



**PROPOSAL #:**

**PROPOSAL CLOSES: June 23, 2011**

**THE INTENT OF THIS REQUEST FOR PROPOSAL IS TO OBTAIN FINAL ENVIRONMENTAL ASSESSMENT CLEARANCE, ENGINEERING AND FINAL DESIGN SERVICES FOR THE INGLESIDE INDUSTRIAL HIGHWAY CORRIDOR PROJECT**

**The City of Ingleside Requests Proposals from Consulting Firms to Provide for Final Environmental Assessment Clearance, Engineering and Final Design Services for the Ingleside Industrial Highway Corridor Project**

Firms desiring consideration should provide original plus (10) copies of their statement of proposal. Guidelines detailing form and content requirements for the statement of proposal are also available by downloading them from our website at [www.inglesidetx.gov](http://www.inglesidetx.gov).

Proposals must be delivered to the City of Ingleside at the address listed below no later than **10:00 a.m. (Local time) June 23, 2011** in order to be considered.

**No Proposals will be received after the indicated Date and Time.**

All proposals must be in sealed envelopes reflecting on the outside thereof **Proposal for obtaining an Ingleside Industrial Highway Engineering and Final Design Services Project.**

All proposals should be addressed as follows:

City of Ingleside  
Attn: Jim Gray, City Manager  
2671 San Angelo St.  
(P.O. Drawer 400)  
Ingleside, Texas 78362

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Jim Gray, City Manager

Date

## **CITY OF INGLESIDE**

The City of Ingleside is initiating the process of moving forward with the Final Environmental Assessment Clearance, Engineering and Final Design of the Ingleside Industrial Highway Corridor. The City of Ingleside believes that this project will allow us to continue moving forward during a time of economic stress related to the BRAC process associated with the closure of Naval Station Ingleside and the Electromagnetic Reduction Facility located in Ingleside, Texas. The City currently has had traffic counts as high as 26,000 cars per day on Main Street in Ingleside. The project has been discussed for over twenty years and in order for the City to present itself favorably to new development and redevelopment, this project is of utmost importance as it provides additional access to areas for future development.

## **INGLESIDE INDUSTRIAL HIGHWAY CORRIDOR**

### **INTRODUCTION:**

The proposed Ingleside Industrial Highway Corridor will provide vital transportation links to the existing industrialized areas along FM 1069 and FM 2725, and to the locations of the former Naval Station Ingleside and the Navy Electro-Magnetic Reduction (EMR) Facility. The former Naval Station Ingleside is currently being considered for redevelopment by parties in negotiation with the Port of Corpus Christi Authority. The industrial activity generated by the proposed redevelopment will reinforce the demand for the proposed industrial corridor. The proposed road will also help promote future industrial growth and create significant improvements to access land and sea intermodal facilities along the La Quinta and Jewel Fulton Channels (see attached map).

All indications are the industrial area will continue to grow simply due to the accessibility by land and sea. Because of the nature of the local ship/offshore drilling rig industrial fabrication yards, much of the equipment and materials constitute oversized loads. As industry growth occurs, most likely residential and industry support growth will follow, so will the traffic volumes and the need for additional infrastructure. The corridor will relieve traffic congestion along the two arterial highway routes that run through the mid-section of the city. The City has recently had traffic counts as high as 26,000 cars per day on SH 361 and FM 1069 in Ingleside. The proposed corridor will also eliminate the majority of the heavy industrial traffic, hazardous cargo, and oversized loads, which now travel through the City along the two previously mentioned routes.

A Feasibility Study, Preliminary Design Schematic and Draft Environmental Assessment have been conducted for the proposed Ingleside Industrial Highway Corridor, and have established a preferred highway alignment consisting of a 68' wide (4-12' travel lanes, 2-10' shoulders) by approximately 2 mile long highway within a 160' Right of Way (R.O.W.) that terminates at SH361 and FM1069. Two 2-lane spurs, which connect Ingleside High School and Kiewit Industries to the main highway alignment, are also included in the preferred highway alignment. The Feasibility Study was the initial phase of subsequent Preliminary Engineering and Design phases, and both the Feasibility Study and the Preliminary Engineering and Draft Environmental Assessment shall serve as the basis for the Final Engineering & Design of the proposed corridor.

**PROJECT SCOPE:**

The pending Final Design phase of the Professional Engineering Services for the Ingleside Industrial Highway Corridor will include Due Diligence, a final Environmental Assessment, complete Agency Permitting, final Right-of-Way (ROW) Boundary Survey and Mapping, any additional Topographic Survey, Geotechnical Investigations, Pavement Designs, and Final Development of Plans & Estimates all in accordance with Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA) requirements; which will serve as the basis for the completion of construction documents that can be used for bidding and construction.

**SCOPE OF WORK (SOW):**

To provide the City of Ingleside a Final Environmental Assessment Document, Agency permitting (if applicable), a Final Engineered and Designed Construction Plan set for submittal to the Texas Department of Transportation (TxDOT), Final Drainage Analysis and Design, Preliminary Bridge Design for TxDOT review, and Monthly and Quarterly Reports for the Ingleside Industrial Highway Corridor.

**SCOPE OF SERVICES**

The following tasks outline the general work items required to appropriately carry out the pending phase (Phase II) of Engineering and Design for the Ingleside Industrial Highway Corridor Project.

**TASK SET A – DUE DILIGENCE**

**Task A.1 – Obtain and Review Feasibility Study, Preliminary Design Data and Draft Environmental Assessment**

- A. Obtain and review Feasibility Study document, Preliminary Design Schematic and Draft Environmental Assessment in preparation for the completion of the Final Environmental Assessment Document,

**Task A.2 – Assemble All Other Pertinent Data**

- B. Assemble other pertinent data such as recent traffic studies, land ownership maps and other information needed to prepare and complete an environmental assessment, right of way, parcel mapping and final construction plans.

**TASK SET B – ENVIRONMENTAL PROCESS AS PER TxDOT AND FHWA REQUIREMENTS**

**Task B.1 – Environmental Assessment**

- A. Initiate coordination with all pertinent agencies,
- B. Review and submit the draft assessment to TxDOT for local review in accordance with the NEPA (National Environmental Policy Act) process, beginning with efforts in determining if the project meets the condition criteria of a FONSI (Finding Of No Significant Impact),
  - a. Incorporate any required comments by TxDOT local review.
- C. Coordinate and submit the draft to required agencies (Texas Parks and Wildlife, U.S. Fish and Wildlife, Texas Antiquities & Texas Historical Commission, and U.S. Army Corps of Engineers) for review comments to be incorporated into the document. This is necessary to help identify any State and Federal permits required to complete construction of the project,
- D. Incorporate various agency comments or agency MOUs (Memorandum of Understanding) into the Final Draft Environmental Assessment,
- E. Afford the opportunity for a Public Hearing. Publish a notice of the availability of the Environmental Assessment in a newspaper of general circulation in the community and post the document for a period of no less than 30 days. Following this period a meeting will be required to address citizen comments and/or questions,
- F. Compile and include any comments/questions into the final document and submit to the Federal Highway Administration (FHWA ) for review and concurrence,

**Task B.2 – Revisions and Clearances**

- A. Revise documents to account for any public hearing/FHWA comments needed for final approval of the Environmental Document,

### **Task B.3 –Final Construction Drawings**

- A. Prepare a complete project Construction Plan set, including horizontal alignment, vertical alignment, pavement sections, drainage and bridge design, environmental considerations for submittal and approval by TxDOT/FHWA.

## **TASK SET C – UNITED STATES ARMY CORPS OF ENGINEERS (USACE) & UNITED STATES COAST GUARD (USCG) PERMITTING (to be in conjunction with Environmental Assessment)**

### **Task C.1 – Permitting Scoping**

- A. Review Preliminary Design data in order to Identify and confirm areas of potential impact in order to incorporate any necessary revisions,

### **Task C.2 – Develop and Submit Permit Applications for USACE & USCG**

- A. Coordinate with Natural Resource Agencies,
- B. Continued coordination and permit revisions (as necessary),
- C. Coordinate any required USCG Bridge Permit with Eighth District,
- D. Develop and submit Bridge Application, if required,

### **Task C.3 – Maintain Coordination with Permit Agencies and Public Involvement**

- A. Post any required Public Notices and have Public Meetings (if required). Publish a notice of the availability of the Permit Amendment in a newspaper of general circulation in the community and post the document for a period of no less than 30 days. Following this period a meeting will be required to address citizen comments and/or questions.

## **TASK SET D – TOPOGRAPHICAL AND BOUNDARY SURVEY**

### **Task D.1 – Boundary Survey**

- A. Perform any additional boundary survey that may be required, of the proposed site, for the final completion of all parcel and boundary mapping. All adjoining boundaries shall be surveyed and incorporated into a property boundary map,

### **Task D.2 – Parcel Mapping**

- A. Develop parcel boundary metes and bounds for land procurement along the proposed roadway route,

### **Task D.3 – R.O.W. Mapping**

- A. Develop Right Of Way mapping for land procurement along the proposed roadway route.

## **TASK SET E – TOPOGRAPHICAL SURVEYING FOR ROADWAY DESIGN PURPOSES**

### **Task E.1 – Topographical Survey for Roadway Design Purposes**

- A. Perform any additional topographical survey that may be required of proposed site for Final Construction Plan set completion,

### **Task E.2 – Topographical Survey for Bridge/Drainage Design Purposes**

- A. Perform any additional detailed topographic survey that may be required along critical portions of proposed alignment for the Final Construction Plan set.

## **TASK SET F – FINAL GEOTECHNICAL SERVICES**

### **Task F.1 – Final Pavement Designs**

- A. Solicit proposals from geotechnical engineering consultants, and contract with selected firm,

### **Task F.2 –Pavement Designs**

- A. Have the geotechnical firm develop appropriate pavement design based on previously obtained investigation findings, traffic volumes, and any other pertinent data.

## **TASK SET G – FINAL DESIGN SERVICES AS PER TxDOT AND FHWA REQUIREMENTS**

### **Task G.1 –Final Drainage Analysis and Design**

- A. Perform Hydrologic Analysis of drainage basin(s) in and around project area to determine peak runoff. Complete final drainage infrastructure design,
- B. The final drainage plan will specifically delineate existing and proposed drainage patterns, and existing and proposed drainage infrastructure. All appropriate drainage calculations are to be included as well,

### **Task G.2 –Final Design Cross-Sections**

- A. Develop roadway cross-sections based on the required pavement, embankment, and drainage designs,
- B. These cross sections should show placement of existing and proposed utilities (above ground and underground), in addition to showing the existing natural grade and proposed grade of the pavement and embankments,

### **Task G.3 –Final Alignment Design**

- A. Perform final analysis of property boundary constraints and roadway geometric design, and then make any final adjustments to proposed highway alignment as necessary,

- B. Develop final construction plans, derived from the design schematic, that depict the project area including approximate locations for items to be constructed and/or demolished as well as showing property boundaries, buffer zone requirements, and any known existing obstructions to proposed construction. The site plan should also include general overall drainage patterns and drainage outfall points,

**Task G.4 –Final Vertical Alignment Design**

- A. Establish points of grade change (i.e., intersections, embankment transitions, drainage structures, etc.),
- B. Develop vertical alignment in accordance with the Texas Department of Transportation’s Roadway Design Manual,
- C. Generate Plan and Profile sheets that include linework for all proposed pavement, embankments, and culverts. The flow lines of proposed drainage infrastructure and the location of existing infrastructure shall be shown appropriately in the profile. The plan view shall also contain 0.5ft interval contours, and indicate drainage flow direction,

**Task G.5 –Final Bridge Design**

- A. Develop geometric design of all bridge structures, and determine placement of key structural components.

**Deliverables:**

1. **Environmental Assessment Document,**
2. **Final Design Construction Plans, Estimates and Specifications, with Bidding documents,**
3. **Complete USACE & USCG Permits (if applicable),**
4. **Complete TxDOT Permits,**
5. **Monthly and Quarterly Reports if required.**

## **GUIDELINES FOR STATEMENT OF REQUEST FOR PROPOSAL INGLESIDE INDUSTRIAL HIGHWAY CORRIDOR – ENGINEERING AND FINAL DESIGN**

The purpose of this Request for Proposal is to provide interested Consulting Firms with guidelines and information to enhance their submission of proposals on the project entitled “**Ingleside Industrial Highway Corridor –Engineering and Final Design**”.

It is expected that the consultant’s contract will consist of a fixed cost contract for all work associated with the service.

Services of the consulting firm shall be under the general direction of the City Manager who shall act as the City of Ingleside representative during the performance of the scope of services.

These negotiations are subject to all applicable Federal and Texas state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

Any information determined to be confidential that is provided to or developed by the FIRM in the performance of this AGREEMENT shall be kept confidential and shall not be made available to any individual or organization by the FIRM without prior written approval by the CITY OF INGLESIDE.

The term of this contract will be until delivery of the plan.

The City of Ingleside reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

An original and ten (10) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal guidelines for consideration.

The content of the statement of qualification of the successful firm will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in the proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated.

**Public Entity Crime Information** –A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposal, is not subject to an appeal process at any time during the solicitation period.

Proposals **MUST** be submitted in the format described below:

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
3. **Registration** – State all licensing/ registration qualifications of the consultant's personnel and business office. Provide copies of same.
4. **Specific Accomplishments** – Provide a listing of governmental agencies with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal. The list should include only projects that had significant input from individuals who will be assigned to work on behalf of the City of Ingleside.
5. List at least 3 comparable governmental agencies which your firm has contracts to perform similar work.
6. List the public sector issues which best illustrate the experience of the firm and current staff which is being assigned to this contract. (List no more than 10 issues.) For each issue please provide the following:
  - A. Name of the client, including contact person's name, address and telephone number.
  - B. The nature of the issue pursued.
  - C. Key professionals involved and the roles performed.
7. **Project Management Organization** – The consultant must identify key personnel to be assigned to this work and provide a resume of their qualifications, education and experience.
8. **References** – List three (3) reference representatives of related past experience to include a contact person, affiliated company name, telephone number, and brief description of the duties.

9. **Additional Information & Comments** - The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise in the Request for Proposal.

10. **Drug Free Workplace Certification**-Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City of Ingleside for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

**Note: For proposer's convenience, this certification form is enclosed and is made part of the bid package.**

11. **Indemnification**-Indemnification form must be provided to the City of Ingleside.

**Note: For proposer's convenience, this certificate form is enclosed and is part of the bid package.**

Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable.

The City of Ingleside in its absolute discretion may reject any proposal of a proposer that has failed, in the opinion of the City of Ingleside, to complete or perform a contracted project in a timely and acceptable fashion, and has directed the Project Manager to emphasize this condition to potential proposers.

**Evaluation/Selection of Proposals**- The statement of proposal will be reviewed by the City of Ingleside. Consultants may include additional information as they deem appropriate to demonstrate their qualifications and experience.

The City of Ingleside will evaluate all proposals received and:

1. Prepare a listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum criteria based upon local experience, qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the City of Ingleside.
  - b. Firm's experience, reputation and competence, including technical education and training, experience in projects outlined in the RFP, availability of adequate personnel, facilities, and the extent of repeat business of the firm.

- c. Firm's familiarity and working experience with the local region surrounding the project site.
  - d. Engineering expertise in evaluating infrastructure requirements and scheduling of capital infrastructure based on land development phasing schedules.
  - e. Select, refine, and recommend a preferred alternative and a plan of action.
  - f. Computer-aided-drafting (CAD) capabilities of engineering firm.
  - g. Qualifications of personnel to be assigned to the program and to the work.
  - h. Experience with programs similar in size and scope to those herein proposed.
2. Review of all proposals received will proceed as follows:
    - a. The City of Ingleside will review all written documents submitted.
    - b. The committee's ranking of prospective firms shall be based on the firm's experience, capabilities, ability, adequacy of personnel, past record, recent local experience and current workload.
  3. Upon approval of the agreement by the City of Ingleside, execution of a formal written agreement prior to commencement of the work associated with the contract.
  4. Direct contact one-on-one with the City of Ingleside is not recommended. Selection will be on the basis of the best qualifications, experience, and value.
    - a. The City of Ingleside will evaluate and rank all proposals meeting the minimum submission requirements.

**Proposal Opening**-Proposal Opening shall be public on the date and specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

**Right to Waive and Reject:**

- A. The City of Ingleside, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City of Ingleside, to complete or perform a City of Ingleside contracted project in a timely fashion or has failed in any other way, in the opinion of the City of Ingleside, to perform a prior contract in a satisfactory manner, and has directed the City Manager to emphasize this condition to potential proposers.
- B. The City of Ingleside intends to award the proposal to the selected proposer, and the City of Ingleside reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City of Ingleside, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Ingleside shall be the sole judge

- of the proposal and the resulting negotiated agreement that is in the best interest of all jurisdictions represented.
- C. The City of Ingleside reserves the right to waive any informality or reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of services in the proposal.

**Disqualification of Proposers:**

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City of Ingleside until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City of Ingleside might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The City of Ingleside, may reject any proposal of a proposer that has failed, in the opinion of the Selection Committee, to complete or perform a City of Ingleside contracted project in a timely fashion or has failed in any other way, in the opinion of the City of Ingleside, to perform a prior contract in a satisfactory manner, and has directed the City Manager to emphasize this condition to potential proposers.

**Discrimination-** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract to provide goods or services to a public entity for the construction or repair of a public building or public work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**Effective Date-** The effective date of this contract would be effective upon signing a contract agreement by both parties.

**Payment-** The Consultant shall be paid upon submission of invoices, through the City of Ingleside. The Consultant will be paid on a monthly basis based on services performed in the Scope of Work and in compliance with State and Federal guidelines. All invoices must show the contract number.

**Information**-Any questions should be directed to Jim Gray, City Manager, City of Ingleside at 361-776-2517. Any changes by the City of Ingleside to specifications shall be in writing in the form of an addendum and furnished to all proposers. **Proposers must understand that they are not allowed to contact the City of Ingleside for information. In no instance, is the contractor to discuss cost information contained in a proposal with the City of Ingleside point of contact or any other staff or elected/appointed official prior to proposal evaluation.**

\_\_\_\_\_  
(Consultant)

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Title

(SEAL)

SUBSCRIBE AND SWORN TO before me this \_\_date of \_\_\_\_\_, 20\_\_\_\_.

Notary in and for the State of \_\_\_\_\_ My commission expires: \_\_\_\_\_.

**DRUG-FREE WORKPLACE CERTIFICATION**

**STATEMENT OF PURPOSE:** The City of Ingleside, Texas (hereinafter "city") has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. The use or abuse of alcohol, controlled substances, prescription drugs, illegal drugs, perception altering substances or inhalants can impair performance, jeopardize safety, and expose the city, its employees and the public we serve to the risk of injury, property loss and damage. The illegal or improper possession, consumption, exchange, delivery, distribution, or sale of drugs or alcohol may pose unacceptable risks for safe, healthful, and efficient operation.

The city recognizes its ability to provide a safe and high level of service to our citizens is dependent upon the physical and psychological health of its employees. Accordingly, it is the obligation and intent of the city to maintain a safe working environment to protect city property, equipment, and operations, and to provide for the welfare of its citizens and visitors.

With these basic objectives in mind, the city has established a drug and alcohol testing program for city employees.

**DEFINITIONS:**

A. "Drug" means any controlled substance, inhalant or other perception altering substance.

B. "Illegal drug" means any controlled substance, inhalant, or other substance, the possession and/or use of which is prohibited by state or federal law.

C. "Alcohol" means any beverage, mixture, or preparation containing ethyl alcohol (ethanol).

D. "Urinalysis test" means screening by the city, a company hired by the city, or a laboratory for drugs, drug metabolites, alcohol, or

alcohol metabolites present in a urine specimen provided by an applicant or employee.

E. "Alcohol test" means screening by the city, a company hired by the city, or a laboratory for the presence of alcohol through a blood or breathalyzer test.

F. "Positive test result" means having a reportable level of a drug, drug metabolite, or alcohol in the body as determined by a urinalysis test or alcohol test. For purposes of this policy, the reportable levels for various drugs and alcohol for which testing is performed is a matter determined in the sole discretion of the city manager.

G. "Safety sensitive position" means any position of employment with the city which, according to the applicable job description or by practice, includes the performance of a duty in which the direct or indirect effects of drug or alcohol use by employees could impose a discernable safety or health risk to the public, the environment, any individual (including the employee) or group of individuals, and includes the supervision or management of any such duty. Whether a particular position is a matter determined within the sole discretion of the city manager.

"Reasonable cause" is a belief that would be held by an ordinary and prudent person drawn from specific, objective, reasonable inferences drawn from those facts. Such facts and inferences may be based upon, among other things, observable phenomena while at work such as direct observation of drug or alcohol use or the physical symptoms or manifestations of having consumed any drugs or alcohol; abnormal conduct or erratic behavior or a significant deterioration of work performance; reported drug or alcohol use provided by a reliable and credible source which has been independently corroborated; information that the employee has caused or contributed to an accident and/or job related injury while at work.

**10.05.03 PROHIBITIONS:**

A. Any employee engaging, on or off the job, in the use, possession, consumption, exchange, delivery, distribution, or sale of any illegal drug or any prescription drug not properly prescribed to that employee will be terminated.

B. Any employee who undergoes a urinalysis test or alcohol test, which produces a positive test result for alcohol, any illegal drug, or any prescription drug not properly prescribed to that, will be terminated.

C. Any employee engaging in the use, possession, consumption, exchange, delivery, distribution, or sale of alcohol while on duty, on city property, in city vehicles, or in personal vehicles being used for city purposes, is prohibited.

D. Any employee engaging in the use, possession, exchange, delivery, distribution, or sale of any paraphernalia associated with the use of an illegal drug will be terminated.

E. Any employee who refuses to consent or submit to a urinalysis test or alcohol test will be terminated.

F. Any employee who fails to fully cooperate with the administration of any aspect of this policy or the testing program will be subject to discipline up to and including termination.

G. Any employee engaging in use of any alcohol which affects that employee's ability to perform his/her duties safely and efficiently will be subject to discipline, up to and including termination. This policy does not prohibit use of alcohol by employees when that use does not adversely affect the employee's ability to perform his/her duties safely and efficiently.

H. Any employee engaging in public conduct at any time involving alcohol which would bring discredit upon the City of Ingleside is subject to discipline up to and including termination.

**10.05.04 TESTING:**

A. Pre-employment testing. Any applicant selected by the city for employment must first submit to a urinalysis test. Any applicant who refuses to consent or submit to a urinalysis test will not be eligible for hire. Further, any applicant who produces a positive test result on a urinalysis test will not be eligible for hire.

B. Reasonable cause testing. Whenever the City of Ingleside has reasonable cause to believe that an employee has violated the prohibitions of this policy with respect to drugs or alcohol, the city may require the employee to submit to urinalysis and/or alcohol testing. Any supervisor who believes that reasonable cause testing is appropriate in a particular case should immediately report that recommendation to the city manager. Before reasonable cause testing is administered, a supervisor must substantiate and concur in the decision to test. Any employee who causes, contributes to, or is involved in an accident in which damage of \$100.00 or more to property is involved, or injury requiring more than first aid is subject to urinalysis and/or alcohol testing. Any employee who witnesses an incident should immediately report that incident to the supervisor. After consulting with that supervisor and others as necessary, the supervisory manager will determine whether an employee or employees should be subject to testing.

D. Random Testing. Any employee is subject to random testing at any time without prior notice. The random selection shall be based on a predetermined formula adopted by the city manager. Actual selections pursuant to that formula will be made by computer program. The formula for random selection is a matter within the sole discretion of the supervisor.

**10.05.05 ACKNOWLEDGMENT OF COMPLIANCE WITH THE POLICY:**

A. Compliance with the City of Ingleside's Drug and Alcohol Policy is a condition of employment for all employees. Employees are required to sign an acknowledgment of understanding and consent which will become part of each employee's personnel file. All applicants will be required to sign written consents before being subject to sample collection for testing.

**10.05.06 TESTING REQUIREMENTS:**

A. Drug and alcohol testing will be conducted using a laboratory certified and approved by the National Institute for Drug Abuse.

**10.05.07 CONFIDENTIALITY:**

A Information relating to drug or alcohol testing results, selection for drug or alcohol testing, and discipline or termination for any violation of this Policy is to be kept confidential, except as permitted or required by law, or otherwise identified in this policy. Such information may be shared only with supervisors who have a need to know. Any employee or supervisor disclosing such information to any other employee or supervisor, or other person, in violation of this paragraph is subject to discipline and, possibly, termination.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Ingleside, its members, its officers, its entities and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the CONSULTANT performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature- Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature - Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date