



Sherry Garrison, Council Position 1
Thane Harrison, Council Position 2
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

Ordinance #3878

Resolution #2017-04

CALL TO ORDER

The 1680th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR

1. Approval of minutes of workshop meeting on January 17, 2017.

[MIN 17-016](#)

Recommended Action: Approval

2. Approval of minutes of regular meeting on January 17, 2017.

[MIN 17-017](#)

Recommended Action: Approval

Attachments: [CC MR 011717](#)

3. Approval of tax refund to Ocwen Loan Servicing in the amount of \$776.96 due to an overpayment.

[TAXR
17-003](#)

Recommended Action: Approve the tax refund to Ocwen Loan Servicing.

Department: Finance

4. Approval of change order for Year 6 SSO Program.

[CHO 17-003](#)

Recommended Action: Staff is recommending council approve the change order.

Attachments: [Change Order](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

5. Acceptance of completion and release of retainage to Vaught Services for the Surface Water Treatment Plant Valve Replacement Project. [ACT 17-007](#)

Recommended Action: Staff is recommending that council accept the completion and release of retainage of \$4,853.83 to the contractor.

Attachments: [Affidavit](#)

6. Acceptance of Phase I of the Wastewater Plant Renovation Project with CSA Construction. [ACT 17-010](#)

Recommended Action: Staff recommends council accept the phase I of the wastewater plant renovation project and issue final payment to CSA Construction for \$279,652.98.

Attachments: [Cover Letters](#)
[App for Paymt #16](#)
[CO#4](#)
[Rec for Final Pymt](#)
[Contractor Release of Owner](#)
[Cert of Substantial Completion](#)
[Cert Final Completion](#)

7. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016. [RPT 17-009](#)

Recommended Action: Accept the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016.

Department: City Manager's Office, Finance and Parks & Recreation

Attachments: [1st Qtr Report - 12.31](#)

8. Authorization to seek bids to obtain lease-purchasing financing for a new 2017 Freightliner M2-106-80 garbage truck for the Sanitation Department. [AUT 17-009](#)

Recommended Action: Authorize the City to seek bids to obtain lease-purchase financing for a new 2017 Freightliner M2-106-80 Garbage Truck for the Sanitation Department.

Department: Finance

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9. Authorization to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.

[RFP 17-001](#)

Recommended Action: Authorize the Parks and Recreation Department to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.

Department: Parks & Recreation

Attachments: [2017 RFP - Preschool Program](#)

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

NEW BUSINESS

10. Consideration of and action on authorization to purchase a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.

[AUT 17-008](#)

Recommended Action: Approval to purchase a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.

Department: Finance

Attachments: [2017 Garbage Truck - Sanitation](#)
[Form 1295 - Garbage Truck](#)

11. Consideration of and action on the Animal Shelter Advisory Committee space-naming and donation opportunities for the new Deer Park Animal Shelter and Adoption Center.

[AUT 17-013](#)

Recommended Action: The committee recommends approval of the committee's space naming opportunity and donation list and the assigned monetary values.

Attachments: [Donation list DP shelter](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

12. Consideration of and action on the Task Order No. 7 agreement with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails. [AGR 17-007](#)

Recommended Action: Approve the authorization of Task Order No. 7 with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails.

Department: Parks & Recreation

Attachments: [Deer Park Task Order 007-Draft](#)
[Deer Park Ph2 Trails Attachments A-B-C](#)

13. Consideration of and action on an agreement with Deer Park Independent School District for the provision of a precinct polling location on Election Day pursuant to HB 1. [AGR 17-008](#)

Recommended Action: Approval

Attachments: [DPISD](#)

14. Consideration of and action on an agreement with San Jacinto College District for the provision of a precinct polling location on Election Day pursuant to HB 1. [AGR 17-009](#)

Recommended Action: Approval

Attachments: [SJCD](#)

15. Consideration of and action on an ordinance appointing a member to the Parks and Recreation Commission. [ORD 17-011](#)

Recommended Action: To accept the Boards and Commission Selection Committee's recommendation and approve the appointment of Eric Ripley to the P&R Commission.

Department: City Secretary's Office

Attachments: [Appoint 1 Member to Parks Recreation Commission-Term ending May 2018](#)

16. Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the additional cost necessary to complete the purchase of a Skid Steer Loader for the Sanitation Department. [ORD 17-008](#)

Recommended Action: Approve the ordinance to amend the Fiscal Year 2016-2017 Sanitation Department Budget for the additional cost necessary to complete the purchase of the Skid Steer Loader during Fiscal Year 2016-2017.

Department: Public Works and Finance

Attachments: [Ord - Amend Budget FY17 Skid Steer](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

17. Consideration of and action on authorization to purchase a Skid Steer Loader for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.

[AUT 17-010](#)

Department: Finance

Attachments: [2017 Skid Steer Loader - Sanitation](#)
[Form 1295 - Skid Steer](#)

18. Consideration of and action on an ordinance correcting the ending effective date approving certain industrial district agreements; providing for execution; providing severability; and declaring an emergency.

[ORD 17-010](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office

Attachments: [Industrial District Agreement--Misc Eneitites-Correction for ending date-01-2017](#)

ADJOURN

Shannon Bennett, TRMC
Acting City Secretary

Posted on Bulletin Board
January 3, 2017

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: MIN 17-016 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/3/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Approval of minutes of workshop meeting on January 17, 2017.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Approval of minutes of workshop meeting on January 17, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 17-017 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/3/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Approval of minutes of regular meeting on January 17, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_011717](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Approval of minutes of regular meeting on January 17, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1679TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 17, 2017, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
THANE HARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. PROCLAMATION RECOGNIZING THE 125TH ANNIVERSARY OF DEER PARK - Mayor Mouton presented Councilwoman Sherry Garrison a proclamation declaring the year 2017 as the “Deer Park’s 125th Anniversary Year”.

Councilwoman Garrison gave a brief summary of the History of Deer Park and noted some the events scheduled within the year.

5. BERNARD MALLOY DAY PROCLAMATION – Mayor Mouton presented Bernard Malloy with a proclamation and declared November 30, 2016 as “Bernard Mallory Day”.
6. AWARDING BID FOR SURFACE WATER TREATMENT PLANT IMPROVEMENTS - REPLACEMENT OF ELECTRICAL SWITCHGEAR - B PROJECT (# 3526-16) – Motion was made by Councilman Patterson and seconded by Councilman Ginn to award the Surface

Water Treatment Plant Improvements – replacement of Electrical switchgear –B project (3526-16) to Hi –Tech Electric, low bidder, in the amount of \$45, 010.00. Motion carried 7 to 0.

7. AWARDING OF BID TO RAC INDUSTRIES FOR BATTLEGROUND GOLF COURSE DRIVEWAY IMPROVEMENTS CONSTRUCTION – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to award the bid to RAC Industries for the Battleground Golf Course Driveway Improvements Construction, low bidder, in the amount of \$207, 639.95. Motion carried 7 to 0.
8. CONSENT CALENDAR – Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on January 3, 2017.
 - b. Approval of minutes of regular meeting on January 3, 2017.
 - c. Approval of tax refund to Marco Group International, Inc. in the amount of \$11,420.12 due to a value decrease granted by Harris County Appraisal District.
 - d. Approval of tax refund to Wells Fargo Home Mortgage in the amount of \$630.68 due to a homestead exemption, an over-65 exemption and a freeze change granted by Harris County Appraisal District.
 - e. Authorization to seek bids for the Phase I Development of the Deer Park Nature Preserve.
 - f. Acceptance of completion and release of retainage for Battleground Golf Course 48” Storm Sewer Pipe Rehabilitation Project.
 - g. Acceptance of completion of 13th Street Lift Station Rehabilitation Project.
 - h. Acceptance of completion and release of retainage to Vaught Services for Storm Sewer Washout Outfall Rehabilitation Project (Moss Ln).

Motion carried 7 to 0.

9. COMMENTS FROM AUDIENCE -

- a. Ken Townsend, 4423 Seneca St., Pasadena, TX 77504, commented, “Thank you very much for giving me the opportunity to come here and speak. I had the misfortune to be a captured audience of your municipal court. In the package that you’ve got before you, is a declaration from me of all that occurred during the progression of everything. Mr. Fox right here was my judge in the arraignment I believe. They split half of the place up with half seeing the judge and half seeing the City Attorney. Mr. Fox could have dismissed my case. I showed him the problem that we had with the citation, but he decided not to. I had to go through the appeals process through the County. As soon as the District Attorney looked at the citation, he dismissed the case in the interest of justice. So, I mean, it should have been dismissed directly, but instead, I went through a lot of expenses, a lot of time, effort

and everything to get this stuff resolved. I'm asking council to give me a small portion of expenses that I incurred because of this. The details through my declaration, it gives you pretty well, what was going on. I've included a disc so you can actually put the documents on your computer if you would like to and see them a little better. I believe that your Municipal Court judges are not trained correctly and you will see documents in there. It's actually called in State law "tampering with State documents". You cannot take an original document and file it into the body of a political subdivision and then a person that works for a bank, to take a big black marker and write all over an original document where you can't get a certified copy of the original document, anymore. There's multiple documents in there that you'll see that the judge did, so he's not trained correctly. I believe that my due process was violated and that's why I would like to resolve the matter. Hopefully, me coming up here will get you where you'll think about the Municipal Court, that the judges need some more training. I hear that you only have one Municipal Court Judge. Well I was in front of three, maybe more judges. I do not know if they brought them in special just for me, but they may have. All of the special ones that you bring in, definitely need to be trained also. I just ask the City Council to consider my declaration and ask yourself whether or not if you went through this process, would you want to go tomorrow and go through it again? I'm one of the people that defend my rights, every time, in every situation. I will spend thousands of dollars, not to pay a fine that I don't owe. That's just the way I've always been. I don't do that. It cost me a lot of money to appeal, from the City of Deer Park, and the law doesn't even allow the expenses that it cost me. I have in your package where when you ask for bail, which bail is supposed to be for aailable offense. The City of Deer Park requires people to put up six hundred and something dollars bail, to be able to appeal the county which is not even allowed by law. Also they have you write it out to the District Court Clerk. The law says that you write it out to the State of Texas. There's a lot of stuff that you'll find in the package that they don't go by State law at all. The judge had an oath of office, supposed to go by the Constitution. He doesn't go by the Constitution. They were pretty much blatant with me because of me trying to defend my rights. I'm asking for a small compensation for what was done to me in the City of Deer Park and I'm asking to see if whether or not maybe you could get some more training for the Municipal Court judges so that other people wouldn't have to go through the same thing that I went through. My five minutes is up. Like I said, I have until March the first. You have a couple of more meetings to maybe look at it at home or whatever."

10. CONSIDERATION OF AND ACTION ON AUTHORIZING A CHANGE ORDER FOR ADDITIONAL EARTHWORK FOR THE BERMS AT THE POLICE FIRING RANGE AND TRAINING FACILITY – Motion was made by Councilman Harrison and seconded by Councilwoman Sinor to approve the change order for additional earthwork for the berms at the Police Firing Range and Training Facility. Motion carried 7 to 0.
11. CONSIDERATION OF AND ACTION ON ENTERING INTO AN AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR MATERIALS TESTING SERVICES ON THE NEW CITY HALL PROJECT – Motion was made by Councilman Harrison and seconded by Councilman Martin to enter into an agreement with Terracon Consultants, Inc. for materials testing services on the new City Hall Project. Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH NATIONAL SIGN PLAZAS (NSP) FOR IMPLEMENTATION OF PHASE 2 OF THE COMPREHENSIVE WAY-FINDING SIGNAGE SYSTEM PLAN FROM NATIONAL SIGN PLAZAS (NSP) – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to enter into an agreement with National Sign Plazas (NSP) for implementation of Phase 2 of the Comprehensive Way-Finding Signage System Plan from National Sign Plazas. Motion carried 7 to 0.
13. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE PLAYGROUND AMENITIES FROM THE PLAYWELL GROUP VIA THE BUYBOARD FOR THE RENOVATION OF TIFFANY AMBER PARK- Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the purchase of playground amenities from the PlayWell Group via the BuyBoard for the renovation of Tiffany Amber Park. Motion carried 7 to 0.
14. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE FROM PLAYWORKS VIA THE BUYBOARD FOR THE INSTALLATION OF PARK AND PLAYGROUND AMENITIES AT TIFFANY AMBER PARK - Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to approve the purchase from PlayWorks via the BuyBoard for the installation of park and playground amenities at Tiffany Amber Park. Motion carried 7 to 0.
15. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE FROM MAY RECREATION VIA THE BUYBOARD FOR THE DEVELOPMENT OF PARK AND PLAYGROUND AMENITIES AT COTTONWOOD PARK - Motion was made by Councilman Harrison and seconded by Councilwoman Sinor to approve the purchase from May Recreation via the BuyBoard for the development of park and playground amenities at Cottonwood Park. Motion carried 7 to 0.
16. CONSIDERATION OF AND ACTION ON AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO - After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilwoman Sinor to adopt on first and final reading Ordinance No. 3873, captioned as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON A RESOLUTION TO NAME THE CITY OWNED PARK PROPERTY WITHIN THE COTTONWOOD ESTATES SUBDIVISION, "COTTONWOOD PARK" - Motion was made by Councilman Ginn and seconded by Councilman Martin to approve Resolution No. 2017-01, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS NAMING THE CITY PARK LOCATED ON ASPEN TRAIL STREET THE "COTTONWOOD PARK".

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON A RESOLUTION TO NAME THE FUTURE NATURE TRAIL WITHIN THE DEER PARK NATURE PRESERVE THE "DR. BILLY J. SEALEY NATURE TRAIL" - Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve Resolution No. 2017-02, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS NAMING THE NATURE TRAIL, LOCATED IN THE "DEER PARK NATURE PRESERVE" AT THE SOUTHEAST CORNER OF THIRTEENTH STREET AND EAST BOULEVARD THE "DR. BILLY J. SEALEY NATURE TRAIL".

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET FOR CONSTRUCTION OF A NEW CITY HALL – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Harrison to adopt on first and final reading Ordinance No. 3874, captioned as follows:

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

20. CONSIDERATION OF AND ACTION ON AWARDED A BID TO CONSTRUCTION LTD FOR CONSTRUCTION OF THE NEW CITY HALL – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to award the bid for the new City Hall to Construction LTD, low bidder, in the amount of \$6,121,000. Motion carried 7 to 0.

21. CONSIDERATION OF AND ACTION ON A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE EDUCATION SERVICE CENTER (ESC) REGION 19 ALLIED STATES COOPERATIVE - Motion was made by Councilman Sinor and seconded by Councilwoman Ginn to approve Resolution No. 2017-03, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK,
TEXAS TO PARTICIPATE IN THE EDUCATION SERVICE CENTER
REGION 19 ALLIED STATES COOPERATIVE.

Motion carried 7 to 0.

22. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE THROUGH THE ESC 19 - ALLIED STATES COOPERATIVE SERVICES OF T.F. HARPER FOR THE CITY HALL PARKING LOT EXPANSION PROJECT – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to approve the purchase through the ESC 19 - Allied States Cooperative services of T.F. Harper for the City Hall Parking Lot Expansion Project. Motion carried 7 to 0.
23. CONSIDERATION OF AND ACTION ON A DESIGN/BUILD AGREEMENT WITH FORD AUDIO-VIDEO SYSTEMS LLC (FORD AV), FOR THE PROVISION OF AUDIO VISUAL CONSULTING SERVICE FOR THE NEW CITY HALL PROJECT THROUGH THE TEXAS BUYBOARD COOPERATIVE - Motion was made by Councilman Patterson and seconded by Councilwoman Garrison to enter into an agreement with Ford Audio-Video Systems LLC (Ford AV), for the provision of Audio Visual consulting service for the new City Hall Project through the Texas BuyBoard Cooperative. Motion carried 7 to 0.
24. CONSIDERATION OF AND ACTION ON THE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF THE CITY OF DEER PARK TO AMEND ORDINANCE NO. 819, THE ZONING ORDINANCE - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3875, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING OF THE PROPOSED AMENDED CHAPTER 98 SUBDIVISIONS CITY OF DEER PARK CODE OF ORDINANCES; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

25. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FY 2016-2017 DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT BUDGET FOR THE REFURBISHMENT OF ONE AMBULANCE - After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3876, captioned as follows:

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET FOR THE DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

26. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FY 2016-2017 DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT BUDGET FOR FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT - After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3877, captioned as follows:

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET FOR THE DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

27. ADJOURN – Mayor Mouton adjourned the meeting at 8:02 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: TAXR 17-003 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 1/13/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Approval of tax refund to Ocwen Loan Servicing in the amount of \$776.96 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Approval of tax refund to Ocwen Loan Servicing in the amount of \$776.96 due to an overpayment.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Ocwen Loan Servicing in the total amount of \$776.96 due to an overpayment on Account No. 105-552-000-0013.

Fiscal/Budgetary Impact: None.

Approve the tax refund to Ocwen Loan Servicing.



Legislation Details (With Text)

File #: CHO 17-003 **Version:** 1 **Name:**
Type: Change Orders **Status:** Agenda Ready
File created: 1/23/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Approval of change order for Year 6 SSO Program.
Sponsors:
Indexes:
Code sections:
Attachments: [Change Order](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Approval of change order for Year 6 SSO Program.

Summary:

At the December 15th, 2016 council meeting the City awarded Fuquay, Inc., the Year-6 Sanitary Sewer Rehabilitation Shell City (SSO) Project. Originally, \$645,000.00 was budgeted in the Series 2015 C.O. Bond fund for this project. On December 15th, 2016 the City approved an amendment of \$65,983.86 to the budget in order to cover previously unforeseen and unbudgeted items. This brought the total cost of the project agreed upon before this change order to \$710,983.86.

During construction additional footage of 8" and 12" concrete pipe that was found to be in poor condition with delaminated liner that was installed in 2001. This liner has collapsed in sections of the pipe, thus blocking flow. This is an unforeseen problem that needs to be addressed; therefore, staff is requesting that council approve this change order to cover the necessary costs. The liner will be removed and the pipe rehabilitated with new HDPE pipe. The contractor, Fuquay, has provided the city with an estimate of the work required. (See attached). The total change order amount is **\$74,132.51**.

Fiscal/Budgetary Impact:

Summary of Budget for this Project

Original Allocated Amount (Fund 49):	\$645,000.00
Budget Amendment Amount (Fund 40):	<u>+\$65,983.86</u>

Total Awarded Contract Amount: \$710,983.86

Proposed Change Order 1 (Fund 49): +\$74,132.51

New Contract Amount: \$785,116.37

The cost of this change order (**\$74,132.51**) will be funded out of **CO Bonds Fund 49**.

Staff is recommending council approve the change order.

CITY OF DEER PARK

Change Order No. 1

Year 6 SSO Program
1/18/2017

Brief Description of Changes:

This Change Order is for additional footage of 8" and 12" concrete pipe that was found during construction to be in poor condition with delaminated liner that was installed in 2001. This liner has collapsed in sections of the pipe blocking flow. The liner will be removed and the pipe rehabilitated with new HDPE pipe.

Add or Delete Items:

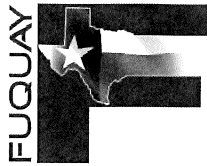
Item	Description	Unit	Quantity	Unit Price	Total
CO1	See attached unit price breakdown	UP	1	74,132.51	\$ 74,132.51
Total					\$ 74,132.51

Contract Summary:

Original Contract Price	\$ 710,983.86
Previous Change Orders	\$ -
This Change Order	\$ 74,132.51
Revised Contract Price	\$ 785,116.37
Original Contract Duration - Calendar Days	180
Previous Time Extensions	
This Change Order	
Revised Contract Duration - Calendar Days	180

Contractor _____ Date _____

Assistant Director of Engineering _____ Date _____



FUQUAY, INC.

P. O. Box 310946, New Braunfels, TX 78131



Phone (830) 606-1882 Fax (830) 606-1885

FUQUAY, INC.

Name of Project: Pipe Burst SSO Year 6 Project

CHANGE ORDER 1

Date: December 31, 2016

Item	Description	Unit	Original QTY	C.O. QTY	FINAL QTY	Unit Price	Change Order Amount
16100	Burst existing 6" or 8" to 8" IPS SDR 19 (0'-8' deep)	LF	10950	607	11557	37.00	22,459.00
17112	New manhole frame and cover, incld. WW Access Chamber	EA	11	-3	8	1,700.00	-5,100.00
20109	External reconnect (0'-8' deep)	EA	270	-19	251	440.00	-8,360.00
20111	Extra length service over 5' long	LF	150	-133	17	25.00	-3,325.00
29366	Remove Miscellaneous Concrete	SF	225	-125.01	99.99	5.00	-625.05
29368	Hot Mix Asphaltic Pavement - Type D (2" Compacted Depth)	SY	40	-40	0	49.00	-1,960.00
29369	Repair/Rehab 10" Flex base	SY	40	-40	0	40.00	-1,600.00
29375	Portland Cement Concrete Driveway, 6" thickness	SY	25	-13.89	11.11	80.00	-1,111.20
17116	Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness	SF	3166	-3166	0	8.00	-25,328.00
16104	Burst existing 10" or 12" to 12" IPS SDR 19 (0'-8' deep)	LF	0	366	366	70.00	25,620.00
20112	Access Pit (0'-8' deep)	EA	0	2	2	2,980.00	5,960.00
20114	Potholing for Nearby Utility Location (0'-8' deep)	EA	0	2	2	695.00	1,390.00
29157	RC PIPE (CL III)(24 IN)	LF	0	100	100	69.00	6,900.00
29171	Trench Safety- Stormwater	LF	0	20	20	2.50	50.00
29365	Remove Sidewalks & Driveways	SF	0	160	160	2.60	416.00
29376	Portland Cement Concrete Driveway - Commercial, 8" thickness	SY	0	18	18	90.00	1,620.00
29412	Travel and Mobilization- Excavator or Backhoe Crew from New Braunfels, TX	MILE	0	194	194	20.00	3,880.00
20124	Excavation, Dirt	CY	0	68.08	68.08	79.50	5,412.36
20127	Travel and Mobilization- Excavator or Backhoe Crew from New Braunfels, TX	MILE	0	194	194	21.80	4,229.20
26119	St. Augustine Sodding	SY	0	300	300	20.00	6,000.00
29364	Remove Concrete Curb	LF	0	78	78	7.90	616.20
29366	Remove Miscellaneous Concrete	SF	0	534	534	5.10	2,723.40
29368	Hot Mix Asphaltic Pavement - Type D (2" Compacted Depth)	SY	0	238	238	49.75	11,840.50
29369	Repair/Rehab 10" Flex base	SY	0	238	238	39.95	9,508.10
29372	Concrete Curb, Gutter, and Concrete Curb and Gutter	LF	0	78	78	29.75	2,320.50
29375	Portland Cement Concrete Driveway, 6" thickness	SY	0	42	42	79.50	3,339.00
29403	Backhoe and Operator (4 hour minimum)	HR	0	35	35	84.50	2,957.50
29122	Sanitary Sewer Manhole, 48" Diameter (0'-6')	EA	0	1	1	3,510.00	3,510.00
17112	New manhole frame and cover	EA	0	1	1	790.00	790.00

\$74,132.51



Legislation Details (With Text)

File #: ACT 17-007 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 1/23/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Acceptance of completion and release of retainage to Vaught Services for the Surface Water Treatment Plant Valve Replacement Project.

Sponsors:

Indexes:

Code sections:

Attachments: [Affidavit](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Acceptance of completion and release of retainage to Vaught Services for the Surface Water Treatment Plant Valve Replacement Project.

Summary:

On November 1st, 2016, the City awarded Vaught Services with the bid to perform the replacement of the valves on the high service pumps at Deer Park's Surface Water Treatment Plant. The valves needed to be replaced due to extreme wear since being installed in the late '80s. Their services were purchased through The Interlocal Purchasing System (TIPS) for a total of **\$97,076.61**.

In agreement with the contractor, the City has withheld a 5% (\$4,853.83) retainage until completion of the work. The work has now been completed and staff is requesting that council accept the completion of the project and approve the release of retainage of **\$4,853.83** to the contractor.

Fiscal/Budgetary Impact:

This is a budgeted item from the surface water treatment account 40-506-4904.

Staff is recommending that council accept the completion and release of retainage of **\$4,853.83** to the contractor.



CONSTRUCTION ESTIMATE CERTIFICATION FORM

INVOICE #	2 FINAL
PERIOD	12/1 - 1/17/17
BILLING DATE	1/17/2017

VAUGHT
SERVICES

PROJECT NAME: City of Deer Park - WWTP Valve Replacement

BILL TO: City of Deer Park
Attn: Brent Costlow / AP
710 E. San Augustine
Deer Park, TX 77536

PAYABLE TO: VAUGHT SERVICES LLC
9155 Wallisville Rd
Houston, Texas 77029

ITEM NO.	DESCRIPTION OF ITEM	UNIT	EST. QUAN.	UNIT PRICES	TOTAL AMOUNT	AMOUNT COMPLETED THIS PERIOD	AMOUNT DUE THIS PERIOD	AMOUNT COMPLETED TO DATE	TOTAL AMOUNT BILLED TO DATE	% COMPLETE
TP-1	Install 12" Flanged Gate Valve with Handwheel	EA	4	\$3,979.13	\$15,916.50	0.0	\$0.00	4.00	\$15,916.50	100.00%
TP-2	Install 14" Flanged Gate Valve with Handwheel	EA	2	\$4,799.25	\$9,598.50	0.0	\$0.00	2.00	\$9,598.50	100.00%
TP-3	Install 16" Flanged Gate Valve with Handwheel	EA	2	\$5,467.50	\$10,935.00	0.0	\$0.00	2.00	\$10,935.00	100.00%
TP-4	Install 12" Flanged Check Valve	EA	2	\$4,860.00	\$9,720.00	0.0	\$0.00	2.00	\$9,720.00	100.00%
TP-5	Install 14" Flanged Check Valve	EA		\$5,467.50	\$10,935.00	0.0	\$0.00	2.00	\$10,935.00	100.00%
TP-6	Install 6" Flanged Gate Valve with Handwheel	EA	1	\$3,341.25	\$3,341.25	0.0	\$0.00	1.00	\$3,341.25	100.00%
TP-7	Mobilization/Demobilization per Occurrence	EA	1	\$5,400.00	\$5,400.00	0.0	\$0.00	1.00	\$5,400.00	100.00%
	TOTAL BASE BID ITEMS				\$65,846.25					
ADDITIONAL PAY ITEM										
ADD 1	Additional Materials Needed to Complete	LS	1	\$31,230.36	\$31,230.36	0.0	\$0.00	1.00	\$31,230.36	
	TOTAL ADDITIONAL ITEMS				\$31,230.36					
	TOTALS				\$97,076.61				\$97,076.61	100.00%
Prepared By:						Completed Amount	\$0.00			
						Less 5% Retainage	\$0.00			
						TOTAL DUE	\$4,853.83			

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF COMAL

I, the undersigned, a representative of Vaught Services, LLC under its contract with the City of Deer Park for the construction of the following:

WWTP Valve Replacement

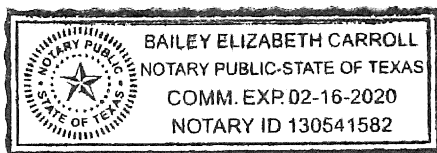
do hereby certify under oath that all bills for this project have been paid in accordance with the contract documents and specifications.

Brent A. Keller
CONTRACTOR'S REPRESENTATIVE NAME

1/17/17
DATE

[Signature]
SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

Sworn to and subscribed before me by said Brent Keller
on January 17, 2017, to certify which witness my hand and seal
of office.



Bailey Carroll
NOTARY PUBLIC

1/17/17
DATE



Legislation Details (With Text)

File #: ACT 17-010 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 1/31/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Acceptance of Phase I of the Wastewater Plant Renovation Project with CSA Construction.
Sponsors:
Indexes:
Code sections:
Attachments: [Cover Letters](#)

[App for Paymt #16](#)

[CO#4](#)

[Rec for Final Pymt](#)

[Contractor Release of Owner](#)

[Cert of Substantial Completion](#)

[Cert Final Completion](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Acceptance of Phase I of the Wastewater Plant Renovation Project with CSA Construction.

Summary:

On March 17, 2015 the city entered into a contract with CSA Construction, Inc. for phase I of the wastewater plant renovation project for \$4,908,600. Our consultant, CDM Smith, has submitted the final completion document and is recommending acceptance of the project. There were four change orders on the project for \$90,054.00, which resulted in a total construction cost for phase I of \$4,998,654.00. Final payment to CSA Construction is for \$279,652.98 and the one-year warranty period begins with council acceptance of the project.

Fiscal/Budgetary Impact:

CO Bond fund 29

Staff recommends council accept the phase I of the wastewater plant renovation project and issue final payment to CSA Construction for \$279,652.98.



11490 Westheimer Road, Suite 700
Houston, TX 77077
Tel: 713-423-7300
Fax: 281-589-8295

Transmittal

To: Bill Pedersen, P.E. **From:** Jennifer Harrison, P.E.
Organization/ Address: Director of Public Works **Date:** January 30, 2017
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536
Re: Wastewater Treatment Plant Phase 1 Improvements Close-Out Documents
Job #: 131400-98603/109076
Via: ☐ Mail: ☒ Overnight: **FEDEX** ☐ Courier:

Enclosed please find:

- | | |
|--|---|
| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> Approved |
| <input type="checkbox"/> For your review | <input type="checkbox"/> Approved as noted |
| <input checked="" type="checkbox"/> For your signature | <input type="checkbox"/> Returned to you for correction |

Message:

Bill,

Please find attached the required close-out documentation for the Phase 1 project as follows:

- Final Pay Application (#16)
- Change Order #4 (Final)
- Recommendation for Final Payment by Engineer
- Contractor's Release of Owner
- Certificate of Substantial Completion
- Certificate of Final Completion

The Record Drawings and a CD of the eRoom files are forthcoming under separate cover. Please let me know if you need any further information.

Regards,

Jenn

Signed



CSA Construction, Inc. / General Contractors

713/686-8868 Phone
713/686-8889 Fax

2314 McAllister Road
Houston, Texas 77092

January 27, 2017

CDM Smith
Attn: Jennifer Harrison, P.E.
11490 Westheimer Rd, Suite 700
Houston, Texas 77077

RE: City of Deer Park, Texas
Wastewater Treatment Plant Improvements – Phase I
CSA Job No. 1503
PAY APPLICATION #16 & Final

Dear Jennifer:

Enclosed you will find three (3) executed originals of the following for the above referenced project:

1. Pay Application #16 & Final,
2. Change Order #4,
3. Recommendation for Final Payment,
4. Contractor's Release of Owner,
5. Certificate of Substantial Completion, and
6. Certificate of Final Completion.

Please sign/date each document (where required) and then forward to the City for their signature and final payment. We request that one (1) fully executed original of each document be returned to our office to my attention.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Tim Robertson
Project Manager
CSA Construction, Inc.

Enclosure

APPLICATION FOR PAYMENT NO. 16 & Final

To: City of Deer Park (Owner)
From: CSA Construction, Inc. (Contractor)
Project/Contract: Wastewater Treatment Plant Improvements – Phase I

CSA Project No. 1503

Engineer: CDM Smith

For Work accomplished through the date of: February 7, 2017.

Notice To Proceed Date: June 24, 2015.

No. of Days Used: 485 calendar days to Substantial Completion, 594 calendar days to Ready for Final Payment.

Total Contract Time Extensions Requested This Period: 143 calendar days to Substantial Completion, 222 calendar days to Ready for Final Payment.

Total Contract Time Extension Requested To Date: 185 calendar days to Substantial Completion, 264 calendar days to Ready for Final Payment.

Total Contract Time Extensions Approved By Change Order: 185 calendar days to Substantial Completion, 264 calendar days to Ready for Final Payment.

Percent Time Used (Final Completion): 100%.

Percent Billed To Date: 100%.

1.	Original Contract Price:	\$ 4,908,600.00
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ 90,054.00
3.	Current Contract Price (1 plus 2):	\$ 4,998,654.00
4.	Total completed to date:	\$ 4,998,654.00
5.	Total materials stored to date	\$ 0.00
6.	Retainage: 0% of Total Value of Work Completed	
	Total Retainage:	\$ 0.00
7.	Total completed and stored to date less retainage ((4 plus 5) minus 6):	\$ 4,998,654.00
8.	Less previous Application for Payments:	\$ 4,719,001.02
9.	DUE THIS APPLICATION (7 MINUS 8):	\$ 279,652.98

Accompanying Documentation: Schedule of Values (4 pages), Materials On Hand worksheet (1 page), & Time Extensions (4 pages).

Certifications

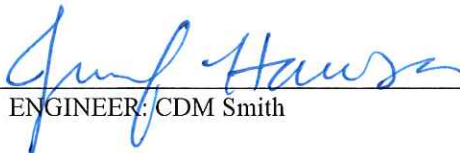
Dated 1/27/17



CONTRACTOR: CSA Construction, Inc
Tim Robertson, Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1/30/17



ENGINEER: CDM Smith

Dated _____

OWNER: City of Deer Park

SCHEDULE OF VALUES

OWNER: City of Deer Park
 ENGR: CDM Smith
 PROJECT: Wastewater Treatment Plant Improvements - Phase I
 CONTR: CSA Construction, Inc.

Pay App. # 16 & Final

PERIOD FROM 11/5/2016 TO 2/7/2017

A	B	C	D	E	F	G	H	I	J	K	L	M
I.D.#	DESCRIPTION	UNIT	QTY	PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		QTY (F + H)	AMOUNT (G + I)	TOTAL PERCENT COMPLETE (K / E)	BALANCE TO FINISH (E - K)
					QTY	AMOUNT (E x F)	QTY	AMOUNT (E x H)				
GENERAL												
1	MOBILIZATION	LS	100%	155,000.00	0%	0.00	100%	155,000.00	100%	155,000.00	100%	0.00
2	BONDS & INSURANCE	LS	100%	75,000.00	0%	0.00	100%	75,000.00	100%	75,000.00	100%	0.00
3	JOB SITE OVERHEAD	LS	100%	445,000.00	0%	0.00	100%	445,000.00	100%	445,000.00	100%	0.00
4	ENGINEERING FOR DRILLED PIERS	LS	100%	15,000.00	0%	0.00	100%	15,000.00	100%	15,000.00	100%	0.00
5	OWNER HELD CONTINGENCIES	LS	100%	48,600.00	85%	41,185.50	15%	7,414.50	100%	48,600.00	100%	0.00
SITEWORK												
6	EROSION CONTROL & SW3P	LS	100%	5,000.00	0%	0.00	100%	5,000.00	100%	5,000.00	100%	0.00
7	CLEARING & SITE DEMOLITION	LS	100%	10,000.00	0%	0.00	100%	10,000.00	100%	10,000.00	100%	0.00
8	DEMOLITION OF EXISTING UV	LS	100%	15,000.00	0%	0.00	100%	15,000.00	100%	15,000.00	100%	0.00
9	CONCRETE PAVEMENT & WALKS	LS	100%	23,000.00	100%	23,000.00	0%	0.00	100%	23,000.00	100%	0.00
10	ASPHALT PAVEMENT	LS	100%	13,000.00	100%	13,000.00	0%	0.00	100%	13,000.00	100%	0.00
11	GUARDRAIL (MBGF)	LS	100%	9,000.00	0%	0.00	100%	9,000.00	100%	9,000.00	100%	0.00
12	FIN. GRADING & HYDROSEEDING	LS	100%	5,000.00	30%	1,500.00	70%	3,500.00	100%	5,000.00	100%	0.00
13	DEMOLITION OF EXISTING PIPING	LS	100%	23,000.00	0%	0.00	100%	23,000.00	100%	23,000.00	100%	0.00
14	HEADWORKS AREA - 36" / 18" RS	LS	100%	65,000.00	0%	0.00	100%	65,000.00	100%	65,000.00	100%	0.00
15	HEADWORKS AREA - 36" SRS	LS	100%	55,000.00	0%	0.00	100%	55,000.00	100%	55,000.00	100%	0.00
16	HEADWORKS AREA - 20" RS	LS	100%	53,000.00	0%	0.00	100%	53,000.00	100%	53,000.00	100%	0.00
17	HEADWORKS AREA - 16" RAS	LS	100%	65,000.00	0%	0.00	100%	65,000.00	100%	65,000.00	100%	0.00
18	HEADWORKS AREA - 8" WAS	LS	100%	8,000.00	0%	0.00	100%	8,000.00	100%	8,000.00	100%	0.00
19	HEADWORKS AREA - 8" AA	LS	100%	50,000.00	0%	0.00	100%	50,000.00	100%	50,000.00	100%	0.00
20	HEADWORKS AREA - 4" DR	LS	100%	7,000.00	0%	0.00	100%	7,000.00	100%	7,000.00	100%	0.00
21	HEADWORKS AREA - 2" DR	LS	100%	2,000.00	0%	0.00	100%	2,000.00	100%	2,000.00	100%	0.00
22	UV AREA - 42" DE	LS	100%	54,000.00	0%	0.00	100%	54,000.00	100%	54,000.00	100%	0.00
23	UV AREA - 42" SEF	LS	100%	38,000.00	0%	0.00	100%	38,000.00	100%	38,000.00	100%	0.00
24	UV AREA - 36" SEF	LS	100%	50,000.00	0%	0.00	100%	50,000.00	100%	50,000.00	100%	0.00
25	UV AREA - 4" DR	LS	100%	15,000.00	0%	0.00	100%	15,000.00	100%	15,000.00	100%	0.00
26	UV AREA - 2" PW	LS	100%	3,000.00	0%	0.00	100%	3,000.00	100%	3,000.00	100%	0.00
27	UV AREA - CLARIFIER EFFL JCT BOX	LS	100%	55,000.00	0%	0.00	100%	55,000.00	100%	55,000.00	100%	0.00
28	UV AREA - MANHOLE ON 15" DR LINE	LS	100%	10,000.00	19%	1,900.00	81%	8,100.00	100%	10,000.00	100%	0.00
29	TRENCH SAFETY	LF	1,000	1.00	0.0	0.00	1,000.0	1,000.00	1,000.0	1,000.00	100%	0.00

OWNER: City of Deer Park

ENGR: CDM Smith

PROJECT: Wastewater Treatment Plant Improvements - Phase I

CONTR: CSA Construction, Inc.

Pay App. #
16 & FinalPERIOD
FROM 11/5/2016
TO 2/7/2017

A	B	C	D	E	F	G	H	I	J	K	L	M
I.D.#	DESCRIPTION	UNIT	QTY	PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		TOTAL PERCENT COMPLETE (K/E)	BALANCE TO FINISH (E - K)
					AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY		
					(E x F)		(E x H)	(F + H)	(G + I)			
30	EXCAVATION & DISPOSAL	LS	100%	135,000.00	0%	0.00	100%	135,000.00	100%	135,000.00	100%	0.00
31	BACKFILL	LS	100%	30,000.00	0%	0.00	100%	30,000.00	100%	30,000.00	100%	0.00
32	DRILLED PIERS	LS	100%	150,000.00	0%	0.00	100%	150,000.00	100%	150,000.00	100%	0.00
33	SLAB CONCRETE	LS	100%	215,000.00	0%	0.00	100%	215,000.00	100%	215,000.00	100%	0.00
34	CARTON FORMS	LS	100%	20,000.00	0%	0.00	100%	20,000.00	100%	20,000.00	100%	0.00
35	WALL & COLUMN CONCRETE	LS	100%	270,000.00	0%	0.00	100%	270,000.00	100%	270,000.00	100%	0.00
36	PIPE & VALVES	LS	100%	135,000.00	0%	0.00	100%	135,000.00	100%	135,000.00	100%	0.00
37	MULTIPLE RAKE BAR SCREEN	LS	100%	116,400.00	0%	0.00	100%	116,400.00	100%	116,400.00	100%	0.00
38	O&M MANUALS-BAR SCREEN	LS	100%	1,200.00	50%	600.00	50%	600.00	100%	1,200.00	100%	0.00
39	TEST, STARTUP & TRAIN-BAR SCREEN	LS	100%	2,400.00	0%	0.00	100%	2,400.00	100%	2,400.00	100%	0.00
40	SCREENINGS WASHING COMPACTOR	LS	100%	29,100.00	0%	0.00	100%	29,100.00	100%	29,100.00	100%	0.00
41	O&M MANUALS-COMPACTOR	LS	100%	300.00	50%	150.00	50%	150.00	100%	300.00	100%	0.00
42	TEST, STARTUP & TRAIN-COMPACTOR	LS	100%	600.00	0%	0.00	100%	600.00	100%	600.00	100%	0.00
43	SUMP PUMPS	LS	100%	53,350.00	0%	0.00	100%	53,350.00	100%	53,350.00	100%	0.00
44	O&M MANUALS - SUMP PUMPS	LS	100%	550.00	50%	275.00	50%	275.00	100%	550.00	100%	0.00
45	TEST, STARTUP & TRAIN-SUMP PUMPS	LS	100%	1,100.00	0%	0.00	100%	1,100.00	100%	1,100.00	100%	0.00
46	PACKAGE BOOSTER PUMP SYSTEM	LS	100%	24,250.00	0%	0.00	100%	24,250.00	100%	24,250.00	100%	0.00
47	O&M MANUALS - BOOSTER PUMP	LS	100%	250.00	50%	125.00	50%	125.00	100%	250.00	100%	0.00
48	TEST, STARTUP & TRAIN-BOOSTER PUMP	LS	100%	500.00	0%	0.00	100%	500.00	100%	500.00	100%	0.00
49	SLIDE GATES	LS	100%	77,600.00	0%	0.00	100%	77,600.00	100%	77,600.00	100%	0.00
50	O&M MANUALS - SLIDE GATES	LS	100%	800.00	50%	400.00	50%	400.00	100%	800.00	100%	0.00
51	TEST, STARTUP & TRAIN-SLIDE GATES	LS	100%	1,600.00	0%	0.00	100%	1,600.00	100%	1,600.00	100%	0.00
52	MISC. METALS	LS	100%	95,000.00	0%	0.00	100%	95,000.00	100%	95,000.00	100%	0.00
53	SPECIAL COATINGS (CONCRETE)	LS	100%	59,000.00	0%	0.00	100%	59,000.00	100%	59,000.00	100%	0.00
54	PROTECTIVE COATINGS	LS	100%	5,200.00	0%	0.00	100%	5,200.00	100%	5,200.00	100%	0.00
55	EXCAVATION & DISPOSAL	LS	100%	100,000.00	0%	0.00	100%	100,000.00	100%	100,000.00	100%	0.00
56	BACKFILL	LS	100%	50,000.00	0%	0.00	100%	50,000.00	100%	50,000.00	100%	0.00
57	SLAB CONCRETE	LS	100%	160,000.00	0%	0.00	100%	160,000.00	100%	160,000.00	100%	0.00
58	WALL CONCRETE	LS	100%	200,000.00	0%	0.00	100%	200,000.00	100%	200,000.00	100%	0.00
59	PIPE & VALVES	LS	100%	65,000.00	0%	0.00	100%	65,000.00	100%	65,000.00	100%	0.00
60	PACKAGE BOOSTER PUMP SYSTEM	LS	100%	24,250.00	0%	0.00	100%	24,250.00	100%	24,250.00	100%	0.00
61	O&M MANUALS - BOOSTER PUMP	LS	100%	250.00	50%	125.00	50%	125.00	100%	250.00	100%	0.00
62	TEST, STARTUP & TRAIN-BOOSTER PUMP	LS	100%	500.00	0%	0.00	100%	500.00	100%	500.00	100%	0.00
63	UV DISINFECTION - EQUIPMENT ONLY	LS	100%	484,800.00	0%	0.00	100%	484,800.00	100%	484,800.00	100%	0.00
64	UV DISINFECTION - INSTALLATION	LS	100%	30,000.00	0%	0.00	100%	30,000.00	100%	30,000.00	100%	0.00
65	O&M MANUALS - UV DISINFECTION	LS	100%	5,000.00	50%	2,500.00	50%	2,500.00	100%	5,000.00	100%	0.00

OWNER: City of Deer Park
 ENGR: CDM Smith
 PROJECT: Wastewater Treatment Plant Improvements - Phase I
 CONTR: CSA Construction, Inc.

Pay App. #
 16 & Final

PERIOD
 FROM 11/5/2016
 TO 2/7/2017

A	B	C	D	E	F	G	H	I	J	K	L	M
I.D.#	DESCRIPTION	UNIT	QTY	PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE	TOTAL PERCENT COMPLETE (K / E)	BALANCE TO FINISH (E - K)	
					QTY	AMOUNT (E x F)	QTY	AMOUNT (E x H)				QTY (F + H)
66	TEST, STARTUP & TRAIN-UV DISINFECTION	LS	100%	10,000.00	0%	0.00	100%	10,000.00	100%	10,000.00	100%	0.00
67	PARSHALL FLUME	LS	100%	12,000.00	0%	0.00	100%	12,000.00	100%	12,000.00	100%	0.00
68	SLIDE GATES	LS	100%	19,400.00	0%	0.00	100%	19,400.00	100%	19,400.00	100%	0.00
69	O&M MANUALS - SLIDE GATES	LS	100%	200.00	50%	100.00	50%	100.00	100%	200.00	100%	0.00
70	TEST, STARTUP & TRAIN-SLIDE GATES	LS	100%	400.00	0%	0.00	100%	400.00	100%	400.00	100%	0.00
71	MISC. METALS	LS	100%	75,000.00	0%	0.00	100%	75,000.00	100%	75,000.00	100%	0.00
72	SPECIAL COATINGS (CONCRETE)	LS	100%	17,500.00	0%	0.00	100%	17,500.00	100%	17,500.00	100%	0.00
73	PROTECTIVE COATINGS	LS	100%	6,500.00	0%	0.00	100%	6,500.00	100%	6,500.00	100%	0.00
74	RELOCATE EXISTING AUTO SAMPLER	LS	100%	1,000.00	0%	0.00	100%	1,000.00	100%	1,000.00	100%	0.00
75	WEATHER CANOPY	LS	100%	70,000.00	0%	0.00	100%	70,000.00	100%	70,000.00	100%	0.00
76	PRECAST CONCRETE ELECTRICAL BLDG.	LS	100%	95,000.00	0%	0.00	100%	95,000.00	100%	95,000.00	100%	0.00
77	OVERHEAD BRIDGE CRANE	LS	100%	33,950.00	0%	0.00	100%	33,950.00	100%	33,950.00	100%	0.00
78	O&M MANUALS - BRIDGE CRANE	LS	100%	350.00	100%	350.00	0%	0.00	100%	350.00	100%	0.00
79	TEST, STARTUP & TRAIN-BRIDGE CRANE	LS	100%	700.00	0%	0.00	100%	700.00	100%	700.00	100%	0.00
ELECTRICAL												
80	TEMPORARY POWER	LS	100%	9,000.00	0%	0.00	100%	9,000.00	100%	9,000.00	100%	0.00
81	LIGHTNING PROTECTION	LS	100%	20,000.00	0%	0.00	100%	20,000.00	100%	20,000.00	100%	0.00
82	FIXTURES	LS	100%	63,000.00	0%	0.00	100%	63,000.00	100%	63,000.00	100%	0.00
83	SWITCHGEAR	LS	100%	48,000.00	0%	0.00	100%	48,000.00	100%	48,000.00	100%	0.00
84	DUCTBANK - LAB BLDG. TO HEADWORKS	LS	100%	19,000.00	0%	0.00	100%	19,000.00	100%	19,000.00	100%	0.00
85	DUCTBANK - HEADWORKS TO EHH-3	LS	100%	39,000.00	0%	0.00	100%	39,000.00	100%	39,000.00	100%	0.00
86	DUCTBANK - EHH-3 TO EHH-2	LS	100%	78,000.00	0%	0.00	100%	78,000.00	100%	78,000.00	100%	0.00
87	DUCTBANK - EHH-2 TO EHH-1	LS	100%	39,000.00	0%	0.00	100%	39,000.00	100%	39,000.00	100%	0.00
88	DUCTBANK - EHH-1 TO UV FACILITY	LS	100%	38,000.00	0%	0.00	100%	38,000.00	100%	38,000.00	100%	0.00
89	DUCTBANK - EHH-2 TO MCC	LS	100%	18,000.00	0%	0.00	100%	18,000.00	100%	18,000.00	100%	0.00
90	PULL BOXES	LS	100%	14,000.00	0%	0.00	100%	14,000.00	100%	14,000.00	100%	0.00
91	RACEWAYS, WIRE & CABLE - SHT. EA-1	LS	100%	31,500.00	0%	0.00	100%	31,500.00	100%	31,500.00	100%	0.00
92	RACEWAYS, WIRE & CABLE - SHT. EA-2	LS	100%	39,000.00	0%	0.00	100%	39,000.00	100%	39,000.00	100%	0.00
93	RACEWAYS, WIRE & CABLE - SHT. EA-3	LS	100%	9,500.00	0%	0.00	100%	9,500.00	100%	9,500.00	100%	0.00
94	RACEWAYS, WIRE & CABLE - SHT. EB-1	LS	100%	30,000.00	0%	0.00	100%	30,000.00	100%	30,000.00	100%	0.00
95	RACEWAYS, WIRE & CABLE - SHT. EB-2	LS	100%	9,500.00	0%	0.00	100%	9,500.00	100%	9,500.00	100%	0.00
96	RACEWAYS, WIRE & CABLE - SHT. EB-3	LS	100%	10,000.00	0%	0.00	100%	10,000.00	100%	10,000.00	100%	0.00

OWNER: City of Deer Park

ENGR: CDM Smith

PROJECT: Wastewater Treatment Plant Improvements - Phase I

CONTR: CSA Construction, Inc.

Pay App. # FROM TO
16 & Final 11/5/2016 2/7/2017

A	B	C	D	E	F			G	H	I	J	K		L	M		
					UNIT	QTY	PRICE					TOTAL TO DATE	AMOUNT				
																THIS ESTIMATE	PREVIOUS ESTIMATE
I.D.#	DESCRIPTION	UNIT	QTY	PRICE	QTY	AMOUNT	(E x F)	QTY	AMOUNT	(E x H)	QTY	AMOUNT	(G + I)	(K / E)	(E - K)		
INSTRUMENTATION & CONTROLS																	
97	SPARE PARTS & O&M MANUALS	LS	100%	6,000.00	0%	0.00	0.00	100%	6,000.00	100%	6,000.00	100%	6,000.00	100%	0.00		
98	FLOWMETERS (FIT-101 & FIT-102)	LS	100%	39,500.00	0%	0.00	0.00	100%	39,500.00	100%	39,500.00	100%	39,500.00	100%	0.00		
99	pH ANALYZER	LS	100%	9,500.00	0%	0.00	0.00	100%	9,500.00	100%	9,500.00	100%	9,500.00	100%	0.00		
100	DO ANALYZER	LS	100%	9,500.00	0%	0.00	0.00	100%	9,500.00	100%	9,500.00	100%	9,500.00	100%	0.00		
101	PLC CABINET (PLC1 - PNL)	LS	100%	38,000.00	0%	0.00	0.00	100%	38,000.00	100%	38,000.00	100%	38,000.00	100%	0.00		
102	GAUGES & FLOAT SWITCHES	LS	100%	3,000.00	0%	0.00	0.00	100%	3,000.00	100%	3,000.00	100%	3,000.00	100%	0.00		
103	INSTALLATION, TERMINATIONS & TESTING	LS	100%	30,000.00	0%	0.00	0.00	100%	30,000.00	100%	30,000.00	100%	30,000.00	100%	0.00		
TOTALS							85,210.50		4,823,389.50		4,908,600.00	100.0%	0.00				

CHANGE ORDER SUMMARY

Change Order #1 - RAS Pumps & Controls (Equipment Only)
 Change Order #2 - Time Extension Only
 Change Order #3 - Eliminate Manhole, Asphalt &
 Gravel/Fabric Under Electrical Duct Banks
 Change Order #4 - Credit to Owner

TOTAL CONTRACT MODIFICATIONS

Subtotal (Line Items 1 to 103 + Contract Modifications)

Less Retainage 0%

Total

Materials on Hand (from worksheet)

Net Amount Earned to Date

Less Previous Payments

Due This Estimate

Original Contract Amount

Contract Modifications

Total Contract Amount

Construction Remaining

Amount Approved

\$4,908,600.00

\$90,054.00

\$4,998,654.00

\$0.00

\$279,652.98

143,980.00	100%	143,980.00	100%	143,980.00	100%	143,980.00	100%	0.00
0.00		0.00		0.00		0.00		0.00
(12,636.00)	100%	(12,636.00)	100%	(12,636.00)	100%	(12,636.00)	100%	0.00
(41,290.00)	100%	(41,290.00)	100%	0.00	100%	(41,290.00)	100%	0.00
90,054.00		(41,290.00)		131,344.00		90,054.00		0.00
43,920.50		43,920.50		4,954,733.50		4,998,654.00		-
0.00		0.00		248,368.48		0.00		-
43,920.50		43,920.50		4,706,365.02		4,998,654.00		-
						0.00		-
						4,998,654.00		-
						4,719,001.02		-
						279,652.98		-

MATERIALS ON HAND - PAY APPLICATION #16

OWNER: City of Deer Park
ENGR: CDM Smith
PROJECT: Wastewater Treatment Plant Improvements - Phase I
CONTR: CSA Construction, Inc.

I.D.# FROM PAY APP	VENDOR	EST #	TYPE OF MATERIAL	INVOICE NO.	AMOUNT	PLACED THIS MONTH	PREVIOUSLY PLACED	BAL. ON HAND
								0.00
								0.00
								0.00
								0.00
								0.00

TOTAL MATERIAL ON HAND

Subtotal (Line Items)	\$0.00
Less Retention	15%
Total (balance forward to Progress Payment Sheet)	\$0.00

CSA PROJ. # 1503
 PROJECT: DEER PARK WWTP IMPROVEMENTS - PHASE I
 OWNER: CITY OF DEER PARK, TEXAS
 ENGR: CDM SMITH
 CONTR: CSA CONSTRUCTION, INC.

Time Extensions Requested (Weather)

Month	Total Impact Days	Contract Impact Days	Time Extension Requested	Time Extension Approved
June-15	3	5	0	0
July-15	1	4	0	0
August-15	6	4	1	1
September-15	5	4	1	1
October-15	13	3	10	10
November-15	13	3	10	10
December-15	7	4	3	3
January-16	9	5	4	4
February-16	2	4	0	0
March-16	3	4	0	0
April-16	3	4	0	0
May-16	5	4	1	1
June-16	7	5	2	2
July-16	4	4	0	0
August-16	8	4	4	4
September-16	4	4	0	0
October-16	0	3	0	0
November-16	0	3	0	0
December-16	0	4	0	0
TOTALS	81	75	36	36

Other Time Extension Requests

Dates	Description	Time Extension Requested	Time Extension Approved
March 9, 2016 to March 27, 2016	Clarifier Effluent Junction Box	18	13
TOTALS		18	13

Summary - All Time Extensions

Description	Time Extension Approved
Weather/Impact Days Time Extensions	36
Other Time Extensions	13
Final Time Extension	136
TOTALS	185

CSA PROJ. # 1503

PROJECT: DEER PARK WWTP IMPROVEMENTS - PHASE I

OWNER: CITY OF DEER PARK, TEXAS

ENGR: CDM SMITH

CONTR: CSA CONSTRUCTION, INC.

WEATHER DAY TRACKING SHEET

DATE	DAY	REASON	DELAY (DAYS)	MONTHLY TOTALS (DAYS)
6/28/2015	Sunday	Rain	1	
6/29/2015	Monday	Rain & Muddy Conditions	1	<i>Jun-15</i>
6/30/2015	Tuesday	Rain & Muddy Conditions	1	3
7/1/2015	Wednesday	Rain	1	<i>Jul-15</i>
7/4/2015	Saturday	Rain	0	1
8/11/2015	Tuesday	Rain	1	
8/12/2015	Wednesday	Slight Rain & Muddy	1	
8/19/2015	Wednesday	Slight Rain Late in Day	0	
8/20/2015	Thursday	Rain - Stopped Work at 9 am	1	
8/21/2015	Friday	Rain - Pumped Water, No Work	1	
8/22/2015	Saturday	Wet & Muddy - Not Able to Work	1	<i>Aug-15</i>
8/23/2015	Sunday	Wet & Muddy - Not Able to Work	1	6
9/2/2015	Wednesday	Rain - Not Able to Work Full Day	1	
9/11/2015	Friday	Rain	1	
9/12/2015	Saturday	Wet & Muddy	1	
9/13/2015	Sunday	Wet & Muddy	1	<i>Sep-15</i>
9/28/2015	Monday	Rain - No Work	1	5
10/19/2015	Monday	Storm preparation	1	
10/20/2015	Tuesday	Rain & storm preparation	1	
10/21/2015	Wednesday	Light rain, muddy, storm prep.	1	
10/22/2015	Thursday	Wet & muddy, storm prep.	1	
10/23/2015	Friday	Wet & muddy, storm prep.	1	
10/24/2015	Saturday	Heavy rain	1	
10/25/2015	Sunday	Heavy rain	1	
10/26/2015	Monday	Wet & muddy	1	
10/27/2015	Tuesday	Wet & muddy	1	
10/28/2015	Wednesday	Wet & muddy	1	
10/29/2015	Thursday	Wet & muddy	1	
10/30/2015	Friday	Wet & muddy	1	<i>Oct-15</i>
10/31/2015	Saturday	Heavy rain	1	13
11/1/2015	Sunday	Heavy rain & muddy	1	
11/2/2015	Monday	Wet & Muddy, Pumped Water from Excavations	1	
11/3/2015	Tuesday	Muddy, Cleaning mud from excavations	1	
11/4/2015	Wednesday	Muddy, Cleaning mud from excavations	1	
11/5/2015	Thursday	Muddy, Cleaning mud from excavations	1	

WEATHER DAY TRACKING SHEET

DATE	DAY	REASON	DELAY (DAYS)	MONTHLY TOTALS (DAYS)
11/6/2015	Friday	Muddy, Cleaning mud from excavations, Site prep for forecasted rain	1	
11/7/2015	Saturday	Wet, Rain in morning	1	
11/8/2015	Sunday	Rain	1	
11/12/2015	Thursday	Rain	1	
11/17/2015	Tuesday	Rain	1	
11/21/2015	Saturday	Rain	1	
11/22/2015	Sunday	Wet & Muddy	1	Nov-15
11/29/2015	Sunday	Rain	1	13
12/13/2015	Sunday	Rain	1	
12/14/2015	Monday	Muddy	1	
12/16/2015	Tuesday	Rain	1	
12/21/2015	Monday	Rain	1	
12/26/2015	Saturday	Rain	1	
12/27/2015	Sunday	Rain	1	Dec-15
12/28/2015	Monday	Muddy	1	7
1/2/2016	Saturday	Rain / Wet & Muddy	1	
1/3/2016	Sunday	Rain / Wet & Muddy	1	
1/6/2016	Wednesday	Rain / Wet & Muddy	1	
1/7/2016	Thursday	Rain / Wet & Muddy	1	
1/9/2016	Saturday	Rain / Wet & Muddy	1	
1/10/2016	Sunday	Wet & Muddy	1	
1/21/2016	Thursday	Rain / Wet & Muddy	1	
1/26/2016	Tuesday	Rain / Wet & Muddy	1	Jan-16
1/27/2016	Wednesday	Rain / Wet & Muddy	1	9
2/22/2016	Monday	Rain	1	Feb-16
2/23/2016	Tuesday	Rain / Wet & Muddy	1	2
3/9/2016	Wednesday	Rain / Wet & Muddy	1	
3/10/2016	Thursday	Rain / Wet & Muddy	1	Mar-16
3/24/2016	Thursday	Rain / Wet & Muddy	1	3
4/13/2016	Wednesday	Rain / Wet & Muddy	1	
4/18/2016	Monday	Heavy Rain	1	Apr-16
4/19/2016	Tuesday	Wet & Muddy	1	3
5/14/2016	Saturday	Rain	1	
5/16/2016	Monday	Rain	1	
5/17/2016	Tuesday	Wet & Muddy / Minor Rain	1	
5/18/2016	Wednesday	Wet & Muddy	1	May-16
5/19/2016	Thursday	Rain / Wet & Muddy	1	5

WEATHER DAY TRACKING SHEET

DATE	DAY	REASON	DELAY (DAYS)	MONTHLY TOTALS (DAYS)
6/2/2016	Thursday	Rain	1	
6/3/2016	Friday	Wet & Muddy	1	
6/4/2016	Saturday	Rain	1	
6/5/2016	Sunday	Wet & Muddy	1	
6/28/2016	Tuesday	Rain	1	
6/29/2016	Wednesday	Wet & Muddy	1	<i>Jun-16</i>
6/30/2016	Thursday	Rain	1	7
7/26/2016	Tuesday	Rain	1	
7/27/2016	Wednesday	Rain, Wet & Muddy	1	
7/28/2016	Thursday	Rain, Wet & Muddy	1	<i>Jul-16</i>
7/29/2016	Friday	Wet & Muddy	1	4
8/15/2016	Monday	Rain	1	
8/16/2016	Tuesday	Rain, Wet & Muddy	1	
8/17/2016	Wednesday	Rain, Wet & Muddy	1	
8/20/2016	Saturday	Rain	1	
8/21/2016	Sunday	Rain	1	
8/22/2016	Monday	Rain	1	
8/23/2016	Tuesday	Rain, Wet & Muddy	1	<i>Aug-16</i>
8/29/2016	Monday	Rain, Wet & Muddy	1	8
9/10/2016	Saturday	Rain	1	
9/13/2016	Tuesday	A.M. Rain; Unable to do planned tie-in work	1	
9/16/2016	Friday	Rain	1	<i>Sep-16</i>
9/23/2016	Friday	Rain	1	4



Change Order No. 4

Date of Issuance: January 24, 2017 Effective Date: February 7, 2017
Owner: City of Deer Park, Texas
Contractor: CSA Construction
Engineer: CDM Smith Engineer's Project No.: 131400-98603
Project: WWTP Improvements Phase 1

The Contract is modified as follows upon execution of this Change Order:

Description: The purpose of this Change Order is to reconcile the following changes to the Contract:

Additional 143 calendar days to extend Substantial Completion to October 21, 2016 and additional 222 calendar days to extend Final Completion to February 7, 2017.

Credit to Owner for \$41,290.00 for additional costs incurred due to extended construction schedule.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 4,908,600.00	Original Contract Times: Substantial Completion: <u>300 days / April 19, 2016</u> Ready for Final Payment: <u>330 days / May 19, 2016</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 131,344.00	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>42 days</u> Ready for Final Payment: <u>42 days</u>
Contract Price prior to this Change Order: \$ 5,039,994.00	Contract Times prior to this Change Order: Substantial Completion: <u>342 days / May 31, 2016</u> Ready for Final Payment: <u>372 days / June 30, 2016</u>
Decrease of this Change Order: \$ (41,290.00)	Increase of this Change Order: Substantial Completion: <u>143 days</u> Ready for Final Payment: <u>222 days</u>
Contract Price incorporating this Change Order: \$ 4,998,654.00	Contract Times with all approved Change Orders: Substantial Completion: <u>485 days / October 21, 2016</u> Ready for Final Payment: <u>594 days / February 7, 2017</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Title: Engineer Date: February 2, 2017	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>2/2/17</u>
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Recommendation for Final Payment

To Owner:

City of Deer Park

(Name)

Bill Pedersen, Director of Public Works

(Address)

710 E. San Augustine

Deer Park, TX 77536

To Contractor:

CSA Construction, Inc.

(Name)

Tim Robertson, Project Manager

(Address)

2314 McAllister Road

Houston, TX 77092

Contract No.:

Project:

Notice is hereby given that, to the best of our belief and knowledge, all work on the subject project is complete and in conformance with the contract requirements; and Contractor's obligations have been fulfilled. We therefore recommend acceptance of the work and final payment to the Contractor, subject to and in compliance with the Contract Documents.

CDM Smith Inc.

Engineer:



(Authorized Signature)

Senior Project Manager

(Title)

Date:

January 24, 2017

(Date)

It is understood that the making and acceptance of final payment constitutes a waiver on the part of both the Owner and Contractor of all claims against each other in accordance with the Contract Documents.

Owner:

(Authorized Signature)

(Title)

(Date)

Contractor:



(Authorized Signature)

Project Manager

(Title)

1/27/17

(Date)

CONTRACTOR'S RELEASE OF OWNER

The CONTRACTOR, known as CSA Construction, Inc.,
for the construction of Deer Park Wastewater Treatment Plant Phase I Improvements
hereby and forever releases the OWNER, known as the City of Deer Park, Texas

its officers, agents and engineers, including CDM Smith Inc. and its subconsultants, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers or any persons relating to or affecting the work.

CSA Construction, Inc.
Contractor

Date: January 27, 2017

Tim Robertson
Authorized Representative

Title: Project Manager

State of Texas

On this 27th day of Jan, 2017, before me, the undersigned notary public, personally appeared Tim Robertson, proved to me through satisfactory evidence of identification,
(Name of Authorized Rep.)

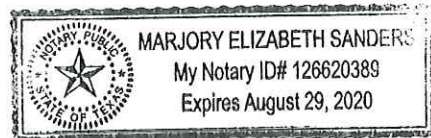
which was Texas Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Project Manager, for CSA Construction, Inc., and who swore
(Title of Authorized Rep.) (Name of Contractor Corporation)

or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Marjory E Sanders
Signature of Notary Public

Marjory E Sanders
Printed Name of Notary Public

My commission expires: 8-29-20



Notary Seal

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Deer Park Owner's Contract No.: N/A
Contractor: CSA Contractor's Project No.:
Engineer: CDM Smith Engineer's Project No.:131400-98603/109076
Project: Wastewater Treatment Plant (WWTP) Improvements – Phase I

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

October 21, 2016

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: [Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 14.04.D of the General Conditions.]

Amendments to Owner's
responsibilities: ☒ None
☐ As follows

Amendments to
Contractor's responsibilities: ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *substantial completion punch list*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Engineer</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>1/24/17</u>	Date: _____	Date: <u>1/27/17</u>	Date: _____	Date: <u>1/27/17</u>	Date: _____

CERTIFICATE OF FINAL COMPLETION

TO: City of Deer Park (Attn: Mr. Bill Pedersen, P.E., Director of Public Works)

Address: 710 E. San Augustine, Deer Park, Texas 77536

RE: Contract No.: 1503

Contract Title: Wastewater Treatment Plant Phase I Improvements

Contract for: Construction of Wastewater Treatment Plant Phase I Improvements

Date: January 27, 2017

Location: Deer Park, Texas

CSA Construction, Inc., Contractor under the above
(Name of Contractor)

Contract, agrees to accept the sum of two hundred seventy nine thousand six hundred fifty two dollars and ninety eight cents (\$279,652.98) as full and final payment for all work under the above Contract.

Tim Robertson, hereby certifies that all work has
(Authorized Representative of Contractor)

been completed in compliance with the Contract Documents, and that all labor, equipment, materials, Subcontractors and Suppliers have been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of the Laws of the State of TEXAS.

Signed under the pains and penalties of perjury as of January 27, 2017.

CSA Construction, Inc.

(Contractor Name)

2314 McAllister

(Address)

Houston, Texas 77092

(City/Town, State, Zip)



(Signature of Authorized Representative)

Tim Robertson, Project Manager

(Typed Name and Title of Authorized Representative)

State of Texas

On this 27th day of Jan, 2017, before me, the undersigned notary public, personally appeared
Tim Robertson, proved to me through satisfactory evidence of identification,
(Name of Authorized Rep.)

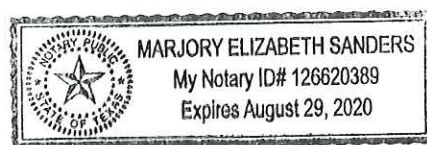
which was Texas Driver License, to be the person whose name is signed on the preceding or attached document,
and acknowledged to me that he signed it voluntarily for its stated purpose as
Project Manager, for CSA Construction, Inc., and who swore
(Title of Authorized Rep.) (Name of Contractor Corporation)

or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and
belief.

Marjory E Sanders
Signature of Notary Public

Marjory E Sanders
Printed Name of Notary Public

My commission expires: 8-29-20



Notary Seal



Legislation Details (With Text)

File #: RPT 17-009 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 1/24/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016.
Sponsors: City Manager's Office, Finance, Parks & Recreation
Indexes:
Code sections:
Attachments: [1st Qtr Report - 12.31](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016.

Summary: Section 6.1 of the Corporation's bylaws states that the Board shall prepare a quarterly activity report, detailing the projects and work accomplished during the previous quarter. This report shall be reviewed by the Board by the end of the month following the end of each quarter and then submitted to City Council immediately thereafter. The attached report for the period of October 1, 2016 - December 31, 2016 has been approved by the Deer Park Community Development Corporation at its January 23, 2017 meeting.

Fiscal/Budgetary Impact:

N/A.

Accept the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2016 - December 31, 2016.

Deer Park Community Development Corporation

Quarterly Report: October 1, 2016 – December 31, 2016

Meetings Conducted

October 17, 2016 Ad-Hoc Committee approved concept for the Girls Softball Complex.

October 24, 2016 Regular Board Meeting. Board actions included the following:

- Conducted the election of officers. The officers elected were:
 - President – T.J. Haight
 - Vice-President – Georgette Ford
 - Secretary – Sue Mauk
 - Treasurer – Jeff Lawther
 - Assistant Secretary – Sandra Watkins
 - Assistant Treasurer – Donna Todd
- Received a presentation relating to a schedule of events for the proposed sale of certificates of obligation for the construction of DPCDC improvements.
- Approve a recommendation that the Deer Park City Council proceed with the sale of certificates of obligation for the construction of DPCDC improvements, including approval of the financing plan and pro forma debt service schedule presented by the City's Financial Advisor and the recommendation that the Deer Park City Council approve a Notice of Intention to issue certificates of obligation.
- Approved the minutes of regular meeting on July 25, 2016.
- Approved the quarterly report for the period of July 1, 2016 – September 30, 2016.
- Reviewed and approved the Investment Policy for the Deer Park Community Development Corporation.
- Approved a recommendation to City Council for the acceptance of the conceptual design for the renovations of the girls' softball facilities at the Youth Sports Complex.
- Recommended approval to City Council for authorization to seek bids for a contractor to construct the Dow Park Pavilions.
- Recommend approval to City Council for an agreement with CorWorth Building Systems and Restroom Facilities Ltd. through the Buyboard Purchasing Cooperative Contract # 423-13 for the Dow Park pavilion buildings.
- Recommend approval to City Council for an agreement with PlayWell Group through the Buyboard Purchasing Cooperative Contract #512-16 for the Dow Park pavilion structures.

October 26, 2016 Design Development Meeting No. 2 with Architect, Ad-Hoc Committee and Staff for the design of the Maxwell Adult Center.

November 8, 2016 Ad-Hoc Committee met with Public Works approved revised concept design for Soccer Complex with Halff.

November 15, 2016 Ad-Hoc Committee met with contractor and architects to review bids after the required changes for permitting on the revised plans for Spencerview.

November 29, 2016 Ad-Hoc Committee met with Halff on 50% design development plans for the Soccer Complex.

Ad-Hoc Committee met with Halff on revised concept design for the Girls Softball Renovation project.

December 5, 2016 Staff met with the Public Works Department to assist with the design and coordination of the city hall parking lot expansion and the Dow Park Pavilion Project.

December 8, 2016 Ad-Hoc Committee and Engineering reviewed the 75% Construction Documents (CD's) for the Dow Park Pavilion from the architects and vendor(s).

December 13, 2016 Ad-Hoc Committee, Fire Marshall and Public Works Department received the 100% Design Development plans of the Soccer Complex for review from Halff.

December 15, 2016 Spencerview Project Construction Meeting with Ad-Hoc Committee and T.F. Harper.

December 19, 2016 Ad-Hoc Committee and Public Works Department received a proposed concept for the parking lot at Maxwell Center for review from Halff.

December 21, 2016 Ad-Hoc Committee reviewed the preliminary Design Development documents of the Maxwell Adult Center from the Architects.

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 85)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/16) = \$260,601.69

Total Fiscal YTD = \$260,601.69

- Investment Revenue:

1Q (12/31/15) = \$311.91

Total Fiscal YTD = \$311.91

- ***Total Fiscal YTD Revenues as of 12/31/16: \$260,913.60 (preliminary and unaudited)***

Expenditures:

- Pay-As-You-Go – Dow Park:

1Q (12/31/16) = \$17,474.26

Total Fiscal YTD = \$17,474.26

- ***Total Fiscal YTD Expenditures as of 12/31/16: \$17,474.26 (preliminary and unaudited)***

Bond Fund – Series 2016 CO's (Fund 23)

This fund records the bond proceeds and capital project expenditures, including pay-as-you-go funding and projects.

Revenues:

- Intergovernmental Revenue (*Pay-As-You-Go Funding*):

1Q (12/31/16) = \$17,474.26

Total Fiscal YTD = \$17,474.26

- Investment Revenue:

1Q (12/31/16) = \$9,295.73

Total Fiscal YTD = \$9,295.73

- ***Total Fiscal YTD Revenues as of 12/31/16: \$26,769.99 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/16) = \$201,620.00

- Dow Park = \$201,620.00

Total Fiscal YTD = \$201,620.00

- Consulting Architect Fee

1Q (12/31/16) = \$113,883.58

- Dow Park = \$24,785.06
- Maxwell Center = \$12,033.00
- Girls Softball = \$25,248.67
- Soccer Fields = \$51,816.85

Total Fiscal YTD = \$113,883.58

- ***Total Fiscal YTD Expenditures as of 12/31/16: \$315,503.58 (preliminary and unaudited)***



Legislation Details (With Text)

File #: AUT 17-009 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 1/20/2017 **In control:** City Council

On agenda: 2/7/2017 **Final action:**

Title: Authorization to seek bids to obtain lease-purchasing financing for a new 2017 Freightliner M2-106-80 garbage truck for the Sanitation Department.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Authorization to seek bids to obtain lease-purchasing financing for a new 2017 Freightliner M2-106-80 garbage truck for the Sanitation Department.

Summary:

The Sanitation Department is requesting the purchase of a new 2017 Freightliner M2-106-80 Garbage Truck as a replacement for a 2009 Freightliner Garbage Truck with mileage of 44,383. This equipment will be purchased through the Houston-Galveston Area Council Cooperative Purchasing Program. As budgeted, the \$181,375 cost of the Garbage Truck would be financed through a lease-purchase. An amount of \$40,800 is included in the Fiscal Year 2016-2017 Sanitation Department budget to fund the first year of the lease-purchase financing for this equipment. The City would like to request bids for various financing options to determine the best alternative to fund this purchase.

Fiscal/Budgetary Impact:

The Fiscal Year 2016-2017 Sanitation Department Budget includes an amount of \$40,800 in Account No. 10-402-4907, Large Trucks/Heavy Rolling Stock, for the first year of the lease payments.

Authorize the City to seek bids to obtain lease-purchase financing for a new 2017 Freightliner M2-106-80 Garbage Truck for the Sanitation Department.



Legislation Details (With Text)

File #: RFP 17-001 **Version:** 1 **Name:**
Type: Request for Proposal **Status:** Agenda Ready
File created: 1/19/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Authorization to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [2017 RFP - Preschool Program](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Authorization to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.

Summary:

The Parks and Recreation Department is seeking to receive competitive sealed proposals from licensed preschool program providers to enter into an annual contract to provide preschool program services for the Parks and Recreation Department in the Community Center.

Fiscal/Budgetary Impact:

To be determined by proposals

Authorize the Parks and Recreation Department to seek competitive sealed proposals for a licensed preschool program to provide preschool program services for the Parks and Recreation Department in the Community Center.

CITY OF DEER PARK

SOLICITATION OVERVIEW

The City of Deer Park is soliciting Proposal for:

Title: Licensed Preschool Program Services for the City of Deer Park
Due Date: March 9, 2017
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking proposals via these specifications for the process necessary to administer a State Licensed Preschool Program for ages 2-5 (not a daycare program). The Program will be at the Deer Park Community Center 610 E. San Augustine, Deer Park, TX 77536.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by bidder guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a bon a fide substantial error.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the Proposal packet. Proposers, their representative and interested persons may be present. The proposals received will be publicly opened and read aloud. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the Proposal packet.
- D. By submitting a proposal, the proposer certifies that (s)he has fully read and understands the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The Proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposers must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. All reports, drawings and other deliverables prepared under this Contract by the successful proposer shall be and remain the property of the City upon City's compensation of the successful proposer for its services as herein provided. Successful proposer shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any proposal that does not contain all of the information requested in the Proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.
- K. Proposals must be signed by an officer of the firm who is authorized to bind the firm.

Required Proposer Pre-Proposal Meeting

There will be a required pre-proposal meeting on Friday, February 24, 2017 at 10:00AM. Central Standard Time. The meeting will be held in Room 12 in the Community Center, which is located at 610 E. San Augustine in Deer Park.

If you are considering responding to this proposal, you must attend the pre-proposal meeting. *(Please RSVP by Feb 22, 2017 to the Parks and Recreation Director listed below to indicate the number of people that will be attending from your firm.)*

Timetable

Responses to this proposal are due at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on March 9, 2017. Responses must be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule for this Request for Proposal is below.

REQUEST FOR BID release

Deadline to RSVP to Pre-Proposal Meeting February 22, 2017

Required Pre-Proposal Meeting February 24, 2017

Deadline for submitting questions March 3, 2017

Bids due March 9, 2017

Recommendation for approval March 21, 2017

Contract Start Date August 28, 2017

Submittals:

The following instructions describe the form in which Proposals will be presented. Proposed documents must be prepared simply, economically, and provide a straight-forward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude bidders from furnishing additional reports, functions, or other information as deemed appropriate. Leave a minimum of five (5) originals and one (1) digital copy.

Public Proposal Opening:

There will be a public proposal opening in the City Council Chambers at City Hall immediately following the Proposal due time/date. Interested parties are encouraged to attend.

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Scott Swigert: sswigert@deerparktx.org.

TABLE OF CONTENTS

Solicitation Overview.....	1-2
Table of Contents.....	3
Specifications.....	4-5
Proposal Agreement.	6
Mandatory Pre-Proposal Meeting	6
Summary Response Page.....	7
Standard Terms and Conditions	8-11
Attachment A, General Instructions to Proposers.....	12-13
Attachment B, Special Instructions to Proposers.....	14
Attachment C, Checklist for Proposals.....	15
Attachment D, Conflict of Interest Instructions.....	16
Attachment E, Conflict of Interest Form	17
Attachment F, Insurance Affidavit.....	18
Attachment G, Indemnification by Contractor.....	19
Attachment H, Contractor's Certification of Workers' Compensation.....	20
Attachment I, No Bonding Requirements.....	21
Attachment J, Standard Contract and Acknowledgement.....	22
Attachment K, Standard Contract and Acknowledgement Corporate.....	23
Attachment L, Standard Contract for Services	24-25
Attachment M, Partnership Acknowledgement	26

SPECIFICATIONS

SECTION I: Proposal Intent

Premises

The City of Deer Park is seeking bids for the Administration of a Pre School Program Licensed with the State of Texas to be housed at the Deer Park Community Center 610 E. San Augustine.

Contract Length

This contract will run from August 28, 2017 thru August 27, 2019. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to five (5) concurrent years. This option will be reviewed each year. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with 90-days written notice. The vendor may also give a 90-day notice to terminate the contract.

Schedules

The Awarded proposer will provide a schedule of room usage with dates and times to administer the Pre School Program. Additional requests may be requested. The City of Deer Park will provide rooms 14, 15, 16, 17 & 18 for Program usage. Program must be offered and administered during the official Deer Park Independent School Year.

General Standards

Parks and Recreation Director or Designated Representative will monitor the quality of work provided by the contractor and will immediately report to the successful Contractor if standards are not met. The successful Contractor will then be required to meet those obligations required/requested in this Request for Proposal.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Director or Designated Representative of any changes associated with the (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor shall be solely responsible for any injuries to Contractor's personnel while working under the auspice of the Contracted Program.

Equipment

Contractor will provide all necessary equipment to provide instruction and administration of the Program. The City of Deer Park is under no obligation to purchase any items for the contracted program unless approved by the Director of Parks and Recreation or Designated Representative. Contractor may store equipment in rooms but "at risk".

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn Contractor's equipment, if said equipment is judged to be unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the Contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

Work Schedule

This contract requires a submitted room use, date and time of usage.

The Contractor will be held to those submitted dates, times and room usage.

Section III: Fees

Program fees will be proposed by contractor, any fee increase will need to be approved by the Department.

Section IV: List of Requirements for Preschool Program:

- Approved & Licensed Preschool Program (not daycare) through the Department of Family & Protective Services for the State of Texas.
 - Approved waiver from licensing for the use of Dow Park.
 - Meet the maximum to student/teacher ratio set by State.
 - Owner/Director and Teachers must meet all training requirements set forth by the State.
 - Federal Bureau of Investigation (FBI) background checks for each employee of the Program.
 - Program must be Privately Insured and list City of Deer Park as Additional Insured and meet City minimal requirements.
 - Program responsible for employee payroll for its employees
-

Section V: Agreement

I, _____, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Proposal Specifications and herein submit the attached proposal SIGNED on this the _____ day of _____, 2017.

Mandatory Pre-Proposal Meeting

There will be a Pre-Proposal meeting on Friday, February 24, 2017 at 10:00AM. Central Standard Time. The meeting will be in Room 12 at the Community Center, which is located at 610 E. San Augustine in Deer Park.

Did Proposer attend? Yes _____, NO _____.

The undersigned certifies that the proposal contained in the foregoing proposal has been reviewed and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representative's Printed Name

Telephone

Date

SUMMARY RESPONSE PAGE

Licensed Preschool for the City of Deer Park

COMPLETE LEGAL NAME of firm submitting proposal:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

GRAND ANNUAL TOTAL OF PROPOSAL FROM PROPOSED PRICING \$

Authorized Signature _____ **Date** _____

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

Are you proposing as a

_____ Corporation

_____ Non-Profit Corporation

_____ Limited Liability Company

_____ Partnership

_____ Individual or Sole Proprietor

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ Black _____ Hispanic _____ Asia-India _____ Asia-Pacific
_____ Native American _____ Woman-Owned Certification # _____

Proposal Rating/Scoring Values:

City Revenue (Max 40 PTS)

Curriculums, Services and Programs Offered (Max 20 PTS)

Hours of Operation (Max 15 PTS)

Similar Experience with a Municipality (Max 15 PTS)

Number of Operational Days (Max 10 PTS)

STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter “City”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified goods or services described in the solicitation in accordance with these standard terms and conditions at the agreed upon proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services. Proposer must maintain all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating all modifications and addendums into their proposal responses.

5. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposed documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

6. Late Proposal

Proposals must be delivered to the City’s Secretary’s Office by the time specified in the solicitation. The City will not accept late proposals and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary’s Office shall be the official time of receipt.

7. Conditional Proposals

The City will not accept conditional Proposals that qualify the Proposer’s response in any way.

8. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals.

9. Responsiveness of Bids

The City wants to receive competitive proposals but will declare “non-responsive” proposals that fail to meet significant requirements outlined in the solicitation documents.

10. Identical Proposals

In the event two or more identical proposals are received and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

11. Withdrawal of Proposals

Proposers may withdraw any submitted proposal prior to the proposal submission deadline. Proposers may not withdraw once the proposal has publically been opened without the approval of the City’s purchasing manager. Proposer will be allowed to withdraw proposal that contain substantial mathematical errors in extension.

12. Disqualification of Proposals

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price proposal; proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer’s involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents.

13. Cost of Proposal

The cost of submitting proposal shall be borne by the proposer, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

14. Inclusive Pricing

Proposed pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposed price unless requested by the City on the proposed response sheet.

15. Firm Prices

Unless otherwise stated in the specifications, proposer’s prices remain firm for 120 days from date of proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of proposal opening, the vendor and the City may mutually agree to extend the firm price period.

16. MSDS

Proposers must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

17. Taxpayer Identification

Proposes must provide the City with a current W-9 “Request for Taxpayer Identification and Certification” before goods or services can be procured from the proposer.

18. Payment

Contractor will pay a monthly rental fee.

19. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

20. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

21. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful proposer, and the successful proposer has no authority to bind the City.

22. Governing Law

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

23. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

24. Assignment

Proposers shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

25. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he/she shall be in default and notice of default shall be given to the proposed by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the proposer will pay the City for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

26. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

27. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Harris County, Texas and if legal action is necessary to enforce same, exclusive venue shall be within Harris County, Texas.

28. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

29. Open Records

Proposed pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the proposer should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a proposal, the City will forward the appropriate documents to the Attorney General of Texas who will contact the proposer to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

GENERAL INSTRUCTIONS TO BIDDERS
Attachment A

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov. The City of Deer Park does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City.

2. Submission of Proposals/Late Proposals

Proposed pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposals are to provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All proposals must be submitted to the City of Deer Park Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the proposer's responsibility to ensure that bids are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices proposed and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposal must be initialed by the proposer to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

City may express the method(s) in which to receive payment.

7. Conflict of Interest

Proposers should review the instructions on conflict of interest (Attachment E). Proposers are to complete and submit the Conflict of Interest form (Attachment E), when a conflict of interest exists.

8. Addendums

It is the proposer's responsibility to alter his proposed response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the proposal due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

9. Exceptions

If a Proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum.

10. Checklist

A proposer's checklist (Attachment C) is included with the solicitation package. The checklist is an aid to the proposer in knowing which documents to submit.

11. Insurance Requirement

Proposer must meet all insurance requirements including naming the City of Deer as additional insured.

SPECIAL INSTRUCTIONS TO PROPOSERS
Attachment B

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Tracy McBride, Purchasing Coordinator
tmcbride@deerparktx.org
(281) 478-7228

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all proposers regarding their proposal. Any costs associated with a presentation shall be the responsibility of the proposer.

The City of Deer Park reserves the right to accept or reject any qualified proposals, to reject any and all proposals and to waive minor informalities.

3. Public Proposal Opening

A public proposal opening will be held at City Hall, 710 East San Augustine, Deer Park, TX 77536 in the City Council Chambers

4. Insurance Requirements

This solicitation has insurance requirements. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment F) with your proposal.

5. Required Contract

This solicitation requires a signed contract prior to award.

**CHECKLIST FOR PROPOSALS
Attachment C**

Documents to be submitted in response to this request for bid (REQUEST FOR PROPOSAL)

_____ **PROPOSAL PRICING PAGE:** All lines completed

_____ **PROPOSAL RESPONSE:** Completed Summary Response Page

_____ **DUE DATE** (Bid must be received & stamped in City Secretary's Office no later than 2:00 PM on March 09, 2017)

Proposals failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

_____ **FIVE (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**

_____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment E)

_____ **OPERATIONAL PLAN** (As requested on the Summary Response Page)

_____ **REFERENCES** (As requested on the Summary Response Page)

_____ **INSURANCE AFFIDAVIT** (Attachment F)

_____ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)

_____ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)

_____ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)

_____ **STANDARD CONTRACT FOR SERVICES** (Attachment L)

_____ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

**INSTRUCTIONS FOR
CONFLICT OF INTEREST QUESTIONNAIRE
Attachment D**

1. If you have a conflict of interest in doing business with the City of Deer Park, use Attachment E, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment E, Conflict of Interest questionnaire:
 - Put the name of proposer and name of company in block #1.
 - If any person employed by proposer or proposer's company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. Listings of City elected officials and local government officers may be found on the City's Web site: www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE
Attachment E

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 10px;"> _____ Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> _____ Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> _____ Date </div>

AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment F

To Be Completed By Insurance Agent/Broker and Proposer

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of Request for Proposal: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

Section 2 If the above fifteen calendar day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposer's Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ **Date:** _____

GENERAL LIABILITY INSURANCE

All coverage options must be included. Minimum limits of liability are as follows:

Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence or \$1,000,000 CSL (Combined Single Limit)
Minimum Required General Liability Aggregate - \$2,000,000	

INDEMNIFICATION BY CONTRACTOR
Attachment G

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment H**

I, _____, an authorized
(Name)
representative of _____, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured _____,
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ____ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: _____

Notary Public In and For the State of Texas

Attachment I

NO BONDING

REQUIREMENTS

FOR THIS Request for Bid

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment J

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Bidder may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Bid Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

SIGNED this the ____ day of _____, A.D. 20____.

Signature _____

Name _____

Title _____

Company Name _____

**STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
Attachment K**

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20____.

Notary Public In and For

_____ County, _____

My Commission expires:

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this ____ day of _____ A.D. 20__, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and _____ of _____, County of _____

Name of Contractor

Contractor's City

Name of County

and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Licensed Preschool for City of Deer Park

Name of Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Bid attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Bid, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ____ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the bid, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

Licensed Preschool Program Services

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park

Party of the First Part

(OWNER)

By: _____

Mayor Jerry Mouton

Attest By: _____

(SEAL)

Party of the Second Part

CONTRACTOR)

By: _____

Title: _____

Attest By: _____

(SEAL)

PARTNERSHIP ACKNOWLEDGMENT

Attachment M

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____.

Notary Public In and For
_____ County, _____
My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2____

Notary Public In and For
_____ County, _____
My Commission expires:



Legislation Details (With Text)

File #: AUT 17-008 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 1/20/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Consideration of and action on authorization to purchase a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2017 Garbage Truck - Sanitation](#)
[Form 1295 - Garbage Truck](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on authorization to purchase a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.

Summary: The Sanitation Department is requesting the purchase of a new 2017 Freightliner M2-106-80 (Garbage Truck) as a replacement for a 2009 Freightliner Truck with a mileage of 44,383.

Vendor: Houston Freightliner

Cost: \$181,375

Fiscal/Budgetary Impact:

A budgeted amount of \$40,800 is included in the Fiscal Year 2016-2017 Sanitation Department Budget, Account No. 10-402-4907, Large Trucks/Heavy Rolling Stock, to fund the first year of lease-purchase financing for a new garbage truck.

Approval to purchase a 2017 Freightliner M2-106-80 (Garbage Truck) for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-16

Date
Prepared:

15-Jan

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Deer Park	Contractor:	Houston Freightliner, Inc
Contact Person:	Ben Alexander	Prepared By:	Michael McCarthy
Phone:	281-478-7213	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:		Email:	Mike.McCarthy@STRHouston.com
Product Code:	D7	Description:	2017 Freightliennr M2-106-80
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			69353
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
Cummins ISL 330 HP	1742	Air Conditioner	850
Allison 3000 RDS Transmission	6146	315/80R22.5 Front Tires	623
16000 LB Front Axle	1400	Air Driver Seat	165
Driver Controlled Differential Lock	905	2 Man Passenger Seat	178
18,000 LB Front suspension	492	AM/FM/CD Radio	375
RH Understep Exhaust and Aftertreatment w Vertical Stack	629	46,000 LB Tuffrac Rear Suspension	2728
225" Wheelbase	812	46,000 LB RearAxle	1880
WABCO ss-1200 Air Dryer	290	Dual West Coast Mirrors with LH/RH Remote	224
80 Gallon LH Fuel Tank	175	Heil DP5000 25 Yd Rear Loader	86673
7/16x3-9/16x11-1/8 Frame	560		
1/4" Frame Liner	650	Subtotal From Additional Sheet(s):	
Adjustable Steering Column	376	Subtotal B:	107873
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
Power Steering Cooler	398		
20 LB Fire Extinguisher	175	Subtotal From Additional Sheet(s):	0
		Subtotal C:	573
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	177799
		=	Subtotal D: 177799
E. H-GAC Order Processing Charge (Amount Per Current Policy)			Subtotal E: 1500
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Description	Cost	Description	Cost
Freight	2076		
		Subtotal F:	2076
Delivery Date:		G. Total Purchase Price (D+E+F):	181375

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Houston Freightliner, Inc
Houston, TX United States

Certificate Number:
2017-156670

Date Filed:
01/20/2017

Date Acknowledged:

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

City of Deer Park

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

B161760
2017 Freightliner

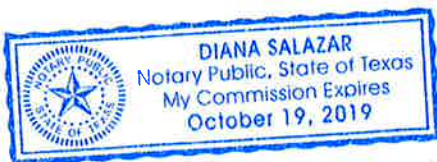
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

M. McCarthy
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said M. McCarthy, this the 23rd day of January, 2017, to certify which, witness my hand and seal of office.

D Salazar

Signature of officer administering oath

Diana Salazar

Printed name of officer administering oath

Notary

Title of officer administering oath



Legislation Details (With Text)

File #: AUT 17-013 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 1/31/2017 **In control:** City Council

On agenda: 2/7/2017 **Final action:**

Title: Consideration of and action on the Animal Shelter Advisory Committee space-naming and donation opportunities for the new Deer Park Animal Shelter and Adoption Center.

Sponsors:

Indexes:

Code sections:

Attachments: [Donation list DP shelter](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on the Animal Shelter Advisory Committee space-naming and donation opportunities for the new Deer Park Animal Shelter and Adoption Center.

Summary:

On January 8, 2017, the Deer Park Animal Shelter Advisory Committee met with the architect and staff to go over the status of the new shelters design and for a first look at colors and finishes. The committee also finalized the space naming opportunity and donation list and assigned monetary values to each with hopes of encouraging individuals and corporations to participate in raising funds for operational supplies and equipment for the new shelter.

Attached is a copy of the list and associated naming opportunity cost of each unit.

Fiscal/Budgetary Impact:

The committee recommends approval of the committee's space naming opportunity and donation list and the assigned monetary values.



Deer Park Animal Shelter & Adoption Center (revised 1/18/2017)

Space-Naming Opportunity	unit	cost/unit	Total
Memorial Wall (Small Recognition) (100)	each	\$50	\$5,000
Memorial Wall (Large Recognition) (100)	each	\$100	\$10,000
Cat play room (2)	each	\$5,000	\$10,000
Cat adopt/stray room (1)	each	\$5,000	\$5,000
Cat adopt/stray cages (12)	each	\$250	\$3,000
Cat quarantine room (1)	each	\$2,500	\$2,500
Cat quarantine cages (3)	each	\$250	\$750
Cat isolation room (1)	each	\$2,500	\$2,500
Cat isolation cages (6)	each	\$250	\$1,500
Dog get to know room (1)	each	\$5,000	\$5,000
Dog kennels, indoor/outdoor (24)	each	\$500	\$12,000
Dog isolation/quarantine room (1)	each	\$2,500	\$2,500
Dog isolation/quarantine high cages (4)	each	\$500	\$2,000
Dog isolation/quarantine high cages (6)	each	\$500	\$3,000
Grooming room (1)	each	\$5,000	\$5,000
Work room (1)	each	\$2,500	\$2,500
Medical room (1)	each	\$2,500	\$2,500
Sally port (1)	each	\$25,000	\$25,000
Dry food storage room (1)	each	\$2,500	\$2,500
Get to know courtyard (1)	each	\$25,000	\$25,000
Indoor and outdoor benches (4)	each	\$1,000	\$4,000
Fire hydrant, potty signage (2)	each	\$500	\$1,000



Deer Park Animal Shelter & Adoption Center

Space-Naming Opportunity (cont.)

Decorative artwork (TBD)

Trees w/ memorial plaque (6)	each	\$1,000	\$6,000
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Other landscape features (TBD)

Donation Opportunity

Raised sleeping cots of pets (Kuranda beds)

Fleece pads

Clay Cat Litter

Canned Cat Food

Dry Dog Food

Pet Carriers/Crates

Gift Cards to any store that sells pet food

Waterless Hand Sanitizing Gel



Legislation Details (With Text)

File #: AGR 17-007 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 1/30/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Consideration of and action on the Task Order No. 7 agreement with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [Deer Park Task Order 007-Draft](#)
[Deer Park Ph2 Trails Attachements A-B-C](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on the Task Order No. 7 agreement with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails.

Summary:

The Deer Park Community Development Corporation during their meeting on January 23, 2017 recommended to City Council to authorize Task Order No. 7 for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails so work on the trails can begin.

Fiscal/Budgetary Impact:

Funding will come from the dedicated one half of one percent sales and use tax for Type B projects, the development of hike and bike trails have been appropriated \$500,000 of the dedicated funds.

Approve the authorization of Task Order No. 7 with Halff Associates, Inc. for architectural services for the Deer Park Community Development Corporation (DPCDC) development of hike and bike trails.

TASK ORDER

Task Order No. 16-007

Task Order

In accordance with AIA Prime Agreement between City of Deer Park, Texas ("Owner") and Halff Associates ("Architect") for Professional Services –dated February 16, 2016 ("Agreement"), Owner and Architect agree as follows:

1. **Specific Project Data**

A. Title: PHASE 2 HIKE AND BIKE TRAIL IMPROVEMENTS

B. Description: The Architect's design services consist of preliminary hike and bike preliminary design and planning of proposed improvements, construction design services necessary for bidding and construction of proposed improvements which includes: five (5) hike and bike trail segments. Architect will also submit the final design for an independent RAS review and submittals to the City of Deer Park for the required development approvals and issue construction plans for bid. Additionally, Architect will prepare estimates of probable construction costs and perform limited construction phase services.

C. City of Deer Park Project Number: 16-007

D. Prime Agreement, Contract Number: PR-16-410-001

2. **Services of Architect**

See Attachment A: Proposed Scope of Professional Services for Phase 2 Hike and Bike Trail Improvements Design and Construction dated February 7, 2017.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following: See Attachment A: Proposed Scope of Professional Services for Phase 2 Hike and Bike Trail Improvements Design and Construction dated February 7, 2017.

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
<u>See Attachment C</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

TASK ORDER

5. **Payments to Architect**

A. Owner shall pay Landscape Architect for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
Basic Services	Lump Sum per Task (See Attachment B – Fee Schedule & Reimbursable Expenses)	\$45,000.00

B. The terms of payment are set forth in the AIA Prime Agreement unless modified in this Task Order.

6. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

7. **Attachments:** *Attachment A – Scope of Services*
Attachment B – Fee Schedule & Reimbursable Expenses
Attachment C – Schedule of Work

8. **Documents Incorporated By Reference:** The Agreement effective February 7, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Architect shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Architect is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 02, 2016.

OWNER:

ARCHITECT :

By: _____

By: _____

Name: Jerry Mouton, Jr.

Name: Tim Bargainer, PLA, ASLA, CLARB

Title: Mayor, City of Deer Park, Texas

Title: Vice President

Date: _____

Date: _____

ATTEST:

Sandra Watkins, City Secretary

STATE OF TEXAS

} CORPORATE

COUNTY OF HARRIS

} ACKNOWLEDGEMENT

On this ____ day of _____, 2016, Tim Bargainer personally appeared before me and proved to me through satisfactory evidence of identification to be the person who signed this document in my presence.

[SEAL]

Notary Public

My Commission Expires: _____

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Scott Swigert

Name: Tim Bargainer, PLA, ASLA, CLARB

Title: Director, Parks and Recreation

Title: Director of Landscape Architecture

Address: 610 E. San Augustine
Deer Park, TX 77536

Address: 4030 W. Braker Ln., Suite 450
Austin, Texas 78759-5356

E-Mail
Address: sswigert@deerparktx.org

E-Mail
Address: tbargainer@half.com

Phone: 281-478-2058

Phone: 512-777-4568

Fax: 281-478-7212

Fax: 512-252-8141

Attachment “A”

Scope of Professional Services for
Deer Park Phase 2 Hike and Bike Trail Improvements
Design and Construction
City of Deer Park, Texas

SERVICES TO BE PERFORMED BY CITY

Design Studies, Criteria, Data

- As-built plans for existing facilities and facilities adjacent to this project, if available.
- Existing geotechnical reports and data for existing facilities recently completed within the property and adjacent to the site, if available for reference only.
- Utility information (plans, maps, etc.) both current and archived within the CITY of Deer Park, if available.
- All available current CITY of Deer Park GIS, aerials and available survey information to date.

Public Involvement

- Provide guidance on selecting appropriate stakeholders for public meetings(s).
- Sponsor and conduct public meetings.

Field Surveying and Photogrammetry

- Provide all available survey and photogrammetry information to date.

Drainage

- Provide available information and studies on existing drainage areas on and off-site.
- Provide hydraulic design criteria for project design.
- Provide standard details and specifications as necessary to assist design CONSULTANT.

Miscellaneous

- Provide direction necessary for aesthetic hike and bike trail design standards, treatment of proposed structures, amenities, parking and planting.
- Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay all filing; permit review, application and inspection fees.
- Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
- It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
- Coordination with Harris County Flood Control District (HCFCD) regarding improvements within HCFCD easements.
- Provide any other pertinent information to assist the design CONSULTANT.

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

The purpose of the services proposed herein is to provide professional consulting services consisting of landscape architecture necessary for the development of the Deer Park Hike and Bike Trail Improvements – Phase 2 Design and Construction (the project). The CONSULTANT intends to work in effective cooperation with the CITY and provide hike and bike trail preliminary planning, and the necessary plans and specifications needed for permitting/approval from regulatory entities to achieve an efficient and acceptable implementation of the project.

Program

CONSULTANT shall provide design services for the following general program elements

- Develop Hike and Bike Preliminary Plan for the Phase 2 portions of the CITY's hike and bike trail improvements. The Preliminary Plan is to prioritize five (5) trail segments for further implementation of design and construction.
- Prepare Design and Construction plans for implementation of the five (5) identified trail segments.

NOTE: The list of general program elements is not all-inclusive. Additional program items may result from site reconnoitering and design development.

Construction Development Budget

A construction development budget for the program items is generally established at \$500,000 dollars including professional fees and a 10% contingency, this budget is based on the CITY's annual fund allocation of \$100,000 dollars per year for hike and bike trail improvements. This Construction Development Budget is based on the CITY's five year allocation of funds.

Given the above stated general project information CONSULTANT will provide the following scope of basic services per task listed once the CITY has issued and executed this Task Order.

The Consultant will generate and revise an opinion of probable construction costs (OPCC) throughout the project's design development but does not guarantee that proposals, bids, or actual Project cost will not vary from its opinion of probable construction costs (OPCC).

BASIC SERVICES

The proposed basic services, which are outlined below, shall include: project management| coordination, preliminary planning followed by construction documents and regulatory entitlement, bidding assistance and construction phase services for each of the hike and bike trail segments indicated in the preliminary planning phase.

PHASE 1: PROJECT MANAGEMENT and COORDINATION

This task will include the following activities:

- Coordinate a kick-off meeting with the design team and City to identify project goals, schedules and projected milestones. (1 meeting)
- Attend Preliminary site visit/meeting, pre-development meeting, parks board presentation, DPCDC and City Council. (1 meeting)

- Review all modifications and comments requested by jurisdictional and regulatory agencies with the City. (1 meeting)
- Coordinate and oversee revisions to drawings and assist City in submitting final documents to the appropriate agency(s) for final processing, approvals and permits.

PHASE 2: HIKE AND BIKE TRAIL PRELIMINARY PLANNING

This phase will include the following:

- Conduct preliminary meeting with the CITY and assist in determining hike and bike trail priorities and potential trail segments. (1 meeting)
- Data Collection / Site Assessment
 - Compile CITY provided data such as GIS, CAD, aerial photography.
 - Review relevant existing and/or proposed site, transportation and utility infrastructure.
 - Compile Houston-Galveston Area Council LIDAR topographic information.
- The Consultant shall develop a digital photographic inventory of the project limits to document any critical issues potentially impacting the sites, existing conditions, and serve as a reference for the design team.
- Prepare preliminary hike and bike plan based on meeting with the CITY illustrating the each of the five (5) trail segments.
- Prepare an Opinion of Probable Construction Costs (OPCC) for proposed work including appropriate escalation factors and contingencies for each segment.

PHASE 3: CONSTRUCTION DOCUMENTS AND PERMITTING

Upon CITY's approval of the Hike and Bike Trail Preliminary Planning and the associated OPCC, the CONSULTANT will develop working/construction drawings and technical specifications necessary to construct each of the five (5) trail segments.

Construction drawings may include, but not be limited to the following information: general construction and project specific notes, demolition plan, site construction details, grading, and erosion/sedimentation/tree protection. CONSULTANT shall prepare Contract Documents and Technical Specifications that includes a description of materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. CONSULTANT shall coordinate any utility needs and adjustment with the CITY and utility service provider(s). CONSULTANT shall assist CITY in submitting plans to regulatory entities for approval and permitting to be used for bidding and implementation of the project. This phase will include the following:

- Coordinate construction drawings with other team members.
- Prepare fifty percent (50%) construction drawings and OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments.
- Review 50% construction drawings and OPCC with CITY (1 meeting).
- Prepare ninety percent (90%) construction drawings, specifications/project manual and OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments.
- Review 90% construction drawings, specifications/project manual and OPCC with CITY and (1 meeting).

- Prepare final construction drawings, specifications, reports, permit applications, SWPPP and other documents required for permitting and construction; update OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments.
- Assist the CITY in filing the appropriate plans and documents with Texas Department of Licensing and Regulation (TDLR) for accessibility compliance with the 2012 Texas Accessibility Standards (with review by independent Texas Registered Accessibility Specialist RAS).
- Review and address all comments requested by regulatory agencies, the CITY and city development review.
- Revise drawings, OPCC and submit documents to the appropriate agency(s) for final processing, approvals and permits (1 meeting).

NOTE: 1) *All filing, permit review, application and inspection fees to be paid by the CITY.*
 2) *Deliverable quantities for permitting required by the CITY and/or regulatory entities; plans, specification, reports, etc. to be billed as reimbursable expenses.*

Phase 4: BIDDING ASSISTANCE | CONSTRUCTION PHASE SERVICES

TASK A: BIDDING ASSISTANCE

Upon CITY's approval and permitting of Construction Documents, CONSULTANT shall assist CITY during the bidding process. This phase will include the following services:

- Coordinate the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the CITY's requirements.
- Attend and assist the CITY with a pre-bid conference (1 meeting).
- Address contractor RFI's, prepare and issue addenda as required.
- Attend and assist the CITY with bid opening, review/evaluate bids including alternates (1 meeting).
- Provide written recommendation to CITY. Contingent upon project construction delivery method.
- Once approved by CITY Staff, attend CITY Council meeting for award of construction contract as required (1 meeting).

TASK B: CONSTRUCTION PHASE SERVICES

CONSULTANT shall assist CITY during the construction process. CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and CONSULTANT shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. CITY will provide and pay for construction inspection and materials testing services. This phase will include the following:

- Assist CITY with Issuing the Notice to Proceed and assisting with acquiring executed contracts, bonds and insurance from the contractor.

- Attend and assist the CITY in conducting and overseeing a pre-construction meeting (1 meeting).
- Construction observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups (as required).
- Conduct and oversee monthly progress meetings. Consultant will be responsible for recording and keeping minutes of all meetings with City staff and distributing within 48 hours of the meeting date.
- Review and approve contractor's monthly Application and Certification for Payment.
- Attend and assist CITY with substantial completion inspection(s) and walk-thru including TAS inspection; issue punch list and letter of substantial completion for incomplete items including time for completion (1 meeting).
- Attend and assist CITY with final inspection for acceptance of project and issue letter of concurrence (1 meeting).
- Assist CITY in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Review and approve contractor's final Application and Certification for Payment including retainage.

Opinion of Probable Construction Costs (OPCC) Disclaimer

Opinion of probable construction costs provided by the CONSULTANT are based on the CONSULTANT's familiarity with the construction industry and are provided only to assist the CITY throughout the design process; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of the opinion of probable construction costs. Throughout the design process the CONSULTANT will assist the CITY in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

ADDITIONAL SERVICES

The following services are not included within the scope of basic services unless previously discussed above. Should CONSULTANT be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the CITY.

Additional Services may include, but not be limited to, the following:

- Meetings with Regulatory Entities other than the City to review construction documents.
- All filing, permit review and application fees.
- Project Design Surveying.
- Increase in construction documentation, regulatory entitlement, bidding assistance and construction phase services resulting from increase development budget of more than 10%.
- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications not included as part of basic services.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Traffic Impact Analysis.
- Traffic Control Plans.
- Design for site elements other than pre-engineered structures.
- Gas, Telephone/Communication design.
- Design of utility extension(s) to the project site.
- Services required after final acceptance of construction work.
- Preparation of record documents from contractors as-built drawings.
- Detailed Flood Plain Analysis.
- Hydrologic Analysis.
- CLOMR and/or LOMR
- Permitting through Army Corp of Engineers (USACE).
- Geotechnical investigation for structures not accounted for in basic scope of services.
- Environmental services.
- Geological Assessment
- Archeological Assessment.
- Hazardous Site Assessments.
- Construction Staking.
- Property Title Research
- Legal Lot Determinations unless defined within scope of services.

- Preparation of multi-use agreement(s) and exhibits.
- Easement acquisition or vacation including preparation of easement documents.
- Preparation and processing of Waivers, Variances or Exceptions.
- Land Acquisition services.
- Any services related to ROW acquisition.
- Any design work that will require work in the ROW or impact traffic entering and exiting the public and private ROW.
- ROW mapping exhibits and meets and bounds documentation required for ROW acquisition. City Land Acquisition/ROW mapping requirements to be used.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Providing services other than those outlined in scope of services.

ATTACHMENT “B”

Fee Schedule & Reimbursable Expenses for
Deer Park Phase 2 Hike and Bike Trail Improvements
Design and Construction
City of Deer Park, Texas

For the basic services stated previously, the lump sum fee shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period including any deliverables associated with such phase, subject to CITY review and approval. Reimbursable Expense will be performed on a maximum not to exceed manner.

BASE SERVICE TASK	FEES
PHASE 1: Project Management and Coordination	\$ 1,500
PHASE 2: Hike and Bike Preliminary Planning	\$ 3,500
PHASE 3: Construction Documents and Permitting	\$ 30,000
PHASE 4: Bidding Assistance and Construction Phase Services	\$ 10,000
 TOTAL FOR BASIC SERVICES	 \$45,000
Reimbursable Expenses	\$ 2,500

ATTACHMENT “C”

Schedule

Deer Park Phase 2 Hike and Bike Trail Improvements

Design and Construction

City of Deer Park, Texas

CONSULTANT is prepared to begin services necessary for completion of the work identified within Attachment “A” Scope of Work upon execution of the Task Order and it is the intent of the CONSULTANT to work with the CITY to meet the reasonable expectations for delivery of the basic services. The project schedule is to be defined in coordination with the CITY along with the delivery goals at the time of the initial kick-off meeting with the CITY. The CONSULTANT is not responsible for delays incurred by regulatory or reviewing entities.



Legislation Details (With Text)

File #: AGR 17-008 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 2/2/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Consideration of and action on an agreement with Deer Park Independent School District for the provision of a precinct polling location on Election Day pursuant to HB 1.

Sponsors:

Indexes:

Code sections:

Attachments: [DPISD](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on an agreement with Deer Park Independent School District for the provision of a precinct polling location on Election Day pursuant to HB 1.

Summary:

The City of Deer Park has complied with HB 1 since its inception and has had an agreement with Deer Park ISD for the provision of a polling location on Election Day. When HB 1 was adopted, Election Day was the second Saturday in May which the agreement so stated. The Election Day has changed to the first Saturday in May. Therefore, we are amending the agreement between the City and DPISD to reflect so.

Fiscal/Budgetary Impact:

Approval

INTERLOCAL AGREEMENT FOR JOINT ELECTION

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is made and entered into by and between the CITY OF DEER PARK (hereinafter "City") and the DEER PARK INDEPENDENT SCHOOL DISTRICT (hereinafter "District").

WITNESETH

This agreement is made and entered into under the authority of the Texas Interlocal Cooperation Act, codified as Chapter 791. Texas Government Code, and Chapter 271, "Joint Elections", of the Texas Election Code.

That the City and the District, being two political subdivisions of the State of Texas, are authorized by the provisions of Section 271.002 of the Texas Election Code to hold a Joint Election as follows:

- A. The election for each political subdivision is to be held on the same day, the first Saturday in the month of May.
- B. Election for each political subdivision shall be served by a common polling place or places.
- C. The terms of the Joint Election Agreement are as follows:
 - 1. The City shall provide the District a space/location in the Deer Park Community Center for the District's election equipment, machines and personnel for the May election.
 - 2. The City waives all charges for the use of the space/location for said election.

This agreement shall be for the General Election of the City Council, and Board of Trustee members, and any special election held on the 1st Saturday of May by the parties hereto. Should the City and District be subject to a runoff election after the general/special election held on the 1st Saturday in May, this agreement would be continued if both entities elect the same date for a runoff election.

This agreement shall be effective for the General/Special election by the parties hereto, and for any necessary runoff election. This agreement shall automatically renew thereafter on a year to year basis. A party to this agreement may withdraw from this agreement by giving written notice

to the other party hereto on or before December 1 of the year preceding the next election for both parties, to be held on the 1st Saturday of May in an election year in which both entities are authorized under law to have a General Election for Trustees/ City Council.

This agreement has been approved by the respective governing boards of the parties hereto.

IN TESTAMONY WHEREOF, the undersigned are the duly authorized representatives of the parties to this agreement, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

CITY OF DEER PARK AGREED BY:

DEER PARK IND. SCHOOL DISTRICT

James J. Stokes, City Manager

Superintendent of Schools

Shannon Bennett, Deputy City Secretary

Date

Date



Legislation Details (With Text)

File #: AGR 17-009 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 2/2/2017 **In control:** City Council

On agenda: 2/7/2017 **Final action:**

Title: Consideration of and action on an agreement with San Jacinto College District for the provision of a precinct polling location on Election Day pursuant to HB 1.

Sponsors:

Indexes:

Code sections:

Attachments: [SJCD](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on an agreement with San Jacinto College District for the provision of a precinct polling location on Election Day pursuant to HB 1.

Summary:

The City of Deer Park has complied with HB 1 since its inception and has had an agreement with San Jacinto College District for the provision of a polling location on Election Day. When HB 1 was adopted, Election Day was the second Saturday in May which the agreement so stated. The Election Day has changed to the first Saturday in May. Therefore, we are amending the agreement between the City and DPISD to reflect so.

Fiscal/Budgetary Impact:

Approval

INTERLOCAL AGREEMENT FOR JOINT ELECTIONS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is made and entered into by and between SAN JACINTO COMMUNITY COLLEGE DISTRICT (hereinafter "SJCD") and CITY OF DEER PARK (hereinafter "CITY").

WITNESSETH:

1. This Agreement made and entered into under the authority of the Texas Interlocal Cooperation Act, codified as Chapter 791, Texas Government Code and Chapter 271, "Joint Elections", of the Texas Election Code.
2. That SJCD and CITY, being two or more political subdivisions are authorized by the provisions of Section 271.002, of the Texas Election Code to hold a Joint Election, as follows:
 - A. The election for Trustees for SJCD and the election of Mayor and Council members for CITY &/ or Special Elections to be held on first Saturday in the month of May.
 - B. Election for each political subdivision can be served by common polling place.
 - C. The terms of the Joint Election Agreement are as follows:
 1. CITY shall provide SJCD a space /location for election machines and equipment of SJCD in the Deer Park Community Center for any General or Special Election by SJCD held on the 1st Saturday of May.
 2. The City waives all charges for the use of the space/location for said election.
3. This agreement shall be for the general election of Trustees, Mayor/ Council members and any special election held on the 1st Saturday in May by the parties hereto. The City and SJCD may be subject to a runoff election after the General /Special Election held on the 1st Saturday in May. This agreement would be continued if both entities select the same date for a runoff.

4. This agreement shall be effective for any General/Special elections of the parties hereto, and any necessary runoff elections.

This Agreement shall automatically renew thereafter on a year to year basis. A party to this Agreement may withdraw from this Agreement by giving written notice to the other party hereto on or before December 1st of the year preceding the next election for both parties, to be held on the 1st Saturday of May, in an election year in which both entities are authorized under law to have a General Election for Trustees/Mayor/Council.

5. This Agreement has been approved by the respective governing boards of the parties hereto.
6. IN TESTIMONY WHEREOF, the undersigned are the duly authorized representatives of the parties to this Agreement, and their signatures represent adoption and acceptance of the terms and conditions of this Agreement.

WITNESS OUR HANDS effective _____, 2017

CITY OF DEER PARK

ATTEST:

JAMES J. "JAY" STOKES
City Manager

SHANNON BENNETT
Deputy City Secretary

SAN JACINTO COMMUNITY COLLEGE DISTRICT

ATTEST:

_____, Secretary
San Jacinto Community College District
Board of Trustees

_____, President
San Jacinto Community College District
Board of Trustees

Political Subdivision: City of Deer Park
Address: P.O. Box 700
City, State, Zip: Deer Park, TX 77536
Telephone: (281) 478-7247
Fax: (281) 542-9796
Email: **sbennett@deerparktx.org**

Political Subdivision: San Jacinto Community College District
Address: 4624 Fairmont Parkway, Suite 205
City, State, Zip: Pasadena, TX 77504
Telephone: (281) 998-6183
Fax: (281) 998-6183
Email: **ginger.lambert@sjcd.edu**



Legislation Details (With Text)

File #: ORD 17-011 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 2/3/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Consideration of and action on an ordinance appointing a member to the Parks and Recreation Commission.
Sponsors: City Secretary's Office
Indexes:
Code sections:
Attachments: [Appoint 1 Member to Parks Recreation Commission-Term ending May 2018](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on an ordinance appointing a member to the Parks and Recreation Commission.

Summary:

Gary Baggett resigned from the Parks and Recreation Commission.

On January 13, 2017, the Boards and Commission Selection Committee met and reviewed all applications. The Committee is recommending Eric Ripley be appointed to fill the remaining term of Gary Baggett. (February 7, 2017 - May 31, 2018).

Fiscal/Budgetary Impact:

None

To accept the Boards and Commission Selection Committee's recommendation and approve the appointment of Eric Ripley to the P&R Commission.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE MEMBER OF THE PARKS & RECREATION COMMISSION OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That **Eric Ripley**, be and he is hereby appointed as a member of the Parks & Recreation Commission of the City of Deer Park, to serve for a term ending May 31, 2018.

2. That the right to terminate the aforesaid appointment is hereby reserved by the City Council of the City of Deer Park, Texas, and may be exercised by it at its will, with or without good cause.

3. It is officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of the State of Texas.

4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that it is necessary that members of the Recreation Commission be appointed immediately so that the recreation program of the City can continue without interruption, in order that the health, safety and welfare of its citizens may be safeguarded and preserved, thereby creating an emergency, for which the Charter requirements providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

Acting City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 17-008 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 1/23/2017 **In control:** City Council

On agenda: 2/7/2017 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the additional cost necessary to complete the purchase of a Skid Steer Loader for the Sanitation Department.

Sponsors: Public Works, Finance

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY17 Skid Steer](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Budget for the additional cost necessary to complete the purchase of a Skid Steer Loader for the Sanitation Department.

Summary: The Fiscal Year 2016-2017 Sanitation Department Budget includes \$29,900 for the lease-purchase financing of a new Skid Steer Loader (replacing a 2003 Skid Steer Loader with 1,990 hours). The \$59,186 cost of the new equipment is much lower than anticipated, and the City believes it is more cost effective to pay the total cost of the equipment at the time of purchase rather than through financing the purchase over a period of years. (Note: the estimated cost was \$85,000 and this amount was the basis for the calculation of lease-purchase financing for the Fiscal Year 2016-2017 Budget.)

In order to complete this purchase during the current fiscal year, it is necessary to amend the Fiscal Year 2016-2017 Sanitation Department Budget for the difference between the total cost and the budgeted financing cost of this equipment. The additional amount needed to fund the total purchase during Fiscal Year 2016-2017 is \$29,286. An amendment in the amount of \$29,286 for the additional cost of the new Skid Steer Loader is proposed for the Fiscal Year 2016-2017 Budget.

Fiscal/Budgetary Impact:

The additional cost of \$29,286 will be added to the Fiscal Year 2016-2017 Sanitation Department Budget and will be funded by the unassigned fund balance of the General Fund, which is sufficient to accommodate this additional cost (10-402-4907, Large Trucks/Heavy Rolling Stock).

Approve the ordinance to amend the Fiscal Year 2016-2017 Sanitation Department Budget for the additional cost necessary to complete the purchase of the Skid Steer Loader during Fiscal Year 2016-2017.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 includes \$29,900.00 for the first year of lease-purchase financing for a Skid Steer Loader for the Sanitation Department.

III.

That the actual cost of \$59,186.00 for the Skid Steer Loader is much lower than the anticipated cost of \$85,000.00, which was used as the basis to estimate the budgeted amount of \$29,900.00 for the first year of lease-purchase financing.

IV.

That it is more cost effective to pay the total \$59,186.00 cost for the Skid Steer Loader rather than financing the purchase over a period of years.

V.

That in order to complete the purchase of the Skid Steer Loader during the fiscal year ending September 30, 2017, it is necessary to amend the budget for the fiscal year ending September 30, 2017 to include the additional \$29,286.00 above the estimated amount of \$29,900.00 included in the budget for the fiscal year ending September 30, 2017 for lease-purchase financing.

VI.

That funding for the amendment to the expenditures of the adopted budget of the Sanitation Department for the fiscal year ending September 30, 2017 will include the amount of \$29,286.00 from the unassigned fund balance of the General Fund.

VII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2017, be, and the same is hereby, in all respects finally approved and amended as so described above and shall be, and is hereby, filed with the City Secretary of said City.

VIII.

That the amount specified is for the purpose named in said budget, and is hereby appropriated to and for such purpose.

IX.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

X.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XI.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2016-2017 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with,

and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: AUT 17-010 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 1/20/2017 **In control:** City Council
On agenda: 2/7/2017 **Final action:**
Title: Consideration of and action on authorization to purchase a Skid Steer Loader for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2017 Skid Steer Loader - Sanitation Form 1295 - Skid Steer](#)

Date	Ver.	Action By	Action	Result
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Consideration of and action on authorization to purchase a Skid Steer Loader for the Sanitation Department through the Houston-Galveston Area Council Cooperative Purchasing Program.

Summary: The Sanitation Department is requesting the purchase of a new Skid Steer Loader as a replacement for a 2003 Skid Steer with 1,990 hours used.

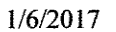
Vendor: Associated Supply Co, Inc.

Cost: \$56,186

Included in the Fiscal Year 2016-2017 Budget is the amount of \$29,900 for the lease-purchase financing of this equipment. Because the cost of the Skid Steer is much lower than estimated, the City will submit a request to amend the budget in order to pay the total cost of the Skid Steer during the current fiscal year at time of purchase rather than financing the purchase over several years.

Fiscal/Budgetary Impact:

A budgeted amount of \$29,900 is included in the Fiscal Year 2016-2017 Sanitation Department Budget, Account No. 10-402-4907, Large Trucks/ Heavy Rolling Stock.



\$56,186.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

ASCO
Houston, TX United States

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

City Of Deer Park

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

B161761
CASE Skid Steer

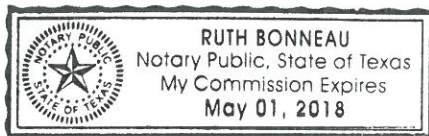
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

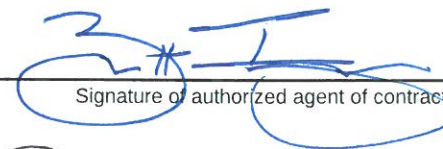


6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ruth Bonneau, this the 20th day of January, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Ruth Bonneau
Printed name of officer administering oath

Notary
Title of officer administering oath



Legislation Details (With Text)

File #: ORD 17-010 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/2/2017 **In control:** City Council

On agenda: 2/7/2017 **Final action:**

Title: Consideration of and action on an ordinance correcting the ending effective date approving certain industrial district agreements; providing for execution; providing severability; and declaring an emergency.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Industrial District Agreement--Misc Eneitites-Correction for ending date-01-2017](#)

Date	Ver.	Action By	Action	Result
2/7/2017	1	City Council		

Consideration of and action on an ordinance correcting the ending effective date approving certain industrial district agreements; providing for execution; providing severability; and declaring an emergency.

Summary:

In 2014, the City of Deer Park and local industry officials negotiated a new Industrial District Agreement for all properties located in the City's extra territorial jurisdiction. This agreement runs for a twelve (12) year period, beginning January 1, 2015 and concluding December 31, 2026. While these dates were stated accurately in the signed industrial district agreements, the Ordinances used to adopt said agreements on behalf of the City incorrectly listed the agreements' termination date as December 31, 2027. These Ordinances included Ordinance Numbers 3696, 3705, 3708, 3712, 3865, 3866. Affected industries include BKTT Development LLC, Independence Business Park LLC, ITC Momentive Specialty Chemicals Inc., Evonik Oil Additive USA Inc., Trimac Transportation Inc., and Valvoline. With this action, Council is adopting a new Ordinance correcting the effective date (making it December 31, 2026) listed in each of these previously adopted ordinances.

Fiscal/Budgetary Impact:

N/A

Approval is recommended.

ORDINANCE NO. _____

AN ORDINANCE CORRECTING THE ENDING EFFECTIVE DATE APPROVING CERTAIN INDUSTRIAL DISTRICT AGREEMENTS; PROVIDING FOR EXECUTION; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. The City Council of the City of Deer Park previously ratified and approved the Industrial District Agreements between the City of Deer Park and companies which own property in the “Deer Park Industrial District”, said agreements are dated effective January 1, 2015 continuing until December 31, 2026, under prior Ordinance No(s). 3696, 3705, 3708, 3712, 3865, and 3866 which incorrectly stated the ending date as December 31, 2027 in the Ordinances, ratifying and approving the Industrial District Agreements of the following companies:

- a. BKT Development LLC
- b. Independence Business Park LLC
- c. ITC Momentive Specialty Chemicals Inc
- d. Evonik Oil Additive USA Inc
- e. Trimac Transportation Inc
- f. Valvoline

2. The City Council of the City of Deer Park hereby ratifies and approves all of the contracts in said Ordinances with the corrected ending date of December 31, 2026.

3. In the event any portion of this ordinance or agreement attached hereto, or the application of the same to any person or circumstance shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate this ordinance or any agreement approved herein, as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

4. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

5. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that it is necessary that the Industrial District Agreements are approved to provide revenue for the police, fire, water, sanitary sewer, draining and health services of said City in order to better protect its citizens and property be made immediately available, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its first reading and accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney