CITY OF DEER PARK
JUNE 18, 2019 - 7:30 PM
CITY COUNCIL MEETING - FINAL

DEER PARK
Continuous of Texas

COUNCIL CHAMBERS 710 E SAN AUGUSTINE DEER PARK, TX 77536

Sherry Garrison, Council Position 1 TJ Haight, Council Position 2 Tommy Ginn, Council Position 3

James Stokes, City Manager Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

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

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

Ordinance #4081 Resolution #2019-07

CALL TO ORDER

The 1735th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclamation for Safety Week June 24th - 28th, 2019. PRO 19-011

Attachments: Safety Week in Deer Park

2. Presentation of July 4th Independence Day Event.

PRE 19-019

Recommended Action: Applause

3. Presentation of the Moon Landing Movie in the Park (July 20). PRE 19-017

Recommended Action: Plan to attend our free Moon Landing Movie in the Park at Dow Park on

July 20!

AWARDING/REJECTING BIDS

4. Awarding Bid for a One-Year Supply of Refuse Bags. BID 19-022

Recommended Action: Award bid to Houston Poly Bag for 18,000 rolls at a unit price of \$8.72/roll

for a total cost of \$156,960.

Department: Finance

<u>Attachments:</u> <u>Bid Tab - Refuse Bags</u>

CONSENT CALENDAR

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.

Approval of minutes of workshop meeting on June 4, 2019.

MIN 19-084

<u>Recommended Action:</u> Approval of minutes

Attachments: CC MW 060419

6. Approval of minutes of regular meeting on June 4, 2019. MIN 19-085

Recommended Action: Approval

Attachments: CC MR 060419

7. Authorization to seek bids on the Hurricane Harvey Storm Outfall Repair project.

Recommended Action: Authorization seeking bids on the Hurricane Harvey Storm Outfall Repair

project.

8. Acceptance of the City Hall project and release of retainage to Construction

LTD.

ACT 19-020

Recommended Action: Accept the project and closeout the project.

<u>Attachments:</u> Contingency

Pay Application, Retainage

Acceptance and release of retainage for the 13th Street Paving
 Improvements Project.

Recommended Action: Staff is requesting acceptance and retainage release for the completed

project

Department: Public Works

10. Acceptance of completion of the City Hall and City Council Audio-Video

ACT 19-022

Projects.

Recommended Action: Accept the project and closeout the project.

Attachments: Ford AV City Hall Contract

Ford AV Council Chambers Contract

City Hall Change Orders

Council Chambers Change Orders

Council Chambers Approved Change Order

11. Authorization to submit a grant application for Shell's Deer Park Community

GRT 19-005

Grant.

Recommended Action: Authorize submittal of grant application

<u>Attachments:</u> Shell program-outcome-form

12. Authorization to purchase a pump from Zone Industries, DBA Precision Pump Systems through Buy Board Contract #589-19 for the Battleground Golf Course.

AUT 19-036

Recommended Action: Authorize to purchase a pump from Zone Industries, DBA Precision Pump

Systems through Buy Board Contract #589-19 for the Battleground Golf

Course.

<u>Attachments:</u> Battleground Golf Course Emergency Back-Up Quote

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

13. Consideration of and action on entering into an agreement with CDM Smith for professional engineering support services for task associated with fiberglass reinforced plastic (FRP) launder covers for Deer Park - Waste Water Treatment Plant (WWTP). AGR 19-023

Recommended Action: Enter into an engineering agreement with CDM Smith for proposed

Amendment #3 task.

Department: Public Works

<u>Attachments:</u> Public Works - WWTP - Launder Cover Proposal 06-07-19

14. Consideration of and action on authorization to purchase services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform Pipe-bursting of the 8" Waterline on Holden St. .

PUR 19-015

Department: Public Works

15. Consideration of and action on authorization to purchase services from IPR - South Central, through the HGAC Cooperative Purchasing Program to

PUR 19-016

perform Sanitary Pipe-bursting of the Regency Park Subdivision .

Department: Public Works

16. Consideration of and action on the renewal of an agreement with the American National Red Cross for Specialized Transportation Services.

AGR 19-022

Recommended Action: Approval

Department: City Manager's Office

Attachments: Red Cross Agreement 2019

17. Consideration of and action on an amendment to Cobb Fendley's professional service contract for additional services.

AMD 19-004

Recommended Action: Staff recommends approval

Attachments: Amended contract 6 4 2019 (current)

18. Consideration of and action on an ordinance amending the fee schedules for building permits, emergency medical services, and the Fire drill field.

ORD 19-034

Recommended Action: Staff recommends adoption of the proposed ordinance.

Department: Public Works

<u>Attachments:</u> Ordinance Appendix B-Section 18-53-06-2019

Exhibit to Appendix B Section 18-53-06-2019 hdr

Commercial Fee Comparison
Residential Fee Comparison

HB 852 - TML

Schedule of Fees proposed changes 2019

EMS - Schedule of Fees - 7-1-19 - PROPOSED

ADJOURN

Shannon Bennett, TRMC City Secretary

Posted on Bulletin Board June 14, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodations services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.



Legislation Details (With Text)

File #: PRO 19-011 Version: 1 Name:

Type: Proclamation Status: Agenda Ready

File created: 6/7/2019 In control: City Council

Title: Proclamation for Safety Week June 24th - 28th, 2019.

Sponsors:

On agenda:

Indexes:

Code sections:

Attachments: Safety Week in Deer Park

6/18/2019

Date Ver. Action By Action Result

Final action:

Proclamation for Safety Week June 24th - 28th, 2019.

Summary: Recognize the Safety Committee and Present Proclamation for Safety Week.

Fiscal/Budgetary Impact:

N/A



Office of the Mayor



WHEREAS, the City of Deer Park values the safe and healthful workplaces for our employees; and

WHEREAS, safer organizations enjoy increased productivity, stronger employee satisfaction and a better reputation, while incurring lower works compensation, property, liability and healthcare costs; and

WHEREAS, the city's Safety Committee is tasked not only with review and recommendations of city safety incidents, but also the fostering of a strong safety culture at the city and the modeling of safe behaviors; and

WHEREAS, during the week of June 24-28, 2019, designated as Deer Park City Safety Week, the city's Safety Committee with assistance from various other entities, will conduct activities designed to increase employee (and employee family members) awareness of being safe at work and encouraging safe work practices to enhance the city's safety efforts.

NOW, THEREFORE, I, MAYOR JERRY MOUTON, City of Deer Park, Texas, by virtue of the authority vested in me by the Constitution and laws of the City of deer Park, Texas do hereby proclaim the week of June 24-28, 2019 as

"DEER PARK CITY SAFETY WEEK"

and encourage all employees and their family members to support SAFETY WEEK activities designed to increase awareness of the importance of safe workplaces for all.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this eighteenth day of June, Two Thousand and Nineteen, A.D.

Jerry Mouton, Mayor City of Deer Park, Texas



Legislation Details (With Text)

File #: PRE 19-019 Version: 1 Name:

Type: Presentation Status: Agenda Ready
File created: 6/5/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Presentation of July 4th Independence Day Event.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Presentation of July 4th Independence Day Event.

Summary: The following 4th of July activities will be discussed by Rene McBride

- Fireworks Starting at 9:15 pm
 - Should last about 20-25 minutes
- Sand Castle contest
 - Registration starts at 5:30 pm. Build time from 6-8 pm. Judging at 8:15pm. Open to everyone but limited to 10 spaces.
- Armadillo Races
 - Will be conducted continuously throughout the duration of the event.
- Live music
 - Performance by OMG. Will play a variety of music throughout the evening.
- Other activities
 - o Concessions, inflatables, Citizen's Police Academy raffle, arts and crafts, etc.

Fiscal/Budgetary Impact:

None

File #: PRE 19-019, Version: 1

Applause



Legislation Details (With Text)

File #: PRE 19-017 Version: 1 Name:

Type: Presentation Status: Agenda Ready
File created: 5/24/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Presentation of the Moon Landing Movie in the Park (July 20).

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Presentation of the Moon Landing Movie in the Park (July 20).

Summary:

Did you know that July 20 is the 50th anniversary of the Apollo 11 Moon Landing? Mark your calendars to celebrate with City of Deer Park Tourism, the Parks and Recreation Department, the Deer Park Public Library and the Deer Park Animal Shelter and Adoption Center!

In celebration of this historic event, we are hosting a FREE Moon Landing Movie in the Park! Join us at dusk, which we expect to be around 8:20PM, on Saturday, July 20 at Dow Park. Dow Park is located at 610 East San Augustine.

We'll play a special message from the International Space Station, a documentary recounting the historic moon landing and Houston's role in the event, and a screening of "Unsung Heroes"!

The Deer Park Citizens Police Academy will provide concessions for purchase, so make sure you arrive early to grab your snacks. The Deer Park Public Library will have lots of important information about their Summer Reading Program, as well as giveaways. Additionally, the Deer Park Animal Shelter and Adoption Center will have adoptable dogs with them - make sure you orbit over and say hi!

Although you won't need a telescope to see what's going on in space, we encourage you to bring a lawn chair or blanket to fully enjoy the view.

For more information, please visit http://visit.deerparktx.org/1781/Moon-Landing-Movie-in-the-Park.

Fiscal/Budgetary Impact:

\$100 - boosting the event to our targeted Houston-area audience on Facebook through Tourism

\$90 - 500 bookmarks - Generously sponsored by the Deer Park Public Library

File #: PRE 19-017, Version: 1

Plan to attend our free Moon Landing Movie in the Park at Dow Park on July 20!





Legislation Details (With Text)

File #: BID 19-022 Version: 1 Name:

Type:BidsStatus:Agenda ReadyFile created:6/5/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Awarding Bid for a One-Year Supply of Refuse Bags.

Sponsors: Finance

Indexes:

Code sections:

Attachments: Bid Tab - Refuse Bags

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Awarding Bid for a One-Year Supply of Refuse Bags.

Summary:

The City advertised and received five (5) bids for refuse bags to be purchased for FY 2019-2020. Currently the City has 9,975 active residential water accounts so the City would need 19,950 rolls available in October for each resident to receive two (2) rolls of refuse bags. Residents have the option to purchase additional rolls of bags throughout the year.

The City currently has approximately 4,600 refuse bags in storage and recommends the purchase of a quantity of 18,000 rolls for the 2019-2020 fiscal year. The low bid for 18,000 rolls is Houston Poly Bag at a unit price of \$8.72/roll for a total cost of \$156,960. Samples of the company's refuse bags were submitted in accordance with the bid specifications.

Current vendor - Houston Poly Bag

\$8.67/roll for 18,000 rolls total cost \$156,060

Fiscal/Budgetary Impact:

Refuse bags are budgeted in the Sanitation Department, Account No. 010-402-4309, Garbage Bags.

Award bid to Houston Poly Bag for 18,000 rolls at a unit price of \$8.72/roll for a total cost of \$156,960.

Bid Opening Refuse Bags June 3, 2019 2 p.m.

Vendor

HOUSTON POLY BAG
TOMBALL, TX.

Option A - Quantity: 16,000 rolls Unit Price: \$.40 Total: 140, 800

Option B - Quantity: 18,000 rolls Unit Price: \$.77 Total: 156,060

Option C - Quantity: 20,000 rolls Unit Price: \$.65 Total: 173 000

Option D - Quantity: 22,000 rolls Unit Price: S. U.S.

Total:__

190, 300

Vendor

UNIPAK CORP. BROOKLYN, NY

'NO BID'

 Option A - Quantity: 16,000 rolls
 Unit Price:
 Total:

 Option B - Quantity: 18,000 rolls
 Unit Price:
 Total:

 Option C - Quantity: 20,000 rolls
 Unit Price:
 Total:

 Option D - Quantity: 22,000 rolls
 Unit Price:
 Total:

Vendor

CENTRAL POLY CORP. LINDEN, NJ

Option A - Quantity: 16.000 rolls Unit Price: 16.40 Total: 262,400
Option B - Quantity: 18.000 rolls Unit Price: 16.40 Total: 228,000
Option C - Quantity: 20.000 rolls Unit Price: 16.40 Total: 328,000
Option D - Quantity: 22.000 rolls Unit Price: 16.40 Total: 328,000

DISPOSE N SAVE MONROE, NY

Option D - Quantity: 22,000 rolls Unit Price: 14.72 Total: 323,840 Option B - Quantity: 18,000 rolls Unit Price: Option A - Quantity: 16,000 rolls Unit Price: 1602 Total: 237,120 Option C - Quantity: 20,000 rolls Unit Price: 14.74 アンド Total: 394 800 Total: Octo, CHO

Vendor

INTERBORO PACKAGING CORP. MONTGOMERY, NY

 Option A - Quantity: 16,000 rolls
 Unit Price: 19.09
 Total: 355,440

 Option B - Quantity: 18,000 rolls
 Unit Price: 19.01
 Total: 340,900

 Option C - Quantity: 20,000 rolls
 Unit Price: 19.01
 Total: 380,900

 Option D - Quantity: 22,000 rolls
 Unit Price: 18.09
 Total: 380,900

Vendor

X-L PLASTICS INC. CLIFTON, NJ

Option A - Quantity: 16,000 rolls Unit Price: 18.11 Total: 289, 760

Option B - Quantity: 18,000 rolls Unit Price: 18.11 Total: 235,980

Option C - Quantity: 20,000 rolls Unit Price: 17.68 Total: 362, 260

Option D - Quantity: 22,000 rolls Unit Price: 17.68 Total: 395,560



Legislation Details (With Text)

File #: MIN 19-084 Version: 1 Name:

Type:MinutesStatus:Agenda ReadyFile created:6/7/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Approval of minutes of workshop meeting on June 4, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: <u>CC_MW_060419</u>

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
| | | | | |

6/18/2019 1 City Council

Approval of minutes of workshop meeting on June 4, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval of minutes

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JUNE 4, 2019, BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR. MAYOR
TJ HAIGHT COUNCILMAN
TOMMY GINN COUNCILMAN
BILL PATTERSON COUNCILMAN
RON MARTIN COUNCILMAN
RAE SINOR COUNCIL WOMAN

OTHER CITY OFFICIALS PRESENT:

GARY JACKSON ASSISTANT CITY MANAGER
SHANNON BENNETT CITY SECRETARY
JIM FOX CITY ATTORNEY

- 1. <u>MEETING CALLED TO ORDER</u> Mayor Mouton called the workshop to order at 6:45 p.m.
- 2. PRESENTATION OF THE ECONOMIC ALLIANCE HOUSTON PORT REGION ANNUAL REPORT Chad Burke, President of the Economic Alliance, gave an overview of the annual report of the Economic Alliance and highlighted the Mission, 'Who is Represented' (12 cities, Harris County, Port of Houston and 250 plus private sector members).
 - Mr. Burke introduced Fred Welch of the Economic Alliance. Mr. Welch highlighted the Professional Economic Development Services, the impact of the Houston Port Region-ED Projects, Current Project Pipeline Breakdown and the Petrochemical Industry.
 - Mr. Burke continued the discussion highlighting the Transportation Projects, Public Transportation Taskforce, Public Policy and Workforce Development. An invitation was extended to attend the monthly meetings and the Gulf Coast Industry Forum on September 18th & 19th, 2019. (Exhibit A1-A4)
- 3. <u>DISCUSSION OF ISSUES RELATING TO ANNEXATION OF A 37.0002 ACRE TRACT WITHIN THE CITY'S EXTRA TERRITORIAL JURISDICTION INTO THE CITY OF DEER PARK UPON WRITTEN REQUEST OF THE PROPERTY OWNER Assistant City Manager Gary Jackson advised the Council of the ordinance for the voluntary annexation of a 37.0002 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park requested by Molto Properties and presented a timeline of events, which includes a Service Plan, Sewer Line Maintenance Agreement, a Zoning Designation for M3, a Zoning Code Amendment and a Specific Use Permit application.</u>
- 4. <u>DISCUSSION OF ISSUES RELATING TO MAXWELL ADULT CENTER CERAMICS PROGRAM</u> Charlie Sandberg, Director of Parks and Recreation, Jacob Zuniga, Assistant Director of Parks and Recreation and Janica Hughey, Senior Services Supervisor presented a

6.

Shannon Bennett, TRMC

City Secretary

presentation of the Ceramics Program. Mr. Sandberg gave an overview of how the program was ran before the pre-construction, during construction and post construction. With the pre-construction, there were 10-15 participants, open to Deer Park residents only. The patrons would paint the pieces at the Maxwell Center and City Staff would fire them at the Maxwell Center. During the construction, to continue with the Ceramics Program, the class moved to the Avon Center. The classes decreased from two classes to one class, which decreased some of the participation due to the move and dues were not collected. In monthly meetings, the future of the program was discussed. During post construction, the program stayed the same. There were 6-7 participants per week in the class and no dues collected.

Ms. Hughey discussed the fees and the breakdown of the pre-construction, during construction and post construction cost.

Mr. Sandberg continued the discussion with a recap of the survey given to the Seniors prior to the construction project of the programs desired. The Seniors were instructed to number 1-11 their importance of the programs with 1 being the most important and 11 being the least important. The Ceramics Program was rated 7.7. The purpose of the survey was to evaluate all of the programs and to consider the space of the new Adult Maxwell Center. It was important to utilize the space with the amount of money allocated for the renovations and continue to offer the same services potentially knowing not all of the same services would be available at the Maxwell Center, outside resources would have to be considered. The Staff was tasked to give options to continue the Ceramics Program. Option #1, continue the program, as is, Option #2, use the old Animal Shelter and Option #3, use the Kingsdale Center. With Option 2 & 3, there is cost associated for Staff. Staff is also making a recommendation of purchasing new kilns, since the kilns have been stored for two years. (Exhibits B1-B3)

5. <u>RECESSED/RECONVENED</u> – Mayor Mouton recessed the workshop meeting at 7:30 p.m. to open the regular meeting and reconvened the workshop meeting at 7:30 p.m.

After a lengthy discussion was held, the consensus of the Council is to proceed with Option 1 and insure the stored kilns are working.

Jerry Mouton, Jr.

Mayor

| | • | J | • | C | • |
|---------|---|---|-------|-------|---|
| ATTEST: | | | APPRO | OVED: | |
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| | | | | | |

ADJOURN – Mayor Mouton adjourned the workshop meeting at 8:00 p.m.



Legislation Details (With Text)

File #: MIN 19-085 Version: 1 Name:

Type:MinutesStatus:Agenda ReadyFile created:6/7/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Approval of minutes of regular meeting on June 4, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: CC MR 060419

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
| | | | | |

6/18/2019 1 City Council

Approval of minutes of regular meeting on June 4, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1734TH 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 JUNE 4, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.

TJ HAIGHT

COUNCILMAN

TOMMY GINN

BILL PATTERSON

RON MARTIN

RAE SINOR

MAYOR

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES

GARY JACKSON

SHANNON BENNETT

JIM FOX

CITY MANAGER

ASSISTANT CITY MANAGER

CITY SECRETARY

CITY ATTORNEY

- 1. MEETING CALLED TO ORDER Mayor Mouton called the meeting to order at 7:30 p.m.
- 2. <u>RECESS/RECONVENE</u> Mayor Mouton recessed the meeting at 7:30 p.m. and reconvened the meeting at 8:01 p.m.
- 3. <u>INVOCATION</u> The invocation was given by Councilman Patterson.
- 4. <u>PLEDGE OF ALLEGIANCE</u> Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
- 5. <u>AWARDING BID FOR THE 2019 LANE STRIPING PROJECT</u> Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to award the bid for the 2019 Lane Striping Project to Semper Striping LLC, lowest bidder, in the amount of \$147,487.37. Motion carried 6 to 0.
- 6. SET ASIDE AND RE-AWARD THE BID FOR A ONE-YEAR SUPPLY OF SODIUM HEXAMETAPHOSPHATE FOR THE WATER TREATMENT PLANT WITH THE OPTION TO RENEW FOR AN ADDITIONAL YEAR Motion was made by Councilman Martin and seconded by Councilwoman Sinor to set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate for the Water Treatment Plant with the option to renew for an additional year to Chemical Connection, lowest bidder in the amount of 50,000 units @ \$0.895/pound. Motion carried 6 to 0.

- 7. <u>CONSENT CALENDAR</u> Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on May 21, 2019.
 - b. Approval of minutes of regular meeting on May 21, 2019.
 - c. Approval of tax refund to McGrath Rentcorp in the amount of \$893.03 due to an overpayment.
 - d. Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.
 - e. Authorization to seek bids on the Police Firearms Training Facility repair project.

Motion carried 6 to 0.

- 8. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH SHELL FOR THE DONATION OF SEVEN FRAMED WATERCOLOR PAINTINGS BY ARTIST MARTHA HAYES DEPICTING THE CITY AND SHELL'S HISTORY Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the agreement with Shell for the donation of seven framed watercolor paintings by artist Martha Hayes depicting the City and Shell's history. Motion carried 6 to 0.
- 9. CONSIDERATION OF AND ACTION ON AUTHORIZING THE PURCHASE OF ROOF REPAIRS FROM ATLAS UNIVERSAL ROOFING, INC THROUGH CHOICE FACILITY PARTNERS COOPERATIVE MEMBER # 18/060JN-01 FOR ROOF REPAIRS AT EARL DUNN GYMNASIUM—Motion was made by Councilman Ginn and seconded by Councilman Patterson to authorize the purchase of roof repairs from Atlas Universal Roofing, Inc. through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium. Motion carried 6 to 0.
- 10. CONSIDERATION OF AND ACTION ON AUTHORIZING THE PURCHASE OF HVAC REPAIRS AT THE MUNICIPAL COURTS & THEATRE BUILDING FROM JOHNSON CONTROLS THROUGH TIPS CONTRACT #18010101— Motion was made by Councilman Martin and seconded by Councilman Patterson to authorize the purchase of HVAC repairs at the Municipal Courts & Theatre Building from Johnson Controls through TIPS Contract #18010101. Motion carried 6 to 0.

- CONSIDERATION OF AND ACTION ON THE APPROVAL OF A REQUEST FROM BALLARD EXPLORATION COMPANY, INC. FOR A GEOPHYSICAL PERMIT -Motion was made by Councilman Patterson and seconded by Councilman Martin to approve the request from Ballard Exploration Company, Inc. for a Geophysical Permit. Motion carried 6 to 0.
- CONSIDERATION OF AND ACTION ON RENEWING THE CONTRACT WITH KHSS VENTURES, INC. (DBA SKILLET'S RESTAURANT) FOR THE SENIOR MEALS PROGRAM – Motion by Councilman Ginn and seconded by was made Councilman Patterson to approve renewing the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program. Motion carried 6 to 0.
- CONSIDERATION OF AND ACTION ON AN ORDINANCE ANNEXING A 37.0002 ACRE TRACT WITHIN THE CITY'S EXTRA-TERRITORIAL JURISDICTION INTO THE CITY OF DEER PARK UPON WRITTEN REQUEST OF THE PROPERTY OWNER AND APPROVING A SERVICE PLAN FOR SUCH TERRITORY - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No. 4078, captioned as follows:

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DEER PARK, TEXAS, TO ANNEX A 37.0002 ACRE TRACT WITHIN THE EXTRA-TERRITORIAL JURISDICTION WITHIN BOUNDARIES, UPON WRITTEN REQUEST BY THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; MAKING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING SAVING, SEVERABILITY CLAUSES.

Motion carried 6 to 0.

- 14. CONSIDERATION OF AND ACTION ON A REFERRAL TO THE PLANNING AND ZONING COMMISSION TO AMEND THE ZONING ORDINANCE BY ALLOWING LAYDOWN YARDS IN M3 DISTRICT; ADD USE GROUPS 34 AND 35 TO PRINCIPAL USES IN M3 DISTRICT: INCLUDING OFFICE WAREHOUSE OR DISTRIBUTION CENTER AS A PERMITTED USE IN THE M3 DISTRICT REQUIRING A SPECIFIC USE PERMIT - Motion made by Councilman Patterson and seconded by Councilwoman Sinor on the referral to the Planning and Zoning Commission to amend the Zoning Ordinance to allow laydown yards in M3 district; add use groups 34 and 35 to principal uses in M3 district; including office warehouse or distribution center as a permitted use in the M3 district; requiring a specific use permit. Motion carried 6 to 0.
- 15. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO ESTABLISH A ZONE DESIGNATION FOR INTENSIVE INDUSTRIAL (M3) DISTRICT – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to authorize and establish a zone designation for Intensive Industrial (M3) District and refer to the Planning and Zoning Commission to schedule a Public Hearing. Motion carried 6 to 0.

16. CONSIDERATION OF AND ACTION ON THE REQUEST OF MOLTO PROPERTIES FOR A SPECIFIC USE PERMIT TO CONSTRUCT A BULK WAREHOUSE AT 739 INDEPENDENCE PARKWAY – Motion was made by Councilman Ginn and seconded by Councilman Patterson to approve the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 739 Independence Parkway.

Motion was amended by Councilman Ginn and seconded by Councilman Patterson to refer to the Planning and Zoning Commission to schedule a Public Hearing. Motion carried 6 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 CAPITAL IMPROVEMENTS FUND BUDGET FOR THE PURCHASE OF PHASE 2 AND PHASE 3 OF THE WHELEN OUTDOOR SIREN SYSTEM UPGRADE – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Ordinance No. 4079, captioned as follows:

AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 6 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM SANWOOD INVESTMENTS, L.P. TO THE CITY OF DEER PARK OF A WATERLINE EASEMENT – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Ordinance No. 4080, captioned as follows:

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM SANWOOD INVESTMENTS, L.P. TO THE CITY OF DEER PARK OF A WATERLINE EASEMENT.

Motion carried 6 to 0.

19

| Mayor Mouton adjo | ourned the meeting at 0.12 p.m. |
|-----------------------|---------------------------------|
| ATTEST: | APPROVED: |
| Shannon Bennett, TRMC | |
| City Secretary | Mayor |

ADJOURN - Mayor Mouton adjourned the meeting at 8:12 n m



Legislation Details (With Text)

File #: BID 19-019 Version: 1 Name:

Type:BidsStatus:Agenda ReadyFile created:5/28/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Authorization to seek bids on the Hurricane Harvey Storm Outfall Repair project.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Authorization to seek bids on the Hurricane Harvey Storm Outfall Repair project.

Summary:

Hurricane Harvey damaged the storm sewer outfalls at six locations: Eastwind Drive, Dow Circle, Wisdom Drive, Second Street, Bayou Vista Drive and Garret Blvd. The City applied for a Public Assistance grant from FEMA for the repairs to these outfalls. The grant was awarded and staff has been working with FEMA on the scope and cost of the project, which was now been authorized to proceed to the bidding phase. The City has also contracted with True North Emergency Management for expertise in compliance with all federal regulations pertaining to the grant.

Fiscal/Budgetary Impact:

The estimated cost that is included in the Project Worksheet is approximately \$180,106.68. The Federal Share is 90% (\$162,096.01). The local (City's) share is 10% (\$18,010.67). These are estimated amounts. The final amounts will be determined by the actual cost of construction based on the bid that will be awarded.

Authorization seeking bids on the Hurricane Harvey Storm Outfall Repair project.



Legislation Details (With Text)

File #: ACT 19-020 Version: 1 Name:

Type: Acceptance Status: Agenda Ready
File created: 6/6/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Acceptance of the City Hall project and release of retainage to Construction LTD.

Sponsors:

Indexes:

Code sections:

Attachments: Contingency

Pay Application, Retainage

Date Ver. Action By Action Result

6/18/2019 1 City Council

Acceptance of the City Hall project and release of retainage to Construction LTD.

Summary:

On January 17, 2017 council awarded construction of the new city hall to Construction LTD. in the amount of \$6,121,000. The contract included an owner held contingency fund of \$150,000 to be used by the city to authorize additional improvements/enhancements to the building as the project moved along. The project required one change order in the amount of \$7,048.89 which was a credit issued back to the city by the contractor for the remaining unused contingency funds.

The contractor has completed the final punch list and City staff is recommending acceptance of the project and release of retainage. The workmanship is acceptable and the city has taken possession of the building. Acceptance of the project by council will also start a one-year maintenance period that is required in the contract documents.

Fiscal/Budgetary Impact:

Capital Improvement Fund 90-105-4902

Accept the project and closeout the project.

Change Order

PROJECT: (Name and address)

DP New City Hall

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: One (1)

Date: 4/25/2019

OWNER: (Name and address)

City of Deer Park

ARCHITECT: (Name and address)

cre8 Architects

Date: 1/18/2017

CONTRACTOR: (Name and address)

Sovereign Builders, Inc. dba Construction

710 East San Augustine

Deer Park, Texas 77536

3815 Montrose Blvd., Suite 123

Houston, Texas 77006

1825 Upland

Houston, TX 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit for balance of Owner's Contingency Allowance:

Original Allowance Amount: \$150,000.00 Allowance Expenditure Authorization 01: 6,448.75 \$ Allowance Expenditure Authorization 02: 16,384.30 10,559.00 Allowance Expenditure Authorization 03: Allowance Expenditure Authorization 04: 40,218.70 Allowance Expenditure Authorization 05: 37,447.00 Allowance Expenditure Authorization 06: 22,628.26 Allowance Expenditure Authorization 07: 9,265.10 Total Allowance used: \$ 142,951.89 7,048.89 Allowance Remaining:

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be

6.121,000.00

6,121,000.00 \$ 7,048.89 6,113,951.11

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

cre8 Architects ARCHITECT (Firm SIGNATURE

Sovereign Builders, Inc. dba Construction LTD

CONTRACTOR (Firm name)

City of Deer Park OWNER (Firm name)

George Watanabe

PRINTED NAME AND TITLE

John Gause Resert MAN AGER

Director PRINTED NAME AND TITLE

W. R. (Bill) Pedersen, Public Works

PRINTED NAME AND TITLE

| | | | ! | 7 048 89 | . 1 | ange Order | NET CHANGES by Change Order |
|--|---|---|--|----------------------|---|--|--|
| and acceptance of payment are without prejudice to any rights of the Owner | lice of payment are t | the this Contract | or Contractor under this Co | 7 048 89 | 0.00 | | TOTALS |
| Ourself in the state of the Ourself the Ourself | מסולו טבולווו ובט | | borois lessuas | 0.00 | 000 | 7 | Total approved this Month |
| is payable only to the Contactor panel | AOI INT CERTIFIED | is not negatiable. The AM | This Certificate | 7048 89 | | VDET. | previous months by Ow |
| St. 5/11/2014 | 1 | 7 | ARCHITECT: | DEDLICTIONS | ADDITIONS | /MARY | CHANGE ORDER SUMMARY |
| Application and on the Continuation Sheet that are changed to conform to the amount certified.) | et that are changed | on the Continuation She | Application and | | | | |
| from the amount applied for. Initial all figures on this | | nation if amount certified differs | (Attached explanation | | S0.00 | אר, ואכבטטו 3) | 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$0 |
| \$ 305,697.56 | | AMOUNT CERTIFIED | AMOUNT CERT | | | | |
| with the Contract Doucuments, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. | Contractor is entitled | xt Doucuments, and the | with the Contrac | \$305.697.56 | | NT DUE | 8. CURRENT PAYMENT DUE |
| this appliation, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance | he Owner that to the gressed as indicated | this appliation, the Architect certifies to the Own information and belief the Work has progressed | this appliation, tinformation and | \$5,808,253.55 | ESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | ERTIFICATE Certificate) | 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) |
| In accordance with the Contract Documents, based on on-site observations and the data comprising | ents, based on on-sit | vith the Contract Docume | In accordance w | | |) I Olai) | (Line 4 less Line 3 lotal) |
| | MENT | ARCHITECT'S CERTIFICATE FOR PAYMENT | ARCHITECT'S | \$6,113,951.11 | TOTAL EARNED LESS RETAINAGE | ESS RETAIN | 6. TOTAL EARNED LE |
| | | expires: 06/01/2020 | My Commission expires: | \$0.00 | | | Total in Column I |
| State Of 19828 Comm. Eqt. 05-01-2020 | | (| Notary Public— | | | 18) 18 : | Column tal Reta |
| NOTARY PUBLIC ID# 130684311 | Con A | X ma | | | \$0.00 | % of Stored Material | b5% of Stor |
| ALMA I SANCHEZ } |) | Subscribed and sworn to before me this 30th day of April, 2019 | Subscribed and me this 30th d | | \$305,697.56 | SE: _% of Completed Works D + E on G703) | RETAINAGE: a5% of Completed (Columns D + E on G703) |
| | | HARRIS | County of: | 60,110,00 | | <u>ي</u> د د د د د د د د د د د د د د د د د د د | |
| | | oject Manager | John Gause, Project Manager | | TOTAL COMPLETED & STORED TO DATE | ED & STORE | A TOTAL COMPLETE |
| Date: 4/30/2019 | P | Mar Coallie | By: | \$6,113,951.11 | CONTRACT SUM TO DATE (Line 1 & 2) | O DATE (Lin | 3. CONTRACT SUM T |
| | | > | | (\$7,048.89) | | ange Order | 2. NET change by Change Order |
| | CONSTRUCTION I TO | • | CONTRACTOR | \$6,121,000.00 | | ACT SUM | 1. ORIGINAL CONTRACT SUM |
| 3 4 | | now due. | shown herein is now due. | | | | |
| In universigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment | on for Payment has leave been paid by the ayments received by the payments received | covered by this Applicati covered by this Applicati ents, that all amounts hat Payment were issued and | | nection with the Cor | OR PAYMENT shown below, in con | LICATION FO | CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract Continuation Sheet |
| | | | T. | | New Deer Park City Hall | New Deer | CONTRACT FOR: |
| | | | 100001, 10000 | | | | |
| | | | 3815 Montrose Blvd #123 Houston Texas 77006 | | 1825 UPLAND HOUSTON, TEXAS 77043 | 1825 UPLAND HOUSTON, TE | |
| CONTROCTION MANAGER | 212012011 | CONTRACTORIE | cre8 | VIA C.M: | CONSTRUCTION LTD | | FROM CONTRACTOR: |
| CONTRACTOR | 20000 | CONTRACT | | | | | |
| OWNER ARCHITECT | 4/30/2019 007 | PERIOD TO: 4/ PROJECT NOS.: 15-007 | 710 East San Augustine Street Deer Park, Texas 77536 | | 710 East San AugustineStreet Deer Park, Texas 77536 | 710 East | |
| Distribution to: | 20-Ret | APPLICATION NO | New Dear Park City Hall | PROJECT: | er Park | City of Deer Park | TO OWNER: |

CONTRACTOR: CONSTRUCTION LTD ARCHITECT: cre8

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APPLICATION NUMBER:
PROJECT NOS.:
PAYMENT APPLICATION DATE:

20-Ret 15-007 E: 4/30/2019

| DIVISION 3 13 Drilled Piers-Materials 14 Drilled Piers-Materials 15 Grade Beams-Labor 16 Grade Beams-Materials 17 Slab on Grade-Labor 18 Slab on Metal Deck-Labor 18 Slab on Metal Deck-Labor 20 Slab on Metal Deck-Materials 21 Concrete Paving-Labor 22 Concrete Paving-Materials 23 Sidewalks-Labor 24 Sidewalks-Materials 23 Sidewalks-Materials 25 Curbs-Labor 26 Curbs-Labor 27 Set Bollards-Materials 27 Set Bollards-Materials 27 Set Bollards-Materials 28 Set Bollards-Materials 29 Light Pole Bases-Labor 30 Light Pole Bases-Labor 31 Flag Pole Base-Materials 31 Flag Pole Base-Materials | EXISTING CONDITIONS DIVISION 2 10 DEMOLITION-Phase 1 11 DEMOLITION-Phase 2 12 DEMOLITION-Phase 3 | TPDES/SWPPP DIVISION 01 6 EROSION CONTROL 7 INLET PROTECTION 8 SWPPP NARRATIVE 9 TEMPORARY FENCE | GENERAL DIVISION 00 1 Insurance 2 P & P Bonds 3 General Conditions 4 Overhead & Profit 5 Mobilization | NO SCRIPTION OF WORK |
|---|---|--|--|--|
| 23,480.00 35,219.00 18,301.00 27,452.00 18,735.00 26,903.00 18,594.00 26,891.00 39,755.00 59,332.00 22,606.00 33,908.00 5,437.00 1,740.00 1,740.00 2,700.00 3,000.00 | 9,800.00 3,400.00 31,800.00 | 10,482.00 455.00 1,175.00 4,750.00 | 47,634.00 55,648.00 182,865.00 189,954.00 50,000.00 | SCHEDULED VALUE |
| 23,480.00 35,219.00 18,301.00 27,452.00 18,735.00 26,903.00 18,594.00 26,891.00 39,755.00 59,632.00 22,606.00 33,908.00 3,624.00 5,437.00 1,740.00 1,740.00 2,700.00 4,050.00 3,000.00 | 9,800.00 3,400.00 31,800.00 | 10,482.00 455.00 1,175.00 4,750.00 | 47,634.00 55,648.00 182,865.00 189,954.00 50,000.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
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APPLICATION NUMBER:
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20-Ret 15-007 4/30/2019

PROJECT:

CONTRACTOR: CONSTRUCTION LTD ARCHITECT: cre8

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|--|----------|------------------|---------------------------|---|--|------------------------|-------------------------|---|--|---|----------|----------------------------|-----------------------|-------------------------------------|---|----------|----------|-------------------------|--|
| 61 WATERPROOFING-BLDG-Lab 62 WATERPROOFING-BLDG-Mai 63 WATERPROOPING-BLDG JOI 64 WATERPROOPING-BLDG JOI | | 58 FRP -Material | 56 ARCH P-LAM CASEWORK-Ma | 53 ROUGH CARPENTRY-Labor 54 ROUGH CARPENTRY-Material 55 ABCH B AM CASEWORK Al | | 52 HANDRAILS-Materials | 50 STEEL ERECTION-Labor | 48 JOIST & DECK-Material 49 MISCELLANEOUS-Materials | 46 ANCHOR BOLTS-Material 47 STRUCTURAL STEEL-Materia | METALS DIVISION 05 45 STRUCTURAL STEEL-Detailin | | 42 Masonry Brick-Materials | | MASONRY DIVISION 04 39 Mobilization | 3/ Miscellaneous concrete-Labor 38 Miscellaneous concrete-Materia | | | 33 Equipment Pads-Labor | NO SCRIPTION OF WORK |
| 30,907.00 46,360.00 2,212.00 3,317.00 | | 1,200.00 | 59,913.00 | 8,169.00 8,888.00 | | 4,951.00 | 190,080.00 | 60,547.00 28,175.00 | 9,661.26 223,658.74 | 8,756.00 | 9,088.00 | 71,141.00 | 3,500.00 47 427 00 | 1.000.00 | 2,754.00 | 1,742.00 | 2,448.00 | 1,632.00 | SCHEDULED VALUE |
| 30,907.00 46,360.00 2,212.00 3,317.00 | 1,222.00 | 1,200.00 | 59,913.00 | 8,169.00 8,869.00 | | 4,951.00 | 190,080.00 | 60,547.00 28,175.00 | 9,661.26 223,658.74 | 8,756.00 | 9,088.00 | 71,141.00 | 3,500.00 | 1,000,00 | 2,754.00 2,754.00 | 1,742.00 | 2,448.00 | 1,632.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
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APPLICATION NUMBER: PROJECT NOS.:
PAYMENT APPLICATION DATE:

20-Ret 15-007 4/30/2019

| PINISHES DIVISION 09 95 SHOP DRAWINGS 96 EQUIPMENT 97 EXTERIOR METALSTUDS-Lab 98 EXTERIOR SHEATHING-Labo 100 EXTERIOR SHEATHING-Mater 101 INTERIOR METAL STUDS-Lab 102 INTERIOR METAL STUDS-Mater 103 DRYWALL-Labor | OPENINGS DIVISION 08 82 HM DOORS & FRAMES-Material 83 FLUSH WOOD DOORS-Material 84 ACCESS DOORS-Material 85 FINISH HARDWARE-Material 86 HANG & LOCK DOORS-Labor 87 ALUM ENTRANCE-Labor 88 ALUM ENTRANCE-Material 89 ALUM CURTAIN WALL-Labor 90 ALUM CURTAIN WALL-Material 91 SERVICE WINDOW-Labor 92 SERVICE WINDOW-Material 93 GLAZING-Labor 94 GLAZING-Material | 65 THERMAL INSULATION-Labor 66 THERMAL INSULATION-Mater 67 METAL WALL PANELS-Materi 68 METAL WALL PANELS-Materi 69 FIBER CEMENT SIDING-Mater 71 ROOFING SET UP-Labor 72 ROOFING SET UP-Labor 72 ROOFING ISO & BASE-Labor 74 ROOFING ISO & BASE-Labor 75 SHEET METAL-Labor 76 SHEET METAL-Material 77 ROOF WARRANTY 78 FIRESTOPPING-Labor 79 FIRESTOPPING-Labor 79 FIRESTOPPING-Labor 81 SITE JOINT SEALANTS-Labor 81 SITE JOINT SEALANTS-Material | NO SCRIPTION OF WORK |
|---|---|---|--|
| 8,500.00 33,152.00 43,654.00 58,654.00 14,240.00 20,486.00 26,043.00 40,562.00 30,846.00 | 27,404.00 38,281.00 500.00 50,531.00 13,021.00 25,775.00 47,500.00 20,725.00 35,500.00 6,637.00 37,733.00 16,470.00 148,500.00 | 17,783.00 12,878.00 3,032.00 7,074.00 15,698.00 51,302.00 7,000.00 129,675.00 56,050.00 11,000.00 8,000.00 20,705.00 3,629.00 2,419.00 1,542.00 2,314.00 | SCHEDULED VALUE |
| 8,500.00 33,152.00 43,654.00 58,654.00 14,240.00 20,486.00 26,043.00 40,562.00 30,846.00 | 27,404,00 38,281.00 500.00 50,531.00 13,021.00 25,775.00 47,500.00 20,725.00 35,500.00 6,637.00 16,470.00 148,500.00 | 17,783.00 12,878.00 3,032.00 7,074.00 15,698.00 51,302.00 7,000.00 129,675.00 56,050.00 11,000.00 8,000.00 20,705.00 3,629.00 2,419.00 1,542.00 2,314.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
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| | 0.00 | 100.00% | 977.55 | 0.00 | 0.00 | 977.55 | 977.55 | |
|-----------|-----------|----------|------------|----------|--------|-------------|------------|--------------------------------|
| | 0.00 | 100.00% | 4 608 45 | 0.00 | 0.00 | 4 608 45 | 4 608 45 | |
| | 0.00 | 100.00% | 5,7700 | 0.00 | 0.00 | 5,775.00 | 5,205,00 | 141 WALKWAY COVERS-Material |
| | 0.00 | 100.00% | 3 470 00 | 0.00 | 0.00 | 3 470 00 | 3 470 00 | |
| | 0 00 | 100.00% | 3 700 00 | 0 00 | 000 | 3 700 00 | 3 700 00 | |
| | 0.00 | 100.00% | 415.00 | 0.00 | 0.00 | 415.00 | 415.00 | |
| | 0.00 | 100.00% | 5,173.00 | 0.00 | 0.00 | 5,173.00 | 5,173.00 | |
| | 0.00 | 100.00% | 600.00 | 0.00 | 0.00 | 600.00 | 600.00 | 136 TOILET ACCESSORIES-Labor |
| | 0.00 | 100.00% | 1,474.20 | 0.00 | 0.00 | 1,474.20 | 1,474.20 | 135 CORNER GUARDS-Material |
| | 0.00 | 700.00% | 425.00 | 0.00 | 0.00 | 425.00 | 425.00 | 134 CORNER GUARDS-Labor |
| | 0.00 | 100.00% | 1,200.00 | 0.00 | 0 .0 | 1,200.00 | 1,200.00 | 133 F DAG TO LOCKE - Water |
| | 0.00 | 100.00% | 1 200 00 | 0.00 | 0 00 | 1 200 00 | 1 200 00 | 133 PLASTIC TOIL ET COMP-Mater |
| | 0.00 | 100.00% | 9.598.80 | 0.00 | 0.00 | 9.598.80 | 9.598.80 | 132 PLASTIC TOILET COMP-Labor |
| | 0.00 | 100.00% | 2,256.00 | 0.00 | 0.00 | 2,256.00 | 2,256.00 | 131 SIGNAGE-Material |
| | 0.00 | 100.00% | 9,023.00 | 0.00 | 0.00 | 9,023.00 | 9,023.00 | 130 SIGNAGE-Labor |
| | | 100,000 | 0 000 | | 0 ! | 0 000 | 0 000 | 130 SICNIACE Labor |
| | 0.00 | 100.00% | 308.00 | 0.00 | 0.00 | 308.00 | 308.00 | 129 VISUAL DISPLAY-Labor |
| | 0.00 | 100.00% | 1,228.00 | 0.00 | 0.00 | 1,228.00 | 1,228.00 | 128 VISUAL DISPLAY-Material |
| | | | | | | | | DIVISION 10 |
| | | | | | | | | |
| | 0.00 | 100.00% | 500.00 | 0.00 | 0.00 | 500.00 | 500.00 | 127 CONCRETE FLOOR SEALER |
| | 0.00 | 100.00% | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 35,000.00 | |
| | 0.00 | 100.00% | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 12,000.00 | 125 WALL COVERING-Labor |
| | 0.00 | 100.00% | 18,528.00 | 0.00 | 0.00 | 18,528.00 | 18,528.00 | 124 PAINTING-Material |
| | 0.00 | 100.00% | 43,232.00 | 0.00 | 0.00 | 43,232.00 | 43,232.00 | 123 PAINTING-Labor |
| | 0.00 | 100.00% | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 122 SOUND WALL UNITS-Material |
| | 0.00 | 100.00% | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | |
| | 0.00 | 100.00% | 115,000.00 | 0.00 | | 115,000.00 | 115,000.00 | 120 LINEAR WOOD PANELS-Mate |
| | 0.00 | 100.00% | 16,497.00 | 0.00 | | 16,497.00 | 16,497.00 | 119 LINEAR WOOD PANELS-Labo |
| | 0.00 | 100.00% | 10,008.00 | 0.00 | 0 | 10,008.00 | 10,008.00 | 118 TILE CARPETING-Material |
| | 0.00 | 100.00% | 23,352.00 | 0.00 | 0.00 | 23,352.00 | 23,352.00 | 117 TILE CARPETING-Labor |
| | 0.00 | 100.00% | 15,012.00 | 0.00 | 0.00 | 15,012.00 | 15,012.00 | 116 RESILIENT TILE & BASE-Mate |
| | 0.00 | 100.00% | 35,028.00 | 0.00 | 0.00 | 35,028.00 | 35,028.00 | 115 RESILIENT TILE & BASE-Labo |
| | 0.00 | 100.00% | 14,000.00 | 0.00 | 0.00 | 14,000.00 | 14,000.00 | 114 STRETCHED CEILING-Materia |
| | 000 | 100 00% | 4 000 00 | 0.00 | 0.00 | 4 000 00 | 4 000 00 | 113 STRETCHED CEILING-Labor |
| | 0.00 | 100.00% | 34,700.00 | 0.00 | 0.00 | 34,700.00 | 34,700.00 | 112 ACOUSTIC CELINGS-Labor |
| | 0.00 | 100.00% | 43 200 00 | 0.00 | 0.00 | 13 300 00 | 13 300 00 | 110 OCIONNIC LICE-Material |
| | 0.00 | 100.00% | 24,000,00 | 0.00 | 0.00 | 24,000,00 | 24,000,00 | 110 CERAMIC TILE Material |
| | 0 00 | 100 00% | 16,000,00 | 0 00 | 0.00 | 16,000,00 | 16,000.00 | 109 CERAMIC TILE-Labor |
| | 0.00 | 100.00% | 26,133.00 | 0.00 | 0.00 | 26,133.00 | 26,133.00 | 108 PLASTER-Material |
| | 0.00 | 100.00% | 17,422.00 | 0.00 | 0.00 | 17,422.00 | 17,422.00 | 107 PLASTER-Labor |
| | 0.00 | 100.00% | 29,101.00 | 0.00 | 0.00 | 29,101.00 | 29,101.00 | 106 FINISHING-Material |
| | 0.00 | 100.00% | 20,670.00 | 0.00 | 0.00 | 20,670.00 | 20,670.00 | 105 FINISHING-Labor |
| | 0.00 | 100.00% | 45,639.00 | 0.00 | 0.00 | 45,639.00 | 45,639.00 | 104 DRYWALL-Material |
| | | | | | | | | |
| RETAINAGE | TO FINISH | COMPLETE | COMPLETED | MATERIAL | PERIOD | APPLICATION | VALUE | NO OCKITION OF WORK |
| | 1 | 1 | +0+ | | | | | |

APPLICATION NUMBER:
PROJECT NOS.:
PAYMENT APPLICATION DATE:

20-Ret 15-007 4/30/2019

PROJECT:

| | FIRE SPRINKLER DIVISION 21 154 1st Floor-Engineering 155 1st Floor-Shop Labor 156 1st Floor-Inside material 157 1st Floor-Inside Labor 158 2nd Floor-Inside Material 160 2nd Floor-Inside Material 161 2nd Floor-Inside Material 161 2nd Floor-Riser Material 162 1st Floor-Riser Material 163 1st Floor-Riser Labor 164 Equipment 165 Close Out | NOT USED DIVISION 15,16, 17, 18, 19, 20 | CONVEYING EQUIPMENT DIVISION 14 153 HYDRAULIC ELEVATORS | SPECIAL CONSTRUCTION DIVISION 13 151 BULLET RESISTANT PARTITION 152 | FURNISHINGS DIVISION 12 147 HORIZONTAL BLINDS-Labor 148 HORIZONTAL BLINDS-Materia 149 ROLLER WINDOW SHADES-L 150 ROLLER WINDOW SHADES-N | EQUIPMENT DIVISION 11 144 APPLIANCES 145 TELEVISION & PROJECTOR 146 | NO SCRIPTION OF WORK |
|----|--|--|---|--|--|--|--|
| _ | 2,500.00 3,500.00 25,500.00 18,500.00 2,500.00 3,500.00 17,500.00 3,800.00 1,500.00 5,000.00 2,500.00 | | 67,069.00 | 34,193.00 0.00 | 517.00 1,854.00 2,773.00 20,211.00 | 18,960.00 14,811.00 0.00 | SCHEDULED VALUE |
| 52 | 2,500.00 3,500.00 25,500.00 18,500.00 2,500.00 3,500.00 17,500.00 1,500.00 5,000.00 2,500.00 | | 67,069.00 | 34,193.00 0.00 | 517.00 1,854.00 2,773.00 20,211.00 | 18,960.00 14,811.00 0.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
| | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | | 0.00 | 0.00 0.00 | 0.00 0.00 0.00 0.00 | 0.00 0.00 | MPLETED THIS PERIOD |
| | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | | 0.00 | 0.00 | 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 | STORED MATERIAL |
| | 2,500.00 3,500.00 25,500.00 18,500.00 2,500.00 3,500.00 17,500.00 1,500.00 5,000.00 2,500.00 | | 67,069.00 | 34,193.00 0.00 | 517.00 1,854.00 2,773.00 20,211.00 | 18,960.00 14,811.00 0.00 | TOTAL COMPLETED |
| | 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% | | 100.00% | 100.00% | 100.00% 100.00% 100.00% 100.00% | 100.00% 100.00% 0.00% | PERCENT COMPLETE |
| | 0.00 0.00 0.00 0.00 0.00 0.00 | | 0.00 | 0.00 0.00 | 0.00 0.00 0.00 | 0.00 0.00 | BALANCE TO FINISH |
| - | 0.00 0.00 0.00 0.00 0.00 0.00 | | 0.00 | 0.00 0.00 | 0.00 0.00 0.00 | 0.00 | RETAINAGE |

APPLICATION NUMBER: PROJECT NOS.:
PAYMENT APPLICATION DATE:

20-Ret 15-007 4/30/2019

| MECHANICAL DIVISION 23 184 COORDINATION DRAWNINGS 185 VIBRATION CONTROLS 186 IDENTIFICATION 187 DUCT INSULATION-Materials 188 DUCT INSULATION-Materials 189 PIPING INSULATION-Labor 190 PIPING INSULATION-Labor 191 CONTROLS-Materials 192 CONTROLS-Materials 192 CONTROLS-Labor 193 REFRIGERANT PIPING-Materials 194 REFRIGERANT PIPING-Labor 195 HVAC DUCT-Materials 196 HVAC DUCT-Labor 197 AIR DUCT ACCESSORIES 198 HVAC FANS 199 DIFFUSERS & GRILLS 200 HVAC FILTERS 201 VRF DX SYSTEM-Materials 202 VRF DX SYSTEM-Labor 203 PACKAGE UNITS-Materials 204 PACKAGE UNITS-Labor | PLUMBING DIVISION 22 166 PLUMBING DRAWING 167 PIPE INSULATION-Labor 168 PIPE INSULATION-Material 169 GAS PIPING-Labor 170 GAS PIPING-Material 171 DOMESTIC TOP OUT-Material 173 SLAB ROUGH-IN-Labor 174 SLAB ROUGH-IN-Material 175 SANITARY TOP OUT-Labor 176 SANITARY TOP OUT-Material 177 STORM DRAIN PIPING-Labor 178 STORM DRAIN PIPING-Labor 178 STORM DRAIN PIPING-Labor 179 ROOF DRAIN-Material | NO SCRIPTION OF WORK |
|--|---|--|
| 2,500.00 2,000.00 16,000.00 10,000.00 4,000.00 11,200.00 16,800.00 3,000.00 53,600.00 1,300.00 4,000.00 3,000.00 3,000.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 1,300.00 | 500.00 2,000.00 1,500.00 4,000.00 3,500.00 18,000.00 37,500.00 8,000.00 18,000.00 18,000.00 11,000.00 15,000.00 15,000.00 15,000.00 000.00 | SCHEDULED VALUE |
| 2,500.00 2,000.00 16,000.00 1,000.00 4,000.00 11,200.00 11,200.00 16,000.00 3,000.00 37,400.00 53,600.00 1,300.00 4,000.00 3,000.00 30,000.00 32,930.00 38,000.00 | 500.00 2,000.00 1,500.00 4,000.00 3,500.00 46,000.00 18,000.00 18,000.00 18,000.00 18,000.00 15,000.00 15,000.00 15,000.00 0.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
| 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | IPLETED THIS PERIOD |
| 0.0000000000000000000000000000000000000 | 0.0000000000000000000000000000000000000 | STORED |
| 2,500.00 2,000.00 16,000.00 10,000.00 11,200.00 11,200.00 16,800.00 3,000.00 6,000.00 17,400.00 53,600.00 1,300.00 4,000.00 53,600.00 1,300.00 1,300.00 3,000.00 3,000.00 3,000.00 32,930.00 38,000.00 19,820.00 | 500.00 2,000.00 1,500.00 4,000.00 46,000.00 18,000.00 37,500.00 8,000.00 27,000.00 118,000.00 118,000.00 15,000.00 15,000.00 15,000.00 15,000.00 | TOTAL COMPLETED |
| 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% | 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 0.00% | PERCENT |
| 0.0000000000000000000000000000000000000 | 0. | BALANCE TO FINISH |
| 0.00 | 0.0000000000000000000000000000000000000 | RETAINAGE |

PROJECT:

CONTRACTOR: CONSTRUCTION LTD ARCHITECT: cre8

APPLICATION AND CERTIFICATE FOR PAYMENT New Deer Park City Hall

APPLICATION NUMBER: 20-Ret PROJECT NOS.: 15-007 PAYMENT APPLICATION DATE: 4/30/2019

| NO SCRIPTION OF WORK NOT USED DIVISION 24, 25 | SCHEDULED VALUE | WORK COMPLETED PREVIOUS THI APPLICATION PERI | WPLETED THIS PERIOD | STORED MATERIAL | TOTAL | PERCENT COMPLETE | BALANCE TO FINISH |
|--|--------------------|--|---------------------|--------------------|------------|---------------------|----------------------|
| NOT USED DIVISION 24, 25 ELECTRICAL | | | | | | | |
| | Constitution | | | | | | |
| 205 GENERAL ELECTRIC-Labor | 38,675.65 | 38,675.65 | 0.00 | 0.00 | 38,675.65 | 100.00% | 0. |
| | 7,460.17 | 7,460.17 | 0.00 | 0.00 | 7,460.17 | 100.00% | 0.00 |
| | 49,800.00 | 49,800.00 | 0.00 | 0.00 | 49,800.00 | 100.00% | 0 |
| | 41,789.00 | 41,789.00 | 0.00 | 0.00 | 41,789.00 | 100.00% | 0. |
| | 8,454.70 | 8,454.70 | 0.00 | 0.00 | 8,454.70 | 100.00% | 0. |
| | 12,682.06 | 12,682.06 | 0.00 | 0.00 | 12,682.06 | 100.00% | 0. |
| | 5,918.27 | 5,918.27 | 0.00 | 0.00 | 5,918.27 | 100.00% | 0. |
| 212 LIGHTING CONTROLS-Materia | 8,172.86 | 8,172.86 | 0.00 | 0.00 | 8,172.86 | 100.00% | 0. |
| 213 LOW VOLTAGE DIST-Labor | 5,636.45 | 5,636.45 | 0.00 | 0.00 | 5,636.45 | 100.00% | 0.0 |
| | 8,454.68 | 8,454.68 | 0.00 | 0.00 | 8,454.68 | 100.00% | 0.00 |
| 215 PB & SWITCH GEAR-Labor | 20,358.00 | 20,358.00 | 0.00 | 0.00 | 20,358.00 | 100.00% | 0.0 |
| 216 PB & SWITCH GEAR-Material | 41,300.00 | 41,300.00 | 0.00 | 0.00 | 41,300.00 | 100.00% | 0.0 |
| 217 WIRING DEVICES-Labor | 82,950.00 | 82,950.00 | 0.00 | 0.00 | 82,950.00 | 100.00% | 0.1 |
| 218 WIRING DEVICES-Material | 112,320.00 | 112,320.00 | 0.00 | 0.00 | 112,320.00 | 100.00% | 0. |
| 219 ENC SW & CB-Labor | 18,600.28 | 18,600.28 | 0.00 | 0.00 | 18,600.28 | 100.00% | 0. |
| | 37,764.22 | 37,764.22 | 0.00 | 0.00 | 37,764.22 | 100.00% | 0. |
| 221 MOTOR START & CONT-Labo | 4,931.90 | 4,931.90 | 0.00 | 0.00 | 4,931.90 | 100.00% | 0. |
| 222 MOTOR START & CONT-Mate | 9,159.23 | 9,159.23 | 0.00 | 0.00 | 9,159.23 | 100.00% | 0. |
| 223 EMERGENCY GEN-Labor | 10,060.00 | 10,060.00 | 0.00 | 0.00 | 10,060.00 | 100.00% | 0. |
| 224 EMERGENCY GEN-Material | 267,240.00 | 267,240.00 | 0.00 | 0.00 | 267,240.00 | 100.00% | 0. |
| | 2,515.00 | 2,515.00 | 0.00 | 0.00 | 2,515.00 | 100.00% | 0. |
| 226 AUTO TRANSFER SW-Materia | 15,185.00 | 15,185.00 | 0.00 | 0.00 | 15,185.00 | 100.00% | 0. |
| 227 SURGE PROTECTION-Labor | 7,398.68 | 7,398.68 | 0.00 | 0.00 | 7,398.68 | 100.00% | 0. |
| 228 SURGE PROTECTION-Materia | 13,738.09 | 13,738.09 | 0.00 | 0.00 | 13,738.09 | 100.00% | 0. |
| 229 INTERIOR LIGHT FIXTURES-L | 50,989.00 | 50,989.00 | 0.00 | 0.00 | | 100.00% | 0. |
| 230 INTERIOR LIGHT FIXTURES-N | 58,800.00 | 58,800.00 | 0.00 | 0.00 | | 100.00% | 0. |
| 231 EXTERIOR LIGHT FIXT-Labor | 19,445.75 | 19,445.75 | 0.00 | 0.00 | 19,445.75 | 100.00% | 0. |
| | 22,827.63 | 22,827.63 | 0.00 | 0.00 | 22,827.63 | 100.00% | 0. |
| 233 MAIN SERVICE FEEDERS-Lat | 35,509.64 | 35,509.64 | 0.00 | 0.00 | SE E00 64 | 100.00% | 0. |
| | 0 100 1 | 6 763 74 | 0.00 | | 33,309.04 | 100 00% | 0.00 |

APPLICATION NUMBER: 20-Ret PROJECT NOS.: 15-007 PAYMENT APPLICATION DATE: 4/30/2019

PROJECT:

| 250 STRIP SITE 251 CLEAR 252 BUILDING PAD 253 PAVING CUT 254 PAVING STABILIZATION 255 SIDE WALKS 256 BACKFILL 257 DEMOLITION 258 CEMENT STABILIZED SAND 259 TERMITE CONTROL 260 | AFETY & SECURITY DIVISION 28 246 FIRE ALARM SYSTEM-Design 247 FIRE ALARM SYSTEM-Labor 248 FIRE ALARM SYSTEM-Materia 249 NOT USED DIVISION 29, 30 EARTHWORK | COMMUNICATIONS DIVISION 27 235 INTERCOM-SOUND-Design 236 INTERCOM-SOUND-Material 237 INTERCOM-SOUND-Material 238 STRUCTURED CABLING-Mate 240 STRUCTURED CABLING-Equi 241 STRUCTURED CABLING-Doct 242 CONFERENCE ROOM-Labor 243 CONFERENCE ROOM-Labor 244 CONFERENCE ROOM-Material 245 VIDEO DISTRIBUTION-Material | NO SCRIPTION OF WORK |
|---|---|---|--|
| 7,800.00 3,000.00 22,600.00 40,600.00 8,400.00 11,000.00 16,100.00 45,700.00 772.00 0.00 | 2,784.00 22,268.00 21,834.00 0.00 | 4,158.00 11,690.00 37,652.00 17,600.00 38,140.00 2,240.00 0.00 11,867.00 2,945.00 | SCHEDULED VALUE |
| 7,800.00 3,000.00 22,600.00 40,600.00 8,400.00 11,000.00 16,100.00 45,700.00 772.00 | 2,784.00 22,268.00 21,834.00 0.00 | 4,158.00 11,590.00 37,652.00 17,600.00 38,140.00 2,240.00 0.00 11,867.00 2,945.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
| 0.00 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 | MPLETED THIS PERIOD |
| 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 | STORED MATERIAL |
| 7,800.00 3,000.00 22,600.00 40,600.00 8,400.00 11,000.00 16,100.00 772.00 0.00 | 2,784.00 22,268.00 21,834.00 0.00 | 4,158.00 11,690.00 37,652.00 17,600.00 38,140.00 3,090.00 2,240.00 0.00 0.00 11,867.00 2,945.00 | TOTAL COMPLETED |
| 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 0.00% | 100.00% 100.00% 100.00% 0.00% | 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 0.00% 0.00% 100.00% | PERCENT |
| 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 | BALANCE TO FINISH |
| 0.00 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 0.00 | RETAINAGE |
| | | | |

CONTRACTOR: CONSTRUCTION LTD ARCHITECT: cre8

APPLICATION NUMBER: 20-Ret PROJECT NOS.: 15-007 PAYMENT APPLICATION DATE: 4/30/2019

| 261 PARKING LOT-WHEELSTOPS 262 PARKING LOT-WHEELSTOPS 263 PAVEMENT MARKING-Material 264 PAVEMENT MARKING-Labor 265 LANDSCAPING-Material 266 LANDSCAPING-Material 268 IRRIGATION-Material 268 IRRIGATION-Material 268 IRRIGATION-Material 269 IRRIGATION SLEEVES 270 TOPSOIL 271 SOD & HYDROMULCH TECHNICAL SPECS 272 SITE UTILITIES-STORM-Labor 273 SITE UTILITIES-SANITARY-Mater 274 SITE UTILITIES-FIRE LINE-Mater 275 SITE UTILITIES-WATER-Mater 276 SITE UTILITIES-WATER-Mater 277 SITE UTILITIES-WATER-Mater 278 SITE UTILITIES-WATER-Mater 279 SITE UTILITIES-WATER-Mater NOT USED DIVISION 33, 34, & 35 OWNERS CONTINGENCY 280 Owner's Contingency 280 Coil coating-AEA 02 280 Coil coating-AEA 02 280 Coil coating-Mater 280 Owner's Contingening AEA 02 280 Elevator beam AEA 02 280 Ele | NO SCRIPTION OF WORK |
|--|--|
| 2,295.00 1,055.00 1,000.00 1,000.00 1,000.00 1,5750.00 1,557.00 1,557.00 6,700.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 1,500.00 1,500.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 4,004.00 27,458.00 4,004.00 27,458.00 4,557.00 6,448.75 531.00 1,188.00 980.00 2,300.49 4,557.00 9,155.00 6,415.00 930.00 -35,399.00 16,900.00 | SCHEDULED VALUE |
| 2,295.00 1,055.00 1,050.00 1,000.00 1,000.00 1,5750.00 1,557.00 6,700.00 27,458.00 8,581.00 27,458.00 4,004.00 2,669.00 1,188.00 5,720.00 3,433.00 2,669.00 1,188.00 9,155.00 1,188.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 9,155.00 | WORK COMPLETED PREVIOUS THI APPLICATION PERI |
| 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 | MPLETED THIS PERIOD |
| 0.000000000000000000000000000000000000 | STORED |
| 2,295.00 1,055.00 2,850.00 1,000.00 17,000.00 1,5750.00 1,5750.00 1,557.00 6,7700.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 3,433.00 27,458.00 5,720.00 3,433.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 1,188.00 27,458.00 27,458.00 1,188.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,458.00 27,400.00 27,300.00 4,395.00 27,300.49 | TOTAL |
| 100.00% | PERCENT |
| 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | BALANCE TO FINISH |
| 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 | RETAINAGE |

PROJECT: New Deer Park

ACTOR. CONSTRUCTION IN

APPLICATION NUMBER:
PROJECT NOS.:
PAYMENT APPLICATION DATE:

20-Ret 15-007 4/30/2019

| 0.00 | | | 3 | | | | | |
|-----------|-----------|----------|--------------|---------------------------------------|---------|----------------|--------------|--------------------------------------|
| 0.00 | 00.00 | 100 00% | 6 113 951 11 | 0 00 | 0.00 | 6.113.951.11 | 6.113.951.11 | < <subtotal>></subtotal> |
| 0 00 | 0 00 | 0 00% | 0 00 | 0.00 | 0.00 | 0.00 | 0.00 | 7 |
| 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | σ |
| 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | O 1 |
| 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3 4 |
| 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | w K |
| 0.00 | 0.00 | 100.00% | -7,048.89 | 0.00 | 0.00 | -7,048.89 | -7,048.89 | 1 Credit for excess Contingency |
| | | | | | | | | CHANGE ORDERS |
| 0.00 | 0.00 | 100.00% | 6,121,000.00 | 0.00 | 0.00 | 6,121,000.00 | 6,121,000.00 | < <subtotal>></subtotal> |
| | | | | | | | | |
| 0.00 | 0.00 | 100.00% | 150,000.00 | 0.00 | 0.00 | 150,000.00 | 0.00 | CONTINGENCY SUMMARY |
| 0.00 | 0.00 | 0.00% | 0.00 | | 0.00 | 0.00 | 0.00 | 280wv |
| 0.00 | 0.00 | 100.00% | 7,048.89 | | 0.00 | 7,048.89 | 7,048.89 | 280vv Excess Contingency |
| 0.00 | 0.00 | 100.00% | 912.00 | | 0.00 | 912.00 | 912.00 | 280uu Replace east side lights-AEA-0 |
| 0.00 | 0.00 | 100.00% | 8,353.10 | | 0.00 | 8,353.10 | 8,353.10 | 280tt A/C unit in Studio Room-AEA-0 |
| 0.00 | 0.00 | 100.00% | 530.00 | | 0.00 | 530.00 | 530.00 | 280ss Bulletin Board lights-AEA-06 |
| 0.00 | 0.00 | 100.00% | 600.00 | | 0.00 | 600.00 | 600.00 | 280rr Install cornerstone-AEA-06 |
| 0.00 | 0.00 | 100.00% | 17,220.00 | | 0.00 | 17,220.00 | 17,220.00 | 280qq Add sod & irrigation-AEA-06 |
| 0.00 | 0.00 | 100.00% | 1,505.00 | | 0.00 | 1,505.00 | 1,505.00 | 280pp Revise storm drainage-AEA-06 |
| 0.00 | 0.00 | 100.00% | 2,033.26 | | 0.00 | 2,033.26 | 2,033.26 | 28000 Add light shileds-AEA-06 |
| 0.00 | 0.00 | 100.00% | 740.00 | 20.00 | 0.00 | 740.00 | 740.00 | 280nn Remove handrails-AEA-06 |
| 0.00 | 0.00 | 100.00% | 37,447.00 | | 0.00 | 37,447.00 | 37,447.00 | 280mn Fire Suppression Server-AEA 0 |
| 0.00 | 0.00 | 100.00% | 1,673.00 | | 0.00 | 1,673.00 | 1,673.00 | 280II Glass door-AEA-04 |
| 0.00 | 0.00 | 100.00% | 4,360.00 | | 0.00 | 4,360.00 | 4,360.00 | 280kk SS Countertop at PW-AEA-04 |
| 0.00 | 0.00 | 100.00% | 411.00 | | 0.00 | 411.00 | 411.00 | 280jj Knox Box Elevator-AEA-04 |
| 0.00 | 0.00 | 100.00% | 1,800.00 | | 0.00 | 1,800.00 | 1,800.00 | 280ii Stain radius trim-AEA-04 |
| 0.00 | 0.00 | 100.00% | 7,709.00 | | 0.00 | 7,709.00 | 7,709.00 | 280hh Retaining wall-AEA-04 |
| 0.00 | 0.00 | 100.00% | 2,871.06 | | 0.00 | 2,871.06 | 2,871.06 | 280gg Floor pattern labor-AEA-04 |
| 0.00 | 0.00 | 100.00% | 1,199.10 | | 0.00 | 1,199.10 | 1,199.10 | 280ff Darker LVT-AEA-04 |
| 0.00 | 0.00 | 100.00% | 1,719.30 | | 0.00 | 1,719.30 | 1,719.30 | 280ee Grill & damper changes-AEA-0 |
| 0.00 | 0.00 | 100.00% | 2,100.00 | | 0.00 | 2,100.00 | 2,100.00 | 280dd Collections millwork-AEA-04 |
| 0.00 | 0.00 | 100.00% | 5,519.52 | | 0.00 | 5,519.52 | 5,519.52 | 280cc Data drops-AEA-04 |
| 0.00 | 0.00 | 100.00% | 900.00 | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | 0.00 | 900.00 | 900.00 | 280bb Galv bollard-AEA-04 |
| 0.00 | 0.00 | 100.00% | 487.00 | | 0.00 | 487.00 | 487.00 | 280aa Drywall at A109A-AEA-04 |
| 0.00 | 0.00 | 100.00% | 853.00 | | 0.00 | 853.00 | 853.00 | 280z Wood blocking at Mech yd-AE4 |
| 0.00 | 0.00 | 100.00% | 3,602.68 | | 0.00 | 3,602.68 | 3,602.68 | 280y Fiber to tower-AEA-04 |
| 0.00 | 0.00 | 100.00% | 46.84 | | 0.00 | 46.84 | 46.84 | 280x Relocate room scheduler-AEA- |
| 0.00 | 0.00 | 100.00% | 2,162.00 | | 0.00 | 2,162.00 | 2,162.00 | 280w Rework door frames-AEA-04 |
| 0.00 | 0.00 | 100.00% | 950.00 | | 0.00 | 950.00 | 950.00 | 280v Stair railing swing gate-AEA-04 |
| 0.00 | 0.00 | 100.00% | 1,855.20 | | 0.00 | 1,855.20 | 1,855.20 | 280u Room A109A-AEA-04 |
| 0.00 | 0.00 | 100.00% | 3,035.00 | | 0.00 | 3,035.00 | 3,035.00 | 280t SS Countertops-AEA-03 |
| 0.00 | 0.00 | 100.00% | 60.00 | | 0.00 | 60.00 | 60.00 | 280s Relocate exit light-AEA-03 |
| 0.00 | 0.00 | 100.00% | 122.00 | | 0.00 | 122.00 | 122.00 | 280r Raise electric outlet-AEA-03 |
| RETAINAGE | TO FINISH | COMPLETE | COMPLETED | MATERIAL | PERIOD | APPLICATION | VALUE | |
| | BALANCE | PERCENT | TOTAL | STORED | SIHT | PREVIOUS | SCHEDULED | NO SCRIPTION OF WORK |
| | | | | | DI ETEN | WORK COMPLETED | | |



Legislation Details (With Text)

File #: ACT 19-021 Version: 1 Name:

Type: Acceptance Status: Agenda Ready
File created: 6/10/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Acceptance and release of retainage for the 13th Street Paving Improvements Project.

Sponsors: Public Works

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Acceptance and release of retainage for the 13th Street Paving Improvements Project.

Summary: D&W Contractors, Inc. has completed the 13th Street Paving Improvements Project and ready for Council acceptance and release of retainage. The project was completed in the amount of \$170,018.65. The retainage for this project is \$8,500.93. The project consisted of the repair of the paving along 13th street that had deteriorated over years of heavy truck use. This project was completed on time and in budget.

Fiscal/Budgetary Impact: This project was funded through Street Maintenance Fund.

Staff is requesting acceptance and retainage release for the completed project



City of Deer Park

Legislation Details (With Text)

File #: ACT 19-022 Version: 1 Name:

Type: Acceptance Status: Agenda Ready
File created: 6/11/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Acceptance of completion of the City Hall and City Council Audio-Video Projects.

Sponsors:

Indexes:

Code sections:

Attachments: Ford AV City Hall Contract

Ford AV Council Chambers Contract

City Hall Change Orders

Council Chambers Change Orders

Council Chambers Approved Change Order

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------|--------|--------|
| 0/40/0040 | 4 | 0:5-0 | | |

6/18/2019 1 City Council

Acceptance of completion of the City Hall and City Council Audio-Video Projects.

On 6/20/2017 Council approved the purchase of audio-video equipment from Ford Audio-Visual LLC. for City Hall in the amount of \$169,702.74 under BuyBoard Contract #482-15. The project required six (6) change orders in the amount of \$4154.91 for a total cost of \$173,857.65.

On 6/20/2017 Council approved the purchase of audio-video equipment from Ford Audio-Visual LLC. for City Hall Council Chambers in the amount of \$288,876.12 under BuyBoard Contract #482-15. The project required seven (7) change orders in the amount of \$28,820.81 for a total cost of \$317,696.93.

On 7/10/2018 Council approved a change order in the amount of \$9538.00 from Ford Audio-Visual LLC. for City Hall Council Chambers under BuyBoard Contract #482-12 for the purchase of additional microphones increasing the original approval amount of \$288,876.12 to \$298,414.12.

Ford Audio-Video Systems, LLC has completed the City Hall and City Council Audio-Video Projects and City staff is recommending acceptance of these projects.

Fiscal/Budgetary Impact:

Capital Improvement Fund 90-105-4902 for City Hall

| File #: ACT 19-022, Version: 1 | | | | |
|---|--|--|--|--|
| PEG Fund account#14-200-4402 for City Hall Council Chambers | | | | |
| Accept the project and closeout the project. | | | | |
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CITY OF DEER PARK CONSTRUCTION CONTRACT ROUTING AND APPROVAL FORM

(All spaces must be completed.)

| CONTRACTOR/COMPANY INFORMATION | | | | | | | | |
|--|---|--|----------------------------------|---|---------------------------------------|---------------------|--------------------|---------------|
| Contractor Name Ford Audio-Video Systems, LLC | | | Email hilld@fordav.com | | om | | | |
| Contact Person | Doug Hill | | | To | | | | |
| Address | 4380 Blalock Road | | Fa | | · · · · · · · · · · · · · · · · · · · | · | | |
| City, State, Zip | Houston, Texas | 77041 | | Ce | II 713-3 | 325-9589 | | |
| | | REQUESTING | DEPART | 1ENT | | | | |
| Department Name | Information Te | chnology | | | Telep | hone # | 2036 | |
| Contact Person | James Lewis | | | | Tel | 2036 | | |
| Email | jlewis@deerpar | ktx.org | | | Fax | | | |
| | CONT | RACT DESCRI | PTION/IN | ORM | ATION | | | |
| Purpose of Contract (brief description) | Audio-Video sys | tems for new City | Hall | | | | | |
| Project/Contract # | FordAV Audio-V | ideo for New City | Hali | | | | | |
| Term of Contract | Start Date | 06/20/2017 | En | d Date | e Comp | letion of C | City Hall | |
| Contract Amount | \$169,702.74 | | 90-105-4902 Contractor Ac | | 4 | urchase rder. #. | | |
| Type of Funding | ☐ FCPEMSD ☐ | □ Water & Sew DPCDC □ Grant F ity Hall Contractor | unds/Federa | l □ Gr | Revenue I ant Funds | Fund □ C | | |
| Attachment | x Original contra | act (for all amendmen | nts) | x Pe | rformanc | e Bond | | |
| Checklist | x Form 1295 Ac | | | x Pa | yment Bo | nd | | |
| (Check all that are | x IRS W-9 Form | | | x Cc | mpleted | Form of A | greement | |
| attached) | x Insurance Cer | tificate | | x Co | mplete C | ontract Do | ocuments with | |
| | | | | Standard Form of Agreement, General and | | | and | |
| | | | | | | | Technical | |
| | | | | | cifications | | | |
| Procurement | ☐ Competitive I | | | | | Cooperativ | ve | |
| | | RACT CERTIFI | | | | | | |
| I certify that I have read the I recognize that while other department's responsibility contract for compliance, particular that is a contract for compliance. | hers may review to ensure the sp syment and expirat | the contract from ecifications are suff | a legal, policy icient and/or | y, or n practica | nanageme | nt perspec | tive, it is the re | questing |
| Department | | | | | | | | |
| Contact Person/Initiator | | | | | | | Date | 1 |
| | | | | + | ···· | | | |
| Department Head | | | | | | | Date | |
| Director of Public Works | | | | | | | Date | |
| Director of Finance | | | | | | | Date | |
| City Attorney | | The second secon | | | | | Date | |
| City Manager's Office | | | | | | | Date | |
| City Secretary | | | | | | | Date | |
| Mayor | Web Market a supreme | | | | | | Date | 20 mm - 24 mm |

| Once the contract is signed | , copies shall be distributed to all listed below | | ovided. |
|-----------------------------|---|---|--|
| | PRINT NAME | Address | |
| Contractor | Ford Audio-Video Systems Doug Hill Senior Account Manager | 4380 Blalock Road Houston, Texas 77041 713-690-0555 x2824 | Date |
| Consultant (if any) | | | Date |
| Department | | | Date |

CITY OF DEER PARK CONTRACT FOR GENERAL SERVICES INFORMATION TECHNOLOGY

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CONTRACTOR:

| Ву: | Ву: |
|------------------------------------|---|
| Date: | Date: |
| Title: | Title: |
| | Company: Ford Audio-Video Systems, LLC |
| | |
| II. General Information and Terms. | |
| Contractor's Name and Address: | Ford Audio-Video Systems, LLC 4380 Blalock Road Houston, TX 77041 |
| Description of Services: | Audio/Video Systems for the New City Hall |
| Maximum Contract Amount: | \$169.702.74 |
| Effective Date: | On the latest date of the dates executed by both parties. |
| Termination Date: | See III.C. |
| | |

Contract Parts: This Contract consists of the following parts:

I. Signatures

CITY OF DEER PARK:

- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

- A. <u>Contractor's Services</u>. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.
- B. <u>Billing and Payment</u>. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. <u>Termination Provisions</u>.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
- (a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.
- (2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.
- (3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)
- D. <u>Liability and Indemnity</u>. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.
- E. <u>Assignment</u>. The Contractor may not assign this Contract without the City's prior written consent.

- F. <u>Law Governing and Venue</u>. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.
- G. <u>Entire Contract</u>. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. <u>Independent Contractor</u>. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.
- I. <u>Dispute Resolution Procedures</u>. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. <u>Attorney's Fees.</u> Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. <u>Severability</u>. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. <u>Contractual Limitations Period</u>. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- M. <u>Conflicting Provisions</u>. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- N. <u>Copyright.</u> Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.
- O. <u>Disclosure of Interested Persons for Council-Approved Contracts</u>. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
 - (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at https://www.ethics.state.tx.us/tec/1295-Info.htm. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

IV. Additional Terms or Conditions.

A. Installation will occur according to a schedule mutually agreed upon by City and Contractor, with the understanding that such schedule will include installation during evenings and weekends. The City shall not be subject to charges for additional labor, expenses, travel, overhead, or any other charge, based on installation being scheduled during evenings and weekends or Contractor's inability to install the system during times that the Council Chamber is being used for City purposes.

B. The paragraph titled "Non-Hire" in Section E of Ford Audio-Video Systems, LLC's Proposal dated April 26, 2017 (the "Ford Proposal"), attached hereto as Exhibit "A-2", reading:

"The Customer and Ford mutually agree, because of the high cost of training an employee that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of the breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages an agreed upon cost to replace the employee"

is hereby amended to read as follows:

"The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party during the term of this contract and for one (1) year thereafter. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitations, through the Internet, newspapers, magazines, and radio."

C. Section F.1.n. of the Ford Proposal, reading:

"Ford may withhold warranty service in the event that Customer has an unpaid balance due to be paid to Ford"

is hereby amended to read as follows:

"Ford may withhold warranty service only in the event that Customer has an unpaid balance due to be paid to Ford for warranty work."

D. The phrase "During the training" in Section G.1.b. of the Ford Proposal is hereby deleted.

V. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Ford Audio-Video Systems, LLC's Executive Brief dated June 8, 2017 (5 pages)
- A-3. Ford Audio-Video Systems, LLC's Proposal dated April 26, 2017 (31 pages)
- A-4. BuyBoard Discount Worksheet (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)
- B-2. Ford Audio-Visual Systems, LLC Insurance Certificate
- B-3. Ford Audio-Visual Systems, LLC W-9 Form
- **B-4.** Technical Specifications

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(See Attached)

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-217460 Ford Audio-Video Systems, LLC Houston, TX United States Date Filed: Name of governmental entity or state agency that is a party to the contract for which the form is 06/02/2017 being filed. City of Deer Park, Texas Date Acknowledged: 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. City Hall AV Systems Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) e shi Controlling Intermediary City of Deer Park Deer Park, TX United States Х

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.

EDWIN L' WOOLDRIDGE Notary ID # 10635770 My Commission Expires January 26, 2021

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

| Sworn to and | subscribed before me, by the said | Douglas | 411 | , this the | سسى | day of June | |
|--------------|--------------------------------------|-------------------|-----|------------|-----|-------------|---|
| 20 17 | to certify which, witness my hand ar | nd seal of office | | | | . day 0 | _ |

to certify winers, withess thy fland and sear of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

EXHIBIT A-2

Ford Audio – Video Systems, LLC's Executive Brief Dated June 8, 2017 (See Attachment)



Helping People Communicate!

June 8, 2017

Mr. James Lewis City of Deer Park 710 East San Augustine Street Deer Park, TX 77536

Dear Mr. Lewis:

Ford Audio Video Systems, LLC (Ford) has reviewed the needs and goals of the City of Deer Park for the City Hall and Council Chambers. We have evaluated the spaces as provided by the architect, and designed a system that shall meet your goals.

Situation

The City of Deer Park City Hall needs to be equipped with current, high quality audio-video systems to accommodate communication between city staff and the public.

Council Chambers Considerations

Ford has designed a video system for the council chambers. This system shall include a large video wall behind the dais for presentations, while allowing a high level of ambient light in the room. Each member of the council shall have a 21.5" display for viewing presentations or the agenda.

Each member of the council shall have a microphone, a dedicated speaker, volume control, and a headphone port for sound isolation.

A presentation lectern shall house the video presentation equipment and allow a presenter to display a computer image or document. The lectern shall be mobile, and can utilize any one of three positions in the chambers for presentation. It shall include an annotation system allowing presenters to mark presentations, maps, etc.

A council chambers studio space shall be furnished with a production console that includes built-in equipment rack space. The studio will be equipped with a DVD/Blu-ray player in the control room and shall meet current production needs, while also allowing for future expansion.

Recessed multi-color LED fixtures shall be installed along the windows, providing the ability to display colors in the evening hours, visible to the street traffic.

A control system with large touch-panels shall allow flexibility of audio-video controls, light dimming, and LED color changing.

The Council Chambers Executive Board Room shall have a large wall-mounted display for presentations. Three displays shall be installed in the lobby of the council chambers for historic photo presentations, current and upcoming events, and a room schedule.

Ford Audio-Video Systems, LLC Submitted By: Douglas Hill, Senior Account Manager Page 2 of 2

City Hall Considerations

The City Hall design includes four (4) conference rooms. Each room shall have a large display, offer the user a simplified connection interface for presentations, including HDMI and wireless connectivity. Each room shall be controlled via a push button control system

Thirteen City Hall offices shall be equipped with HD displays, connected to the internal cable distribution system. Five offices shall have computer connectivity for presentations.

A sound masking system shall be installed throughout the City Hall, providing speech privacy to the HR and finance areas. Additional coverage shall include the front lobby, main hallway, and public works.

A utility payment drive-thru system shall be installed, giving staff the ability to talk to the customers from the window or their desks. The camera system shall allow staff to visually monitor the drive-thru.

System Value

Ford recognizes the responsibility and accountability of local government. We strive to offer the best value for the project, which means excellent quality parts and design. Using lesser quality parts reduces the longevity and performance of the system, and results in a higher cost, long term.

I believe we have met the goals and expectations in our design, and look forward to working with the City of Deer Park on this and future projects.

If there are any questions, please contact me immediately.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill

Senior Account Manager

Voice:

713-690-0555

E-mail:

hilld@fordav.com

Website:

www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC





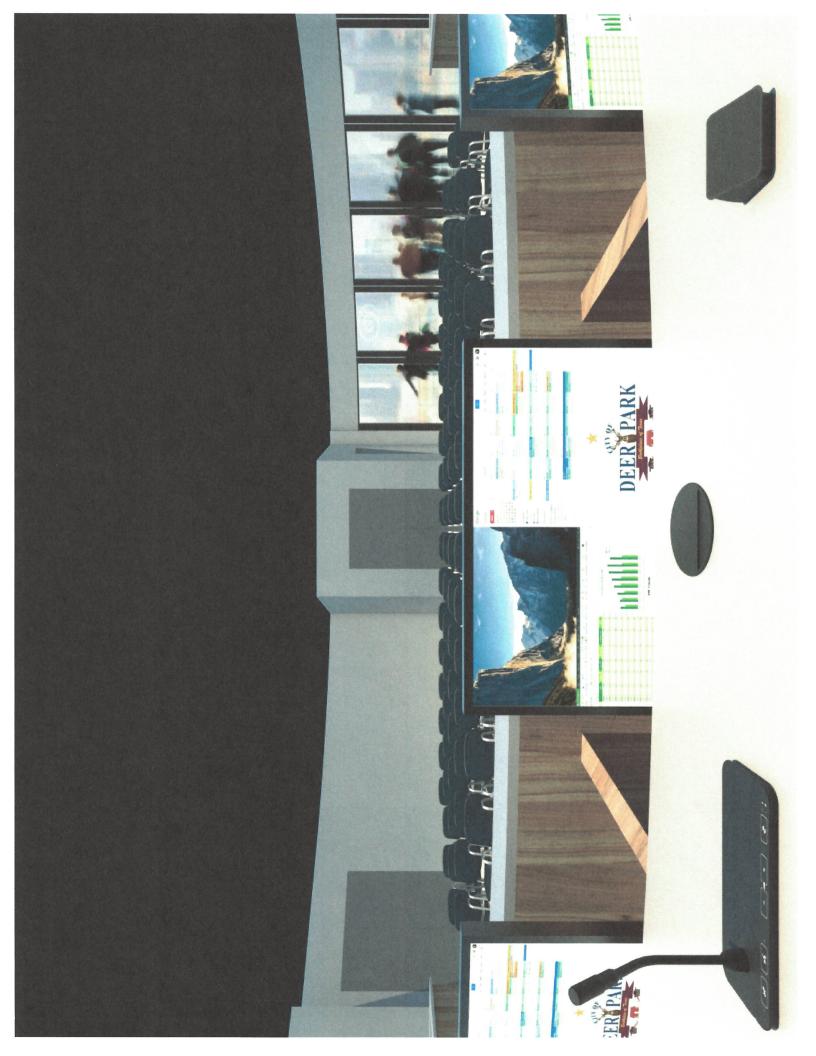


EXHIBIT A-3

Ford Audio – Video Systems, LLC's Proposal Dated June 8, 2017 (See Attachment)



Helping People Communicate!

REVISED June 8, 2017

Mr. James Lewis City of Deer Park 710 East San Augustine Deer Park, TX 77536

RE: Audio, Video and Lighting Systems

Dear Mr. Lewis:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **BuyBoard Contract** #482-15. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

FORD AUDIO-VIDEO SYSTEMS, LLC

Mitch Warren, P.E.

Division Manager

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Deuglas Hill

Senior Account Manager

Voice:

713-690-0555

Email:

hilld@fordav.com

Website:

www.fordav.com

Proposal

For

City of Deer Park, Deer Park, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for The City of Deer Park, Texas (Customer):

CITY HALL CONFERENCE ROOM - A108

1. AUDIO SYSTEM

- a. Four (4) 6.5" two-way, in-ceiling loudspeakers shall be installed in the conference room ceiling.
- b. One (1) 40w, 70v audio amplifier shall be installed in the owner furnished equipment (OFE) back box and connected to the provided speakers.

VIDEO SYSTEM

- a. One (1) 75", LED high definition display shall be wall mounted in the conference room. It shall have an OFE back-box for power and equipment storage. It shall be connected to the OFE RF Cable.
- b. One (1) AV transmitter shall be installed under the table, providing HDMI and VGA-with-audio connectivity.
- c. One (1) AV receiver shall be installed in the provided back box, and be connected to the display. The receiver shall receive a signal from the table inputs.
- d. One (1) 8" room scheduler display shall be mounted on the outside wall of the conference room.
- e. An OFE PoE LAN pull will be required for the room scheduler.

3. CONTROL SYSTEM

- a. One (1) dual-gang, touch button control system, shall be installed in a table-top box and programmed to control the following functions:
 - 1) Display (Power On/Off, Source Select)
 - 2) Audio (Master Volume)

CITY HALL CONFERENCE ROOM - A212

4. AUDIO SYSTEM

- a. Six (6) 6.5" two-way, in-ceiling loudspeakers shall be installed in the conference room ceiling.
- b. One (1) 200w at 70v audio amplifier shall be installed in the AV credenza and connected to the provided speakers.
- c. One (1) AV credenza shall be provided. It shall have a 16-space equipment rack with one (1) un-interruptible power supply.

5. VIDEO SYSTEM

- a. One (1) 82", LED high definition display shall be wall mounted in the conference room. It shall be connected to the OFE RF Cable and to the table inputs fed through the AV switcher.
- b. One (1) AV switcher and controller shall be installed in the provided credenza rack.
- c. Two (2) AV transmitters shall be installed under the table, providing HDMI and VGA + Audio connectivity. The outputs shall provide a signal to the provided switcher.
- d. One (1) wireless collaboration device shall be installed in the credenza rack, and be connected to the provided AV switcher.
- e. One (1) 8" room scheduler display shall be mounted on the outside wall of the conference room.
- f. An OFE PoE LAN pull will be required for the room scheduler.

6. CONTROL SYSTEM

- a. One (1) dual-gang, touch pad shall be installed in a table-top box and programmed to control the following functions:
 - 1) Display (Power On/Off, Source Select)
 - 2) Audio (Master Volume)

3) AV Switcher (Source Select)

CITY HALL CONFERENCE ROOMS - A126 AND A247

7. AUDIO SYSTEM

- a. Four (4) 6.5" two-way, in-ceiling loudspeakers shall be installed in the conference room ceiling.
- b. One (1) 40w at 70v audio amplifier shall be installed in the OFE back box and connected to the provided speakers.

8. VIDEO SYSTEM

- a. One (1) 75", LED high definition display shall be wall mounted in the conference room. It shall have an OFE back-box for power and equipment storage. It shall be connected to the OFE RF Cable.
- b. One (1) AV transmitter shall be installed under the table, providing HDMI and VGA-with-audio connectivity.
- c. One (1) wireless collaboration device shall be installed under the conference room table, and be connected to the Ford provided AV transmitter/switcher. The system shall have two (2) buttons available to connect to owner furnished laptops or tablets with USB port.
- d. One (1) AV receiver shall be installed in the provided back box, and be connected to the display.

9. CONTROL SYSTEM

- a. One (1) dual-gang, touch button control system, shall be installed in a table-top box and programmed to control the following functions:
 - 1) Display (Power On/Off, Source Select)
 - 2) Audio (Master Volume)

CITY HALL OFFICE DISPLAYS - ROOMS A122, A123, A137, A143, A148, A216, A218, A219, A222, A223, A226, A236 AND A243

10. VIDEO SYSTEM

a. Thirteen (13) 55", high definition 1920 x 1080p LED displays shall be wall mounted, one (1) in each of the above listed locations. The displays shall be connected to the OFE RF distribution system. The RF cable and back box with power at each display is to be provided by others.

CITY HALL OFFICE DISPLAYS – ROOMS A254 X 2, A255, A252 AND A253

11. VIDEO SYSTEM

- a. Five (5) 55", high definition 1920 x 1080p LED displays shall be wall mounted, one (1) in each room A252, A253, and A255. Two (2) displays shall be mounted in A254. The displays shall be connected to the OFE RF distribution system. The RF cable and back box with power at each display is to be provided by others.
- b. Five (5) HDMI AV receivers shall be installed, one (1) at each display, and connected to an HDMI input.
- c. Five (5) HDMI AV transmitters shall be installed, one (1) for each display. They shall allow presentation of OFE computer images to the display.

SPEECH PRIVACY - SOUND MASKING

12. PRIVACY SYSTEM

- a. Thirty-six (36) full range sound emitters shall be ceiling installed in three zones, covering the finance desks, front lobby, HR offices and hallway, and the public works area.
- b. One (1) multi-zone sound generator and controller shall be installed in the 2nd floor IT Room, and the sound distributed to emitters.

DRIVE-THRU SYSTEM

13. AUDIO SYSTEM

- a. One (1) Loop detector relay shall be provided and installed. The driveway loop shall be installed by others.
- b. One (1) outdoor camera and speaker and microphone call station shall be installed at the drive-thru window.
- c. Four (4) video phone, desktop/wall mount stations, shall be installed in multiple areas for easy access to the drive-thru system. One shall be located at the drive through window desk and the other locations shall be determined at a later date. They shall include a video display to monitor the drive-thru visually, as well as a handset for two-way audio.

14. EXTENDED WARRANTY

- a. Ford shall provide an Extended Warranty for the equipment and systems described in Attachment B.
- b. This Extended Warranty shall apply to Ford workmanship and equipment as described in Attachment B.
- c. The term of the Extended Warranty shall be for two (2) years.
- d. The renewal of this Extended Warranty will be subject to price adjustments based on the age of the equipment covered and Ford labor costs.

- e. Upon request by the Customer, a Ford Service Technician shall be dispatched on a first-available basis.
- f. Unless otherwise specified in this Agreement, scheduling and services are available during normal Ford business hours, as described herein.
- g. For services outside of normal business hours, or for services at additional locations, charges as described herein shall apply.
- h. Equipment, materials, and labor, required outside the scope of this Agreement, necessary for repairs or restoring system operation, shall be quoted to the Customer. Upon written approval for the work outside this scope, the required equipment, material, and labor, to perform the work, shall be invoiced separately.

9. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

e. Providing and preparing adequate space for the location of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, lighting equipment, video monitors, video projectors, projection screens, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.

- f. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- g. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
- h. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
- i. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.

14. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of audio/video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio/video/control systems
- d. Installation of low voltage audio/video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

15. PREVENTATIVE MAINTENANCE

a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with

the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.

b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

- 1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take three (3) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately six (6) to eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately twelve (12) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
- 2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Fords Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

CITY HALL AV EQUIPMENT

| Quantity | Description | Price | Extension |
|----------|--|----------|-----------|
| 1.00 | AIPH.IS-CCU INTE,CENTRAL CONTROL UNIT | 1,544.40 | 1,544.40 |
| 1.00 | AIPH.IS-DV INTE, COLOR VIDEO SURFACE MNT D | 254.99 | 254.99 |
| 4.00 | AIPH.IS-MV MASTER STATION, COLOR, MONITOR | 502.20 | 2,008.80 |
| 1.00 | AIPH.IS-PU-UL INTE,PWR SUPPLY 48VDC 2AIS | 387.00 | 387.00 |
| 1.00 | AIPH.IS-RACK INTE, TRAY FOR IS-PSU | 85.50 | 85.50 |
| 3.00 | BARC.R9861520NA VIDE, CLICKSHARE, CSE-200 | 1,575.00 | 4,725.00 |
| 1.00 | C2G.00817 CABL,10'CAT6 SHIELD PATCH BLK | 9.09 | 9.09 |
| 9.00 | CAMB.E-A-W-16-4 ADJ WHITE EMITTER | 69.08 | 621.72 |
| 1.00 | CAMB.QT300 DSP,3 ZONE, SOUND CONTROL MOD | 1,530.00 | 1,530.00 |
| 1.00 | CAMB.RM-QT RACK,MNT BRKT,FOR QT SERIES | 24.30 | 24.30 |
| 18.00 | CHIE.LTM1U MOUN, LG HEIGHT ADJ, TILT MOUN | 227.25 | 4,090.50 |
| 4.00 | CHIE.XSM1U MOUN,X-LRG, STATIC MOUNT ASSEM | 203.25 | 813.00 |
| 1.00 | CRES.AMP120070 AMP,1CH/200W,70V | 525.00 | 525.00 |
| 18.00 | CRES.CBL-HD-6 CABL, HDMI, 6' | 35.00 | 630.00 |
| 5.00 | CRES.CBLVGAAUD6 CRESTRON CERTIFIED COMPUTER V | 28.00 | 140.00 |
| 1.00 | CRES.CENSWPOE5 DATA, SWITCH ETHERNET, 5PORT, POE | 280.00 | 280.00 |
| 1.00 | CRES.DMPS34K150 SWIT.DIGITAL MEDIA SWITCHER | 3,500.00 | 3,500.00 |

| 4.00 | CRES.DMRMC4K100 RECE,DM,4K ROOM CONTROL | 630.00 | 2,520.00 |
|-------|---|-----------|-----------|
| 3.00 | CRES.DMTX201C TRAN,DM,HDMI + RGB INPUTS | 910.00 | 2,730.00 |
| 5.00 | CRES.HD-EXT4-C RECE,HDMI OVER HDBASET,EXTEND | 700.00 | 3,500.00 |
| 3.00 | CRES.MPAMP4070V AV, MEDIA PRESENTATION AUDIO AM | 385.00 | 1,155.00 |
| 1.00 | CRES.MP-B10-B-T PANE, MEDIA PRES 10 BUTTON, BLK | 315.00 | 315.00 |
| 3.00 | CRES.MPCM10BT AV, MEDIA PRESENTATION CONTROLL | 763.00 | 2,289.00 |
| 4.00 | CRES.TTKMPMPCIP BOX,TABLETOP,ENCLOSURE | 70.00 | 280.00 |
| 3.00 | EDCO.S2M-C COUPLER, 3.5MM TO BALANCED | 33.48 | 100.44 |
| 2,00 | EVOK.ERM1001 DATA,ROOM MGR,LED,8" | 1,439.10 | 2,878.20 |
| 18.00 | JBL.CONTROL16CT SPEA,6-1/2" CO-AX CEILING,WHT | 119.60 | 2,152.80 |
| 1.00 | MIDD.CFR-8-16 RACK,8SP,CAB FRAME RACK,16"D | 253.40 | 253.40 |
| 1.00 | MIDD.CUSTOM1 C5 14 RU EQUIPMENT CREDENZA | 1,968.40 | 1,968.40 |
| 1.00 | MIDD.EB2 PANEL,2 SPACE (3 1/2") FLANGED | 11.20 | 11.20 |
| 2.00 | MIDD.PD-915R-SP 9 OUTS,15A SERIES SURGE | 439.60 | 879.20 |
| 1.00 | MIDD.U2V RACK,2 SPACE VENTED RACKSHELF | 53.90 | 53.90 |
| 2.00 | MIDD.UFA-8-F2 2SP SLF,8" D W/ 2U FA,BPC | 46.90 | 93.80 |
| 1.00 | MIDD.UPS-S500R POWE,STANDARD UPS 500VA | 431.20 | 431.20 |
| 3.00 | MIDD.VTF1 PANE,1 SPACE (1 3/4") VENT PAN | 13.30 | 39.90 |
| 1.00 | RDL.PS-24AS POWER SUPPLY,AC PLUG,DC PLG | 23.39 | 23.39 |
| 18.00 | SAMS.DB55E DISP.TV 16/7 LED 1080P 350 NIT | 1,438.20 | 25,887.60 |
| 3.00 | SAMS.DM75E DISP,MON,75".LED,LCD,WIFI | 5,100.00 | 15,300.00 |
| 1.00 | SAMS.DM82D DISP.TV,82",1080P,24/7,500NIT | 5,784.80 | 5,784.80 |
| 1.00 | LINE.2500-2346 ACCE,LOOP DETECTOR MOD PLUG IN | 166.49 | 166.49 |
| 2.00 | CRES.DMTX4K302C 2 HDMI 1 VGA DM TRANSMITTER | 1,800.00 | 3,600.00 |
| | | | |
| | | Sub Total | 93,583.02 |

CABLING & MISC HARDWARE

| Quantity | Description | Price | Extension |
|----------|--|-----------|--|
| 1,000.00 | CRES.DMCBL8GPSP WIRE.24/8 STP,8G,PLENUM, | .84 | 840.00 |
| 1,000.00 | WEST.25225B WIRE,2C,16G,PLENUM,GRAY | .21 | 210.00 |
| 1.00 | CRIMPS, TIES & LABELS | 438.87 | 438.87 |
| 1.00 | CABLES & CONNECTORS | 2,633.20 | 2,633.20 |
| 1.00 | MOUNTING HARDWARE | 1,755.47 | 1,755.47 |
| 1.00 | RACKING HARDWARE | 614.41 | 614.41 |
| | | | Cartific attitute of the cartific format about the cartific format abo |
| | | Sub Total | 6,491.95 |

BONDING

| Quantity | Description | Price | Extension |
|--------------|----------------------------|-----------|-----------|
| | PERFORMANCE & PAYMENT BOND | 1,686.37 | 1,686.37 |
| | | Sub Total | 1,686.37 |

INTEGRATION SERVICES

| Quantity | Description | Price | Extension |
|----------|--------------------------------------|--------------------|------------|
| | DESIGN, ENGINEERING, FABRICATION, | | |
| | PROJECT MANAGEMENT, INSTALLATION, | | |
| | COMMISSIONING, TRAINING AND WARRANTY | 48,362.00 | 48,362.00 |
| | | Sub Total | 48,362.00 |
| | | | |
| | | Merchandise: | 100,074.97 |
| | | Integration: | 48,362.00 |
| | | Bond: | 1,686.37 |
| | | Extended Warranty: | 17,089.40 |
| | | Freight: | .00 |
| | | Sales Tax: | .00 |
| | | Total Amount: | 167,212.74 |

E. **COST SUMMARY AND TERMS**

PROPOSED TOTAL:

\$167,212.74

PREVENTATIVE MAINTENANCE:

\$2,490.00

*TAXES:

All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer

will be responsible for reimbursing Ford for the cost.

TERMS:

Customer shall be issued monthly progress payments as services are rendered.

All invoices are due Net 30.

CC:

Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using

a credit card for payment.

PRICE:

The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the

date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the signed contract and/or a purchase order accepting the terms and conditions of this proposal, prior to the contract being initiated by Ford. Without the acceptance of Ford no work on the contract will be under taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT:

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit center for final review and acceptance.

CHANGES:

Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of two (2) years from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.
- g. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and

control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.

h. The term "Software" as used in this document includes all editable source files, uneditable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- i. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Recalibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- j. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- k. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- 1. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system may invalidate the warranty.
- m. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- n. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

OWNER-FURNISHED EQUIPMENT (OFE):

a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.

- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a curtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. Two (2) copies of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.

- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

- 1. The Customer's personnel will be notified by Ford upon completion of the installation.
- 2. Demonstration of system performance will be during the training session.
- 3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of Deer Park who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit department for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill

Senior Account Manager

Voice:

713-690-0555

E-mail:

hilld@fordav.com

Website:

www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF DEER PARK

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Deer Park and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$167,212.74, for the purchase and installation of equipment and services described in the attached proposal. PREVENTATIVE MAINTENANCE: \$2,490.00 Customer Accepts City of Deer Park and Ford Audio-Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this agreement. We do both agree to abide by the terms and conditions of this agreement. FORD AUDIO-VIDEO SYSTEMS, LLC CITY OF DEER PARK Douglas Hill Authorized Signature Senior Account Manager Mitch Warren, P.E. Printed Name and Title **Division Manager** Date Date

ATTACHMENT A - CUSTOMER AUTHORIZED CONTACTS

| NAME | PHONE | EMAIL ADDRESS |
|------|---|---|
| | e individuals who are authorized by the who can approve additional expenditures | Customer to provide Ford access to all areas on behalf of the Customer. |

| NAME | PHONE | EMAIL ADDRESS |
|------|-------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ATTACHMENT B - ROOMS, SPACES AND EQUIPMENT LIST

The following is a list of rooms and equipment covered by this Agreement.

| QTY: | MANUF: | PART NUMBER | DESCRIPTION |
|----------------|-----------|-----------------|--------------------------------------|
| | Sales Ord | er DH80129 CDTX | DEE City Hall AV Equipment |
| 1 | AIPH | IS-CCU | INTE, CENTRAL CONTROL UNIT |
| 1 | AIPH | IS-DV | INTE, COLOR VIDEO SURFACE MNT D |
| 4 | AIPH | IS-MV | MASTER STATION, COLOR, MONITOR |
| 1 | AIPH | IS-PU-UL | INTE, PWR SUPPLY 48VDC 2AIS |
| 1 | BARC | R9861520NA | VIDE, CLICKSHARE, CSE-200 |
| 9 | CAMB | E-A-W-16-4 | ADJ WHITE EMITTER |
| 1 | CAMB | QT300 | DSP,3 ZONE, SOUND CONTROL MOD |
| 1 | CRES | AMP120070 | AMP,1CH/200W,70V |
| 1 | CRES | CENSWPOE5 | DATA, SWITCH ETHERNET, 5PORT, POI |
| 1 | CRES | DMPS34K150 | SWIT.DIGITAL MEDIA SWITCHER |
| 4 | CRES | DMRMC4K100 | RECE, DM, 4K ROOM CONTROL |
| 5 | CRES | DMTX201C | TRAN, DM, HDMI + RGB INPUTS |
| 5 | CRES | HD-EXT4-C | RECE, HDMI OVER HDBASET, EXTEND |
| 3 | CRES | MPAMP4070V | AV, MEDIA PRESENTATION AUDIO AN |
| 1 | CRES | MP-B10-B-T | PANE, MEDIA PRES 10 BUTTON, BLK |
| 3 | CRES | MPCM10BT | AV, MEDIA PRESENTATION CONTROL |
| 2 | EVOK | ERM1001 | DATA,ROOM MGR,LED,8" |
| 18 | JBL. | CONTROL16CT | SPEA,6-1/2" CO-AX CEILING,WHT |
| 1 | RDL. | PS-24AS | POWER SUPPLY, AC PLUG, DC PLG |
| 17 | SAMS | DB55E | DISP.TV 16/7 LED 1080P 350 NIT |
| 3 | SAMS | DM75E | DISP,MON,75".LED,LCD,WIFI |
| 1 | SAMS | DM82D | DISP.TV,82",1080P,24/7,500NIT |
| 1 | LINE | 2500-2346 | ACCE,LOOP DETECTOR MOD PLUG II |
| | Sales Ord | er DH80129A CD1 | XDEE City Hall AV Equipment |
| 1 | BLAC | HYPERDSTP2 | RECO, HYPERDECK, STUDIO, PRO2, SS |
| 2 | BRIG | HD223 | DIGI.H.265, FULL HD, HTML5 PLAYE |
| 2 | BRIG | USDHC16C10 | ACCE, CLASS, 10, MICROSD, 16GB |
| 1 | CONT | QDA4-45 | AMP.DA,DISTRIBU,AMP/COMBINER,4 |
| 1 | CONT | QMODHDMIRG | AV, HDTV, MOD, IPTV, ENCOD, HDMI, RG |
| 1 | CRES | AMP-3210T | AMP,3X210W COMMERCIAL POWER |
| 1 | CRES | CENSWPOE16 | SWIT,16 PORT,MANAGED POE |
| 1 | CRES | CP3N | AV,3-SERIES CONTROL SYSTEM |
| 4 | CRES | DMC4KCHDCP | CARD,DM,4K,8G+,INPUT,HDCP2 |
| 3 ⁻ | CRES | DMC4KCOHDH | CARD, DM, OUTPUT, 4K, HDCP2 |
| 3 | CRES | DMC4KHDHDC | CARD, HDMI INPUT.4K.HDCP2 |
| 3 | CRES | DMC-4K-HDO | CARD,4K HDMI OUTPUT, 2CH |
| 1 | CRES | DMC-SDI | CARD, SDI INPUT FOR DM SWITCHER |

EXHIBIT A-4

BuyBoard Discount Worksheet
(See Attached)

CITY OF DEER PARK CITY HALL

BuyBoard Discount Worksheet

COUNCIL CHAMBERS & COUNCIL CONFERENCE - DH80129

| COUNCIL CHAMBERS & C | <u>COUNCIL CONFERENC</u> | <u>E - DH80129</u> | | | |
|-----------------------|--------------------------|--|--------------------|----------------------------|------------|
| QTY BRAND | PART # | DESCRIPTION | RETAIL | BUYBOARD SELL PRICE | DISCOUNT |
| 1 BlackMagic | HYPERDSTP2 | Professional AV Recorder | \$1,995.00 | \$1,795.50 | 10% |
| 2 Brightsign | HD223 | HD Digital Signage Player | \$350.00 | \$315.00 | 10% |
| 2 Brightsign | USDHC16C10 | 16GB Micro SD Card | \$39.00 | \$27.30 | 30% |
| 1 Chief | LTM1U | Large Format Tilting Wall Mount Bracket | \$303.00 | \$227.25 | 25% |
| 9 Chief | LVSXU | 6-Axis Video Wall Mount | \$784.00 | \$588.00 | 25% |
| 2 Chief | XSM1U | Extra Large Display Wall Mount | \$271.00 | \$203.25 | 25% |
| 1 Contemporary Res | QDA4-45 | 4-Port 45 dB RF Combiner & Amplifier | \$435.00 | \$391.50 | 10% |
| 1 Contemporary Res | QMODHDMIRGB | HDMI ATSC RF Modulator | \$2,180.00 | \$1,962.00 | 10% |
| 1 Crestron | AMP-3210T | 120 Watt x 3 Power Amplifier | \$1,550.00 | \$1,085.00 | 30% |
| 5 Crestron | CBL-HD-6 | 6' HDMI User Cable | \$50.00 | \$35.00 | 30% |
| 12 Crestron | CBLHDDVI12 | 12' HDMI to DVI Cable | \$70.00 | \$49.00 | 30% |
| 5 Crestron | CBLVGAAUD6 | 6' VGA/Audio User Cable | \$40.00 | \$28.00 | 30% |
| 1 Crestron | CEN-SW-POE16 | 16 Port POE+ Network Switch | \$2,650.00 | \$1,855.00 | 30% |
| 1 Crestron | CP3N | Series 3 System Control Processor | \$2,600.00 | \$1,820.00 | 30% |
| 4 Crestron | DMC4KCHDCP2 | DM Input Card | \$1,100.00 | \$770.00 | 30% |
| 2 Crestron | DMC4KCOHDHDCP | Dual DM Output Card | \$1,300.00 | \$910.00 | 30% |
| 3 Crestron | DMC4KHDHDCP2 | HDMI Input Card | \$800.00 | \$560.00 | 30% |
| 3 Crestron | DMC-4K-HDO | Dual HDMI Output Card | \$1,800.00 | \$1,260.00 | 30% |
| 2000 Crestron | DMCBL8GPSP | DM Plenum Cabling | \$1.28 | \$0.90 | 30% |
| 1 Crestron | DMCONNULTRARECP | DM Keystone Jack - 20 Pack | \$500.00 | \$350.00 | 30% |
| 1 Crestron | DMC-SDI | HD-SDI Input Card | \$1,200.00 | \$840.00 | 30% |
| 1 Crestron | DM-MD16X16RPS | 16x16 DM AV Switcher Chassis / Redundant PS | \$9,800.00 | \$6,860.00 | 30% |
| 1 Crestron | DM-PSU-8 | DM POE+ Power Supply | \$1,200.00 | \$840.00 | 30% |
| 4 Crestron | DMRMC4K100C | DM HDMI Receiver | \$900.00 | \$630.00 | 30% |
| 1 Crestron | DMRMC4KSCALERC | 4K DM Scaling HDMI Receiver | \$1,800.00 | \$1,260.00 | 30% |
| 4 Crestron | DMTX201C | HDMI/VGA DM Transmitter | \$1,300.00 | \$910.00 | 30% |
| 6: Crestron | HDDA44KE | 1x4 4K HDMI Distribution Amplifier | \$500.00 | \$350.00 | 30% |
| 1 Crestron | MP-AMP4070V | 40 W 70V Amplifier | \$550.00 | \$385.00 | 30% |
| 1 Crestron | MPCM10BT | 10 Button Control Procesor/Keypad | \$1,090.00 | \$763.00 | 30% |
| 3 Crestron | TSW1060BS | 10" Color Control Touchscreen | \$2,400.00 | \$1,680.00 | 30% |
| 3 Crestron | TSW1060TTKBS | 10" Touchscreen Tabletop Kit | \$250.00 | \$175.00 | 30% |
| 1 Crestron | TTKMPMPCIPACBT | Control Keypad Tabletop Kit | \$100.00 | \$70.00 | 30% |
| 1 Denon | DN-500BD | Professional BluRay Player | \$399.00 | \$359.10 | 10% |
| 1 Doug Fleenor | 2322DMX | RS-232 to DMX Adapter | \$1,425.00 | \$1,282.50 | 10% |
| 1 Edcor | S2M-C | Stereo to Balanced Audio Converter | \$41.85 | \$33.48 | 20% |
| 1 Ergotron | 45-241-026 | Adjustable Monitor Arm | \$169.99 | \$152.99 | 10% |
| 1 Evoko | ERM1001 | 10" Room Scheduling Panel | \$1,599.00 | \$1,439.10 | 10% |
| 12 FSR | 17766 | AC & USB Power Cubby | \$179.00 | \$161.10 | 10% |
| 4 JBL | Control 16CT | 6 1/2" In Ceiling Speakers | \$149.50 | \$119.60 | 20% |
| 2 JBL | LSR305 | 5 1/4" Studio Monitors | \$199.00 | \$159.20 | 20% |
| 6 Iluminarc | LOGICTRI4 | 4 LED RGB Fixture | \$135.00 | \$108.00 | 20% |
| 1 Iluminarc | LOGIC1x36 | 36 Watt RGB Lighting Controller | \$265.00 | \$212.00 | 20% |
| 5 Liberty | DL-AR | HDMI Adapter Set | \$129.95 | \$90.97 | 30% |
| 1 Marshall | VR173DLW | 17" Rack Mount Broadcast Monitor | \$2,999.00 | \$2,699.10 | 10% |
| 1 Middle Atlantic | CUSTOM | Lectern Rack Frame - Millwork Kit 33"W | \$2,438.12 | \$1,706.68 | 30% |
| 1 Middle Atlantic | CUSTOM | View Point Control Console | \$6,396.92 | \$4,477.84 | 30% |
| 3 Middle Atlantic | PD-715SC-NS | 7 Outlet Power Strips | \$113.00 | \$79.10 | 30% |
| 5 Middle Atlantic | PD-915R-SP | 9 Outlet Rack Mount Surge | \$628.00 | \$439.60 | 30% |
| 3 Middle Atlantic | PD-DC-125R | DC Power Center | \$719.00 | \$503.30 | 30% |
| 1 Middle Atlantic | UPS-2200R | 2200VA UPS Battery Backup System | \$1,788.00 | \$1,251.60 | 30% |
| 1 Qomo | QD3900 | HD Document Camera | \$1,995.00 | \$1,596.00 | 20% |
| 1 Samsung | DM55E | 55" 1080p Professional Display | \$2,077.00 | \$1,869.30 | 10% |
| 2 Samsung | DM75E | 75" 1080p Professional Display | \$6,000.00 | \$5,100.00 | 15% |
| 11 Samsung | \$22E450D | 22" 1080p Desktop Monitor w/ Adj Stand | \$261.00 | \$195.75 | 25% |
| 9 Samsung 13 Shure | UD\$5E-B | 55" 1080p 3.5mm Video Wall Display | \$4,768.00 | \$4,291.20 | 10% |
| 1 Shure | DC5900F | Electronics for Flush Mount Microphone | \$240.00 | \$168.00 | 30% |
| 13 Shure | DIS-CCU-US | Discussion Controller/Processor | \$2,220.00 | \$1,665.00 | 25% |
| 13 Shure | FP5981F | Flush Mount Discussion Mic Module | \$125.00 | \$87.50 | 30% |
| 13 Shure | GM5923 LS5900F | 16" Gooseneck Microphone with LED Light Flush Mount Talkback Speaker | \$190.00 | \$133.00 | 30% |
| 2 Shure | QLXD12485H | • | \$56.00 | \$39.20 | 30% |
| 2 Shure 12 Shure | | Shure Wireless Handheld/Laviller Combo | \$1,799.00 | \$1,529.15 | 15% |
| 1 Shure | SE112-GR SW6000 | Earbud Headphones for DAIS Mics | \$69.00 | \$48.30 | 30% |
| 1 Ultimate | MS-90-36B | Discussion Controller Setup Software | \$2,411.00 | \$2,049.35 | 15% |
| 1 Williams Sound | PPA457PRO | 36" Monitor Speaker Stands | \$319.99 | \$223.99 | 30% |
| 2 Williams Sound | PPAR37 | Assisted Listening Solution | \$1,478.00 | \$1,108.50 | 25% |
| 3000 West Penn | 254246 | Assited Listening Receiver CAT6 Plenum UTP Cable | \$123.00 \$0.52 | \$92.25 \$0.36 | 25% |
| 1000 West Penn | 256350 | HD-SDI Plenum Cabling | \$1.34 | \$0.94 | 30% 30% |
| | | com and a cardinate adjusticità | 45.54 | -JU.34 | 3070 |

| 2000 West Penn | 25225B | 16/2 Plenum Speaker Wire | \$0.30 | \$0.21 | 30% |
|-------------------|-------------|--------------------------------------|------------|------------|-----|
| 1000 West Penn | 25291B | 22/2 Shielded Plenum Mic/Line Wire | \$0.14 | \$0.10 | 30% |
| 1 Crestron | DSP-1283 | 12x8 Audio DSP | \$4,000.00 | \$2,800.00 | 30% |
| 5 Crestron | CBL-HD-12 | 12' HDMI Cable | \$70.00 | \$49.00 | 30% |
| 1 Crestron | TS1542TILB | 15" Tabletop Touchscreen | \$5,800.00 | \$4,060.00 | 30% |
| 3 Crestron | DMDGE200C | Digital Graphics Engine - Annotation | \$3,200.00 | \$2,240.00 | 30% |
| 2 Crestron | TSD2220B | 20" Annotation/Control Panel | \$2,000.00 | \$1,400.00 | 30% |
| 2 Middle Atlantic | DECP-1x4 | 1RU Decora Rack Panel | \$36.00 | \$25.20 | 30% |
| 8 Leviton | 41641-E | 1 Port Decora Keystone Plate Black | \$6.00 | \$4.50 | 25% |
| 2 Crestron | DMCBLULTU15 | 1.5 Foot DM Patch Cable | \$30.00 | \$21.00 | 30% |
| 13 C2G | 00817 | 10' shielded CAT6 Cable | \$12.99 | \$9.09 | 30% |
| 10 Crestron | SAROSIC8TW | 8" InCeiling Speaker | \$340.00 | \$238.00 | 30% |
| 10 Crestron | SPKNCTPIC8 | 8" Pre Construction Bracket | \$25.00 | \$17.50 | 30% |
| 17 Extron | 26-691-09 | 9' Ultra DP Cable | \$80.00 | \$56.00 | 30% |
| 2 Extron | 26-691-12 | 12' Ultra DP Cable | \$90.00 | \$63.00 | 30% |
| 6 Crestron | DMRMC4K10T | DM Receiver | \$700.00 | \$490.00 | 30% |
| 2 Crestron | DM-DA4-4KC | 4 Port DM Distribution Amplifier | \$2,700.00 | \$1,890.00 | 30% |
| 11 C2G | 54179 | Display Port to HDMI Converter | \$119.99 | \$107.99 | 10% |
| 2 SanDisk | SDSSDXPS24 | 240GB SSD Drive | \$162.00 | \$145.80 | 10% |
| 8 Middle Atlantic | VTF1 | 1 RU Vent Panel | \$19.00 | \$13.30 | 30% |
| 2 Middle Atlantic | UFA-8-F2 | 2 Spcae Storage Rack Panel | \$67.00 | \$46.90 | 30% |
| 1 Middle Atlantic | D4LK | 4 RU Rack Drawer with lock | \$295.00 | \$206.50 | 30% |
| 100 Crestron | DM8GCONNWG | 8G RJ45 Connector | \$4.99 | \$3.49 | 30% |
| | | | * * | \$0.00 | |
| | | | | \$0.00 | |

CITY HALL CONFERENCE & OFFICES - DH80129A

| | 1,544.40 10% |
|--|---------------------|
| 1 Ainhong ISDV Surface Mount Door Station w/Comers | |
| 1 Aiphone IS-DV Surface Mount Door Station w/Camera \$299,99 | \$254.99 15% |
| 4 Aiphone IS-MV Master Station Color Monitor \$558.00 | \$502.20 10% |
| 1 Aiphone IS-PU-UL System Power Supply \$430.00 | \$387.00 10% |
| 1 Aiphone IS-RACK Power Supply Rack Mount Kit \$95.00 | \$85.50 10% |
| 1 Barco R9861520NA CSE-200 Clickshare Wireless Presentation \$1,750.00 \$1 | 1,575.00 10% |
| 1 C2G 00817 10' shielded CAT6 Cable \$12.99 | \$9.09 30% |
| 9 Cambridge Sound E-A-W-16-4 4-Pack Masking Speaker \$76.75 | \$69.08 10% |
| 1 Cambridge Sound QT300 3-Zone Sound Masking Generator \$1,700.00 \$1 | 1,530.00 10% |
| 1 Cambridge Sound RM-QT Sound Generator Rack Mount Kit \$27.00 | \$24.30 10% |
| 16 Chief LTM1U Large Format Display Wall Mount \$303.00 | \$227.25 25% |
| 4 Chief XSM1U Extra Large Display Wall Mount \$271.00 | \$203.25 25% |
| 1 Crestron AMP120070 200 Watt 70V Power Amplifier \$750.00 | \$525.00 30% |
| 18 Crestron CBL-HD-6 6' HDMI User Cable \$50.00 | \$35.00 30% |
| 5 Crestron CBLVGAAUD6 6' VGA/Audio User Cable \$40,00 | \$28.00 30% |
| 1 Crestron CEN-SW-POE5 5 Port PoE Netwrok Switch \$400,00 | \$280.00 30% |
| 1000 Crestron DMCBL8GPSP DM Plenum Cabling \$1.20 | \$0.84 30% |
| 1 Crestron DMPS34K150C 10x1 AV Switcher & Control Processor \$5,000.00 \$3 | 3,500.00 30% |
| 4 Crestron DMRMC4K100C DM HDMI Receiver \$900,00 | \$630.00 30% |
| 5 Crestron DMTX201C HDMI/VGA DM Transmitter \$1,300.00 | \$910.00 30% |
| 1 Crestron DMTX4K302C HDMI/DP & VGA DM Transmitter \$2,000.00 \$1 | 1,800.00 10% |
| 5 Crestron HD-EXT4-C HDMI HDBaseT Extender Set \$1,000.00 | \$700.00 30% |
| 3 Crestron MP-AMP4070V 40 W 70V Amplifier \$550.00 | \$385.00 30% |
| 1 Crestron MP-B10-B-T 10 Button Control Keypad \$450.00 | \$315.00 30% |
| 3 Crestron MPCM10BT 10 Button Control Procesor/Keypad \$1,090.00 | \$763.00 30% |
| 4 Crestron TTKMPMPCIPACBT Control Keypad Tabletop Kit \$100.00 | \$70.00 30% |
| 3 Edcor S2M-C Stereo to Balanced Audio Converter \$41.85 | \$33.48 20% |
| 2 Evoko ERM1001 10" Room Scheduling Panel \$1,599,00 \$1 | 1,439.10 10% |
| 18 JBL Control 16CT 6 1/2" In Ceiling Speakers \$149.50 | \$119.60 20% |
| 1 Linear 2500-2346 Drive Thru Loop Detector \$184.99 | \$166.49 10% |
| 1 Middle Atlantic CFR-8-16 8 RU Open Rack Frame for Aiphone \$362.00 | \$253.40 30% |
| 1 Middle Atlantic CUSTOM C5 14 RU Equipment Credenza \$2,812.00 \$1 | 1,968.40 30% |
| 1 Middle Atlantic EB2 2 RU Blank Panel \$16.00 | \$11.20 30% |
| 2 Middle Atlantic PD-915R-SP 9 Outlet Rack Mount Surge \$628.00 | \$439.60 30% |
| 1 Middle Atlantic U2V 2RU Equipment Shelf \$77.00 | \$53.90 30% |
| 2 Middle Atlantic UFA-8-F2 2 RU Component Storage Shelf \$67.00 | \$46.90 30% |
| 1 Middle Atlantic UPS-S500R 500VA UPS Battery Backup \$616.00 | \$431.20 30% |
| 3 Middle Atlantic VTF1 1 RU Fine Preforated Rack Panel \$19.00 | \$13.30 30% |
| 1 RDL PS-24AS 12VDC Power Supply \$25.99 | \$23.39 10% |
| 16 Samsung DB55E 55" 1080p Professional Display w/Tuner \$1,692.00 \$1 | L,438.20 15% |
| | 5,100.00 15% |
| | 5,784.80 20% |
| 1000 West Penn 25225B 16/2 Plenum Speaker Wire \$0.30 | \$0.21 30% |

REQUIREMENTS FOR GENERAL SERVICES CONTRACT (See Attachment)

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Deer Park accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Deer Park shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. The City of Deer Park requires a Performance Bond and a Payment Bond from the vendor to be included as part of the final agreement.
- C. A waiver of subrogation in favor of The City of Deer Park shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- D. All insurance policies shall be endorsed to the effect that The City of Deer Park will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- E. All insurance policies, which name The City of Deer Park as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- F. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- G. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Deer Park of any material change in the insurance coverage.
- H. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- I. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- J. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Deer Park.
- K. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- L. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- M. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- N. Upon request, Contractor shall furnish The City of Deer Park with certified copies of all insurance policies.
- O. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Deer Park within ten (10) business days after contract award and prior to

starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Deer Park, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Deer Park. The certificate of insurance and endorsements shall be sent to:

City of Deer Park
City Managers Office
710 E. San Augustine
Deer Park, TX 77536

emailed to: jstokes@deerparktx.org

Faxed to: 281-476-5689

INSURANCE REQUIREMENTS

| Items marked | "X" | are required to l | be provided if | award | is made to | your firm. | Coverages | Required 8 | k Limits (| Figures I | Denote |
|--------------|-----|-------------------|----------------|-------|------------|------------|-----------|------------|------------|-----------|--------|
| Minimums) | | | | | | | | | | | |

| viiiiiiiiiiiiiiii | | | | |
|-----------------------------|--|-------------------------------|---------------|-----------|
| _X_ Workers' Compensation | Statutory limits, State of TX. | | | |
| X_ Employers' Liability | \$500,000 per employee per disease accident / \$500,000 by disease agg | | per | |
| X_ Commercial General Liab | ility: | | | |
| | Very High/High Risk | _X Medium Risk | Low Risk Each | |
| Occurrence | \$1,000,000 | \$500,000 | \$300,000 | |
| Fire Damage | \$300,000 | \$100,000 | \$100,000 | |
| Personal & ADV Inju | ury \$1,000,000 | \$1,000,000 | \$600,000 | |
| General Aggregate | \$2,000,000 | \$1,000,000 | \$600,000 | |
| Products/Compl Op | \$2,000,000 | \$500,000 | \$300,000 | |
| XCU | \$2,000,000 | \$500,000 | \$300,000 | |
| X Automobile Liability: (O | wned, Non-Owned, Hired and Injury | / & Property coverage for all | ı, | |
| Very High/ High | | Low Risk | '7 | |
| Combined Single Lim | | Combined Single Limits | | |
| \$1,000,000 Bodily | \$500,000 Bodily | \$300,000 Bodily | | |
| Garage Liability for BI & P | • | 2300,000 Boally | | |
| | ,000 each accident for Auto, \$1,000, | 000 each accident Non-Auto | n | |
| | ,000 General Aggregate | ood cach accident Non-Add | , | |
| | (for Auto Body & Repair Shops) | | | |
| | 00 any one unit/any loss and \$200,00 | 30 for contents | | |
| | ce with respect to primary Commerc | | ohile | |
| | lability policies at minimum limits a | | Julie | |
| | \$1,000,000: not required | 3 10110113. | | |
| | \$1,000,000 and \$5,000,000: \$4,000, | .000 is required | | |
| | \$5,000,000 and \$10,000,000: \$9,000 | | | |
| | \$10,000,000 and \$15,000,000: \$15,0 | 7 | | |
| | 5,000,000: \$20,000,000 is required | 000,000 10 1 0 0 0 0 0 0 0 | | |
| | 0,000,000 can be provided on "follo | wing form" type to the unde | rlving | |
| | of liability coverage as determined b | | | |
| | ding, but not limited to services for | | iltecture | |
| | Insurance Broker, Legal, Medical, St | | | |
| | architects, constructions managers, i | | | |
| | 0,000 per claim/aggregate. This cove | | | |
| two (2) years after the pr | | | | |
| | ntails vertical construction, including | g but not limited to bridges | and tunnels | |
| | City of Sugar Land) Limit is 100% of i | | | Liability |
| | njury and clean up (if project entails | | | |
| | or ground or as determined by the C | | 00 each | |

occurrence \$2,000,000 aggregate
___Other Insurance Required:

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

.

Ford Audio-Visual Systems, LLC Insurance Certificate
(See Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2017

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

| | REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | | | |
|--|---|---|--------------|---|---------------------------|----------------------------|---|--|------------|-------------------------|
| lf | SU | RTANT: If the certificate holder i BROGATION IS WAIVED, subject ertificate does not confer rights t | to th | ıe te | rms and conditions of the | policy, certain pe | olicies may i | IAL INSURED provision require an endorsement | s or be | endorsed. atement on |
| PRO | | | | | l c | ONTACT | <u> </u> | | | |
| Willis of Oklahoma, Inc. | | | | | | IAME: PHONE 1 077 | | FAX | | |
| c/o | 26 | Century Blvd | | | 14 | A/C, No, Ext): 1-8//- | | (A/C, No): | 1-888 | -467-2378 |
| P.O | В | × 305191 | | | ĹĀ | DDRESS: certific | cates@willi | s.com | | W |
| Nashville, TN 372305191 USA | | | | | | INS | URER(S) AFFOR | DING COVERAGE | | NAIC# |
| | | | | | IN | NSURERA: Valley | Forge Insu | rance Company | | 20508 |
| INSU | | dio-Video Systems, LLC | | | 10 | NSURER B: National | Fire Insuran | ce Company of Hartford | | 20478 |
| | | st Interstate 40 | | | 11 | NSURER C: Contine | ental Insur | ance Company | | 35289 |
| Okla | hom | a City, OK 731285425 | | | IN | NSURER D : | *************************************** | *************************************** | | |
| | | | | | IN. | NSURER E : | | | | |
| | | | | | IN | NSURER F : | *************************************** | | | |
| CO | /ER | AGES CER | TIFIC | ATE | NUMBER: W2558737 | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM: EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | WHICH THIS. | | | | |
| INSR LTR | | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP | LIMIT | S | |
| | × | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | 12/31/2017 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| A | | | | | | | | MED EXP (Any one person) | \$ | 15,000 |
| | | NAME OF THE PARTY | И | N | 6016746553 | 12/31/2016 | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN | L'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | | OTHER: | | | | | | | \$ | |
| | AUT | OMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | × | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| В | | OWNED SCHEDULED AUTOS ONLY AUTOS | N | N | C 6016746522 | 12/31/2016 | 12/31/2017 | BODILY INJURY (Per accident) | \$ | |
| | | HIRED NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| c× | | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | N | N | CUE 6016746519 | 12/31/2016 | 12/31/2017 | AGGREGATE | \$ | 10,000,000 | |
| | | DED X RETENTION \$ 10,000 | | | | | | | \$ | |
| | | RKERS COMPENSATION EMPLOYERS' LIABILITY | | | | | | X PER OTH- | | |
| Α | ANY | PROPRIETOR/PARTNER/EXECUTIVE | | | | | 12/31/2017 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | | CER/MEMBER EXCLUDED? | N/A | N | WC 6 16746536 | 12/31/2016 | | E.L. DISEASE - EA EMPLOYEE | | 1,000,000 |
| | s, describe under | | | *************************************** | | | LIVING LIVING LOTTEL | | 1 000 000 | |

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

Re: Ford AV Proposal #180129

| CERTIFICATE HOLDER | CANCELLATION | | |
|--|--|--|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| City of Deer Park | AUTHORIZED REPRESENTATIVE | | |
| 710 E. San Augustine St. Deer Park, TX 77536-4258 | PubulShoes | | |

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Ford Audio-Visual Systems, LLC Completed W-9 Form (See Attached)

(Rev. December 2014)

Request for Taxpayer Entered

e Form to the guester. Do not

Identification Number and Certification Department of the Treasury send to the IRS. Internal Revenue Service 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ford Audio-Video Systems, LLC 2 Business name/disregarded entity name, if different from above pade 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: 4 Exemptions (codes apply only to certain entities, not individuals; see ۶ Individual/sole proprietor or C Corporation S Corporation Partnership ☐ Trust/estate instructions on page 3): Instructions single-member LLC Print or type Exempt payee code (if any) Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for Exemption from FATCA reporting the tax classification of the single-member owner. code (if any) Other (see instructions) ▶ (Applies to accounts maintained outside the U.S.) Specific 5 Address (number, street, and apt. or suite no.) Requester's name and address (optional) 4800 West I-40 Service Road 6 City, state, and ZIP code Oklahoma City, OK 73128-1208 7 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a or Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification number guidelines on whose number to enter. 7 3 0 9 7 8 3 7 Certification Part II Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

09/08/2015

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- . Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by
- · Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Ford Audio-Visual Systems, LLC Technical Specifications
(See Attached)

CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD DEER PARK, TX

AV SYSTEMS

DRAWING SCHEDULE:

TITLE SHEET

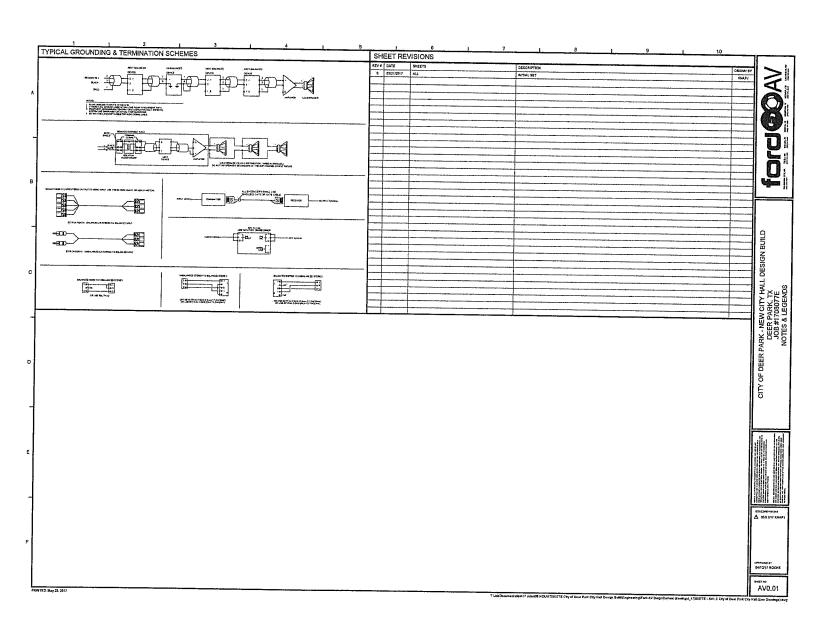
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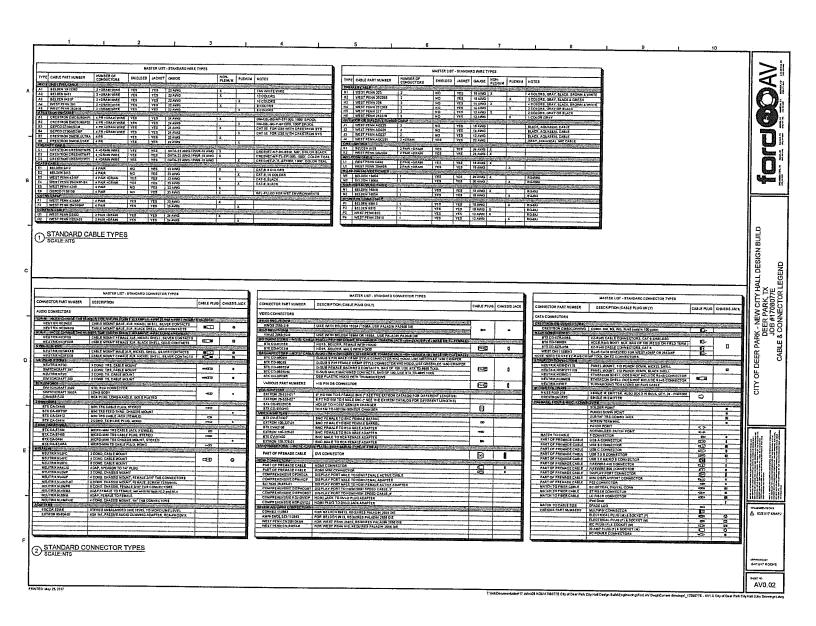
TITLE SHEET
NOTES & LEGENDS
CABLE & CONNECTOR LEGENDS
COUNCIL CHAMBER VIDEO LINE DIAGRAM
COUNCIL CHAMBER VIDEO WALL & RACK ELEVATION
COUNCIL CHAMBER AUDIO & TOUCH PANEL LINE DIAGRAM
CONFERENCE ROOMS A101 & A108 LINE DIAGRAMS
CONFERENCE ROOMS A212, A126, & A247 LINE DIAGRAMS
OFFICES, SOUND MASKING, & DRIVE-THRU LINE DIAGRAMS AV0.01 AV0.02 AV1.01 AV1.02 AV1.04 AV1.05 AV5.00 AV5.01 COUNCIL CHAMBERS VIDEO WALL ELEVATION DISPLAY ELEVATIONS CONDUIT RISER - OFFICE LOCATIONS CONDUIT RISER - CONF. ROOMS & COUNCIL CHAMBERS CONDUIT RISER - MISC. LOCATIONS AV7.00 AV7.01 AV7.02 AV8.0.1 AV8.0.2

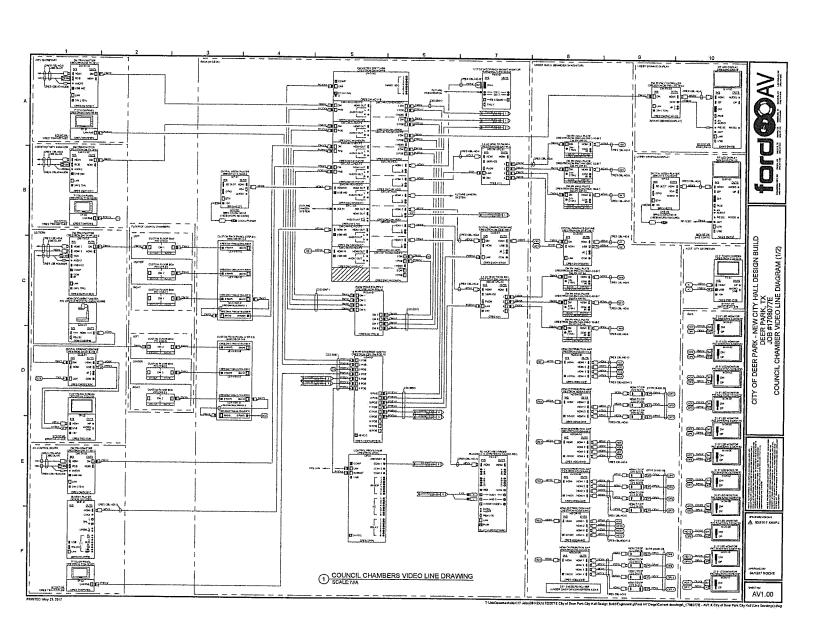
LVL 1 FLOOR PLAN (OVERALL)
LVL 2 FLOOR PLAN (OVERALL)
COUNCIL CHAMBER DETAIL VIEW
OFFICE FLOOR PLAN DETAILS (1/2)
OFFICE FLOOR PLAN DETAILS (2/2)
CONFERENCE ROOM FLOOR PLAN DETAILS
MISC. FLOOR PLAN DETAILS (1/2)
MISC. FLOOR PLAN DETAILS (2/2) AV8 01 AV8.02 AV8.03 AV8.04 AV8.06

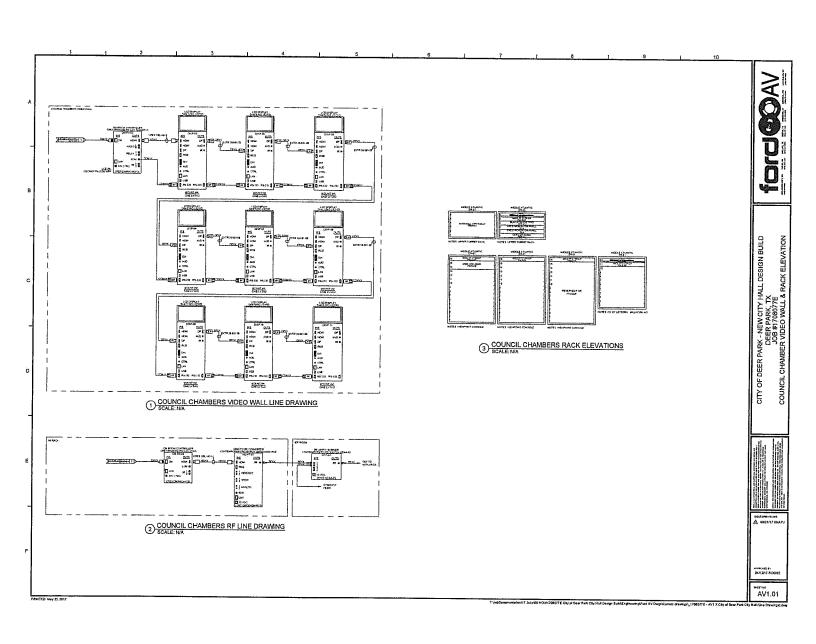
CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK TX
JOB#1708077E
TITLE SHEET

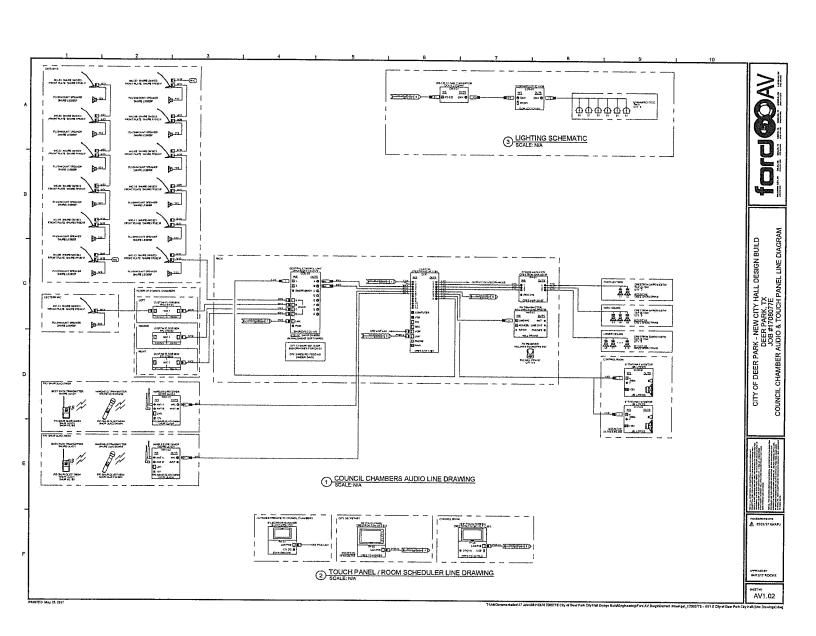
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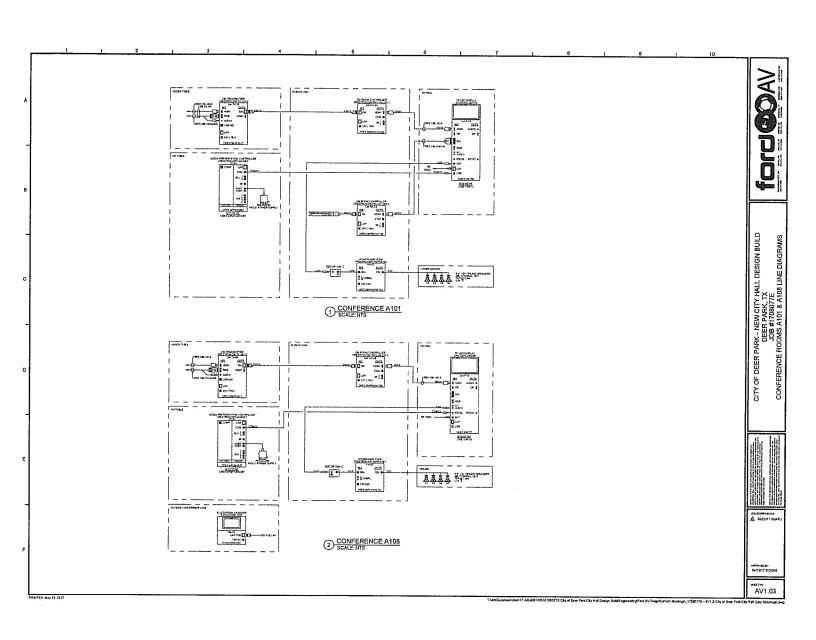


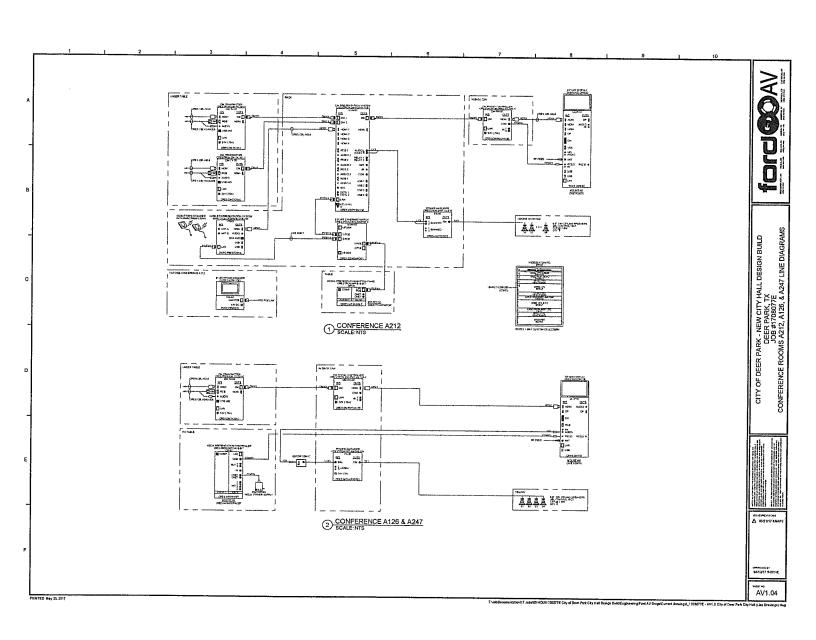


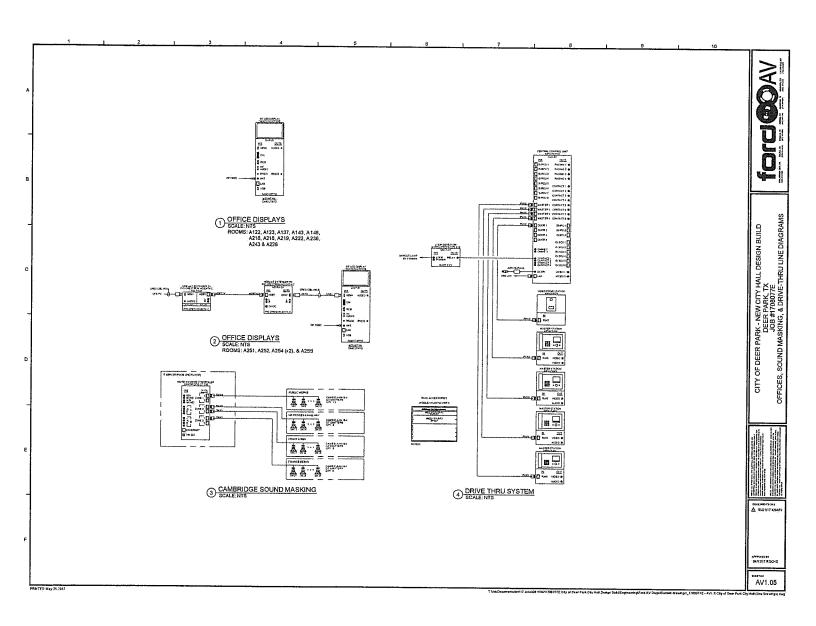


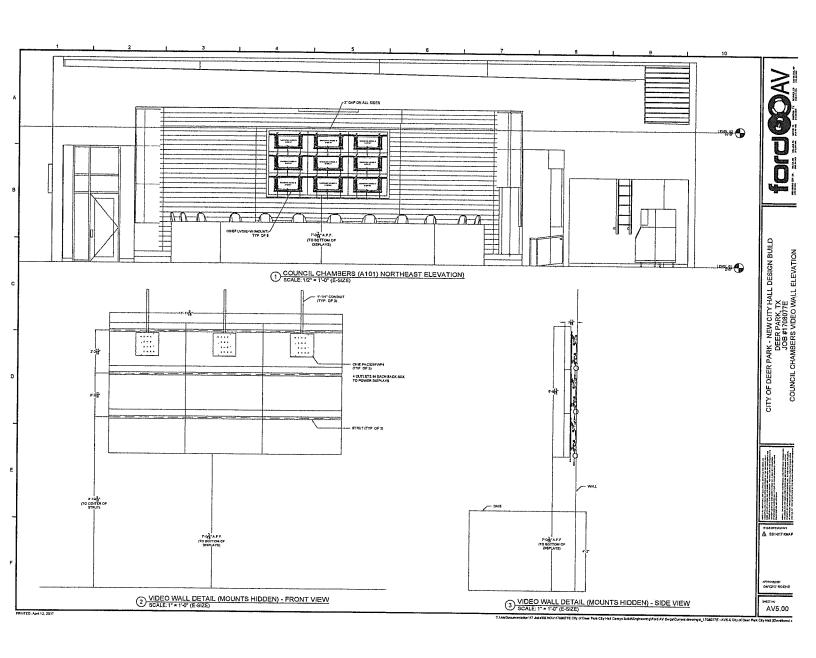


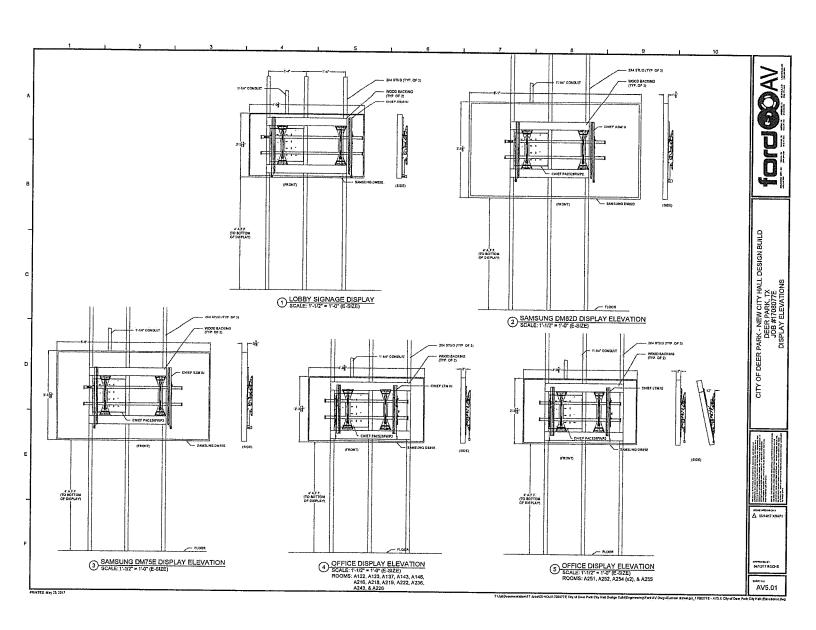


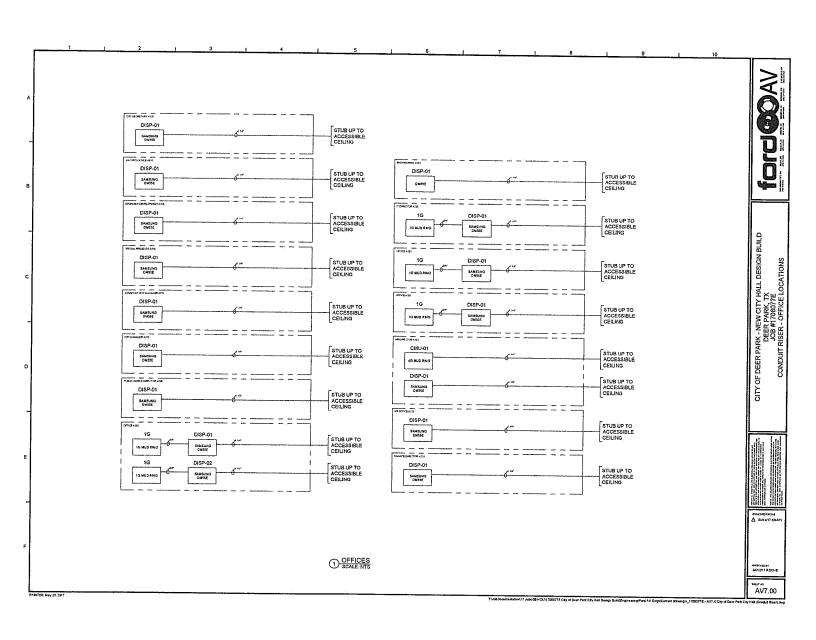


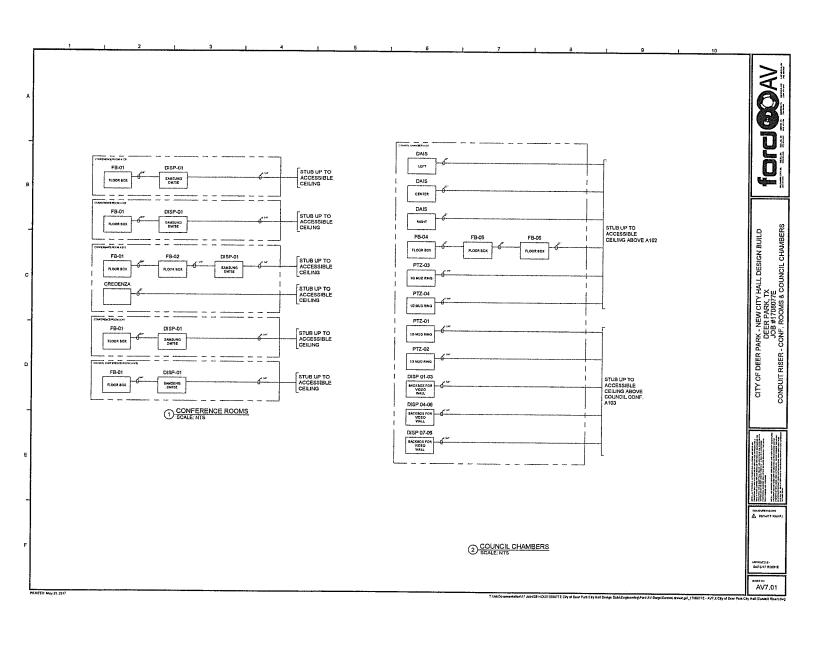


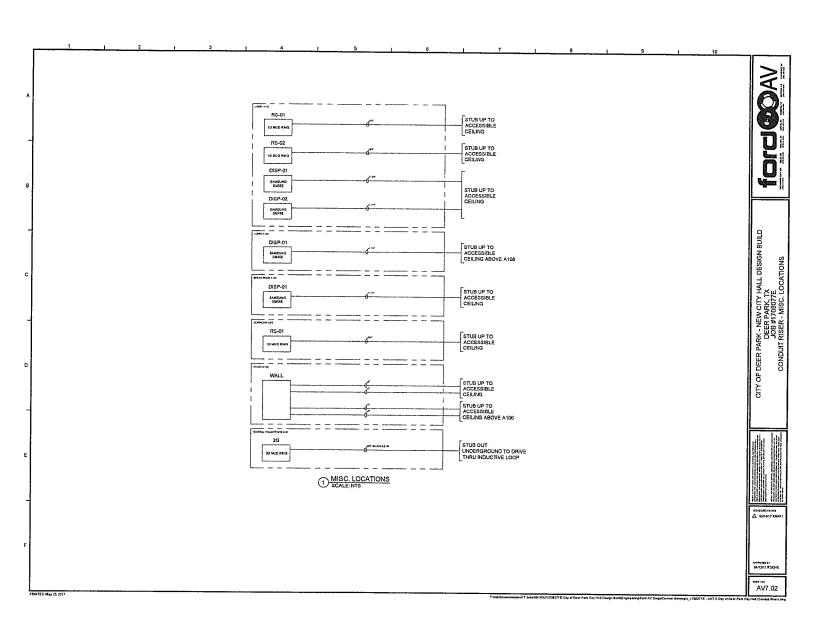


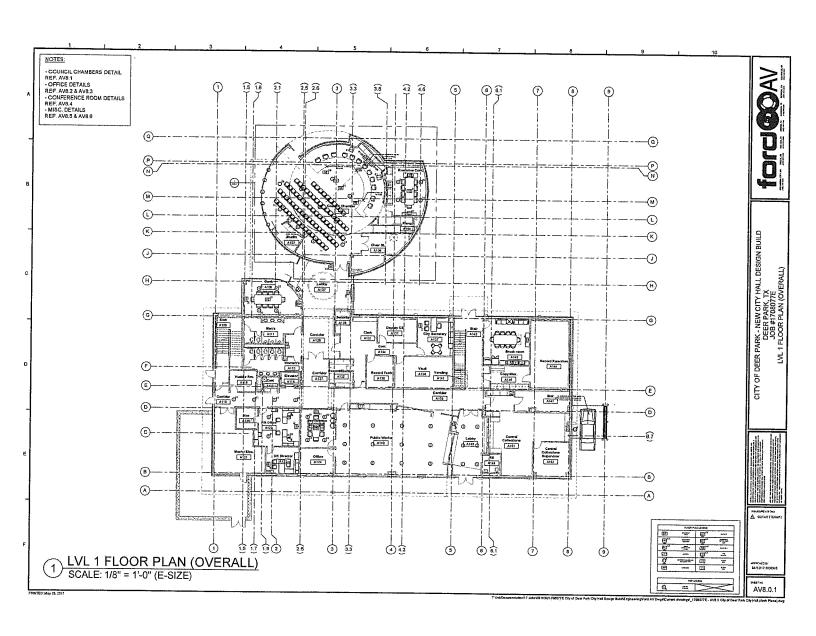


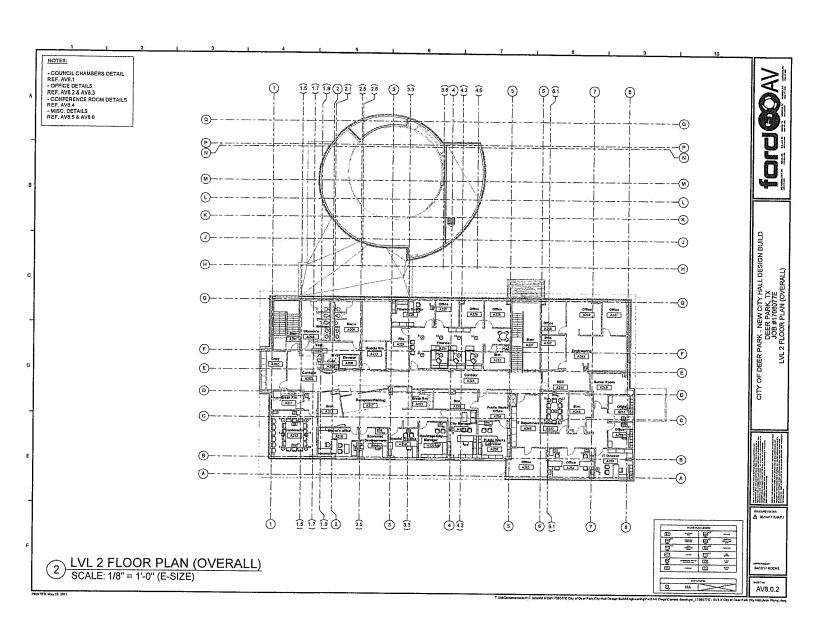


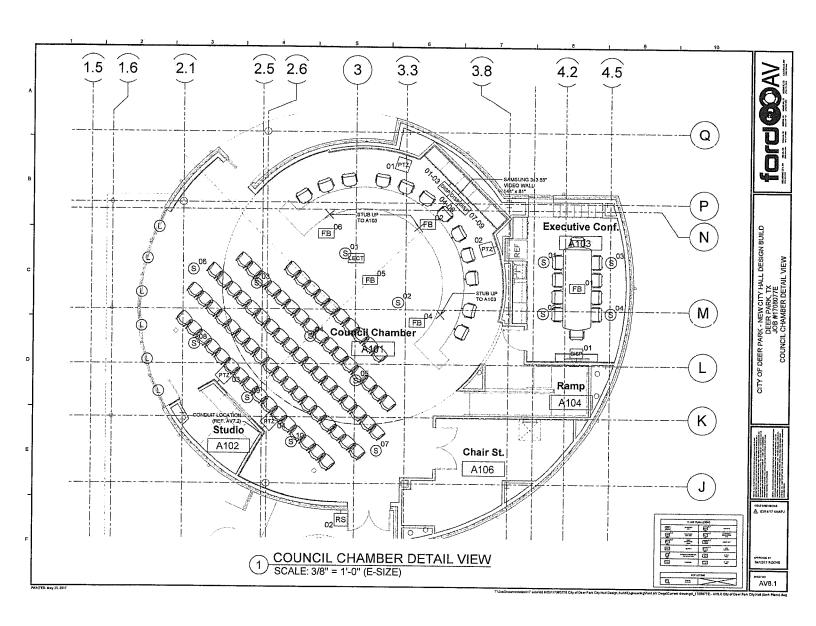


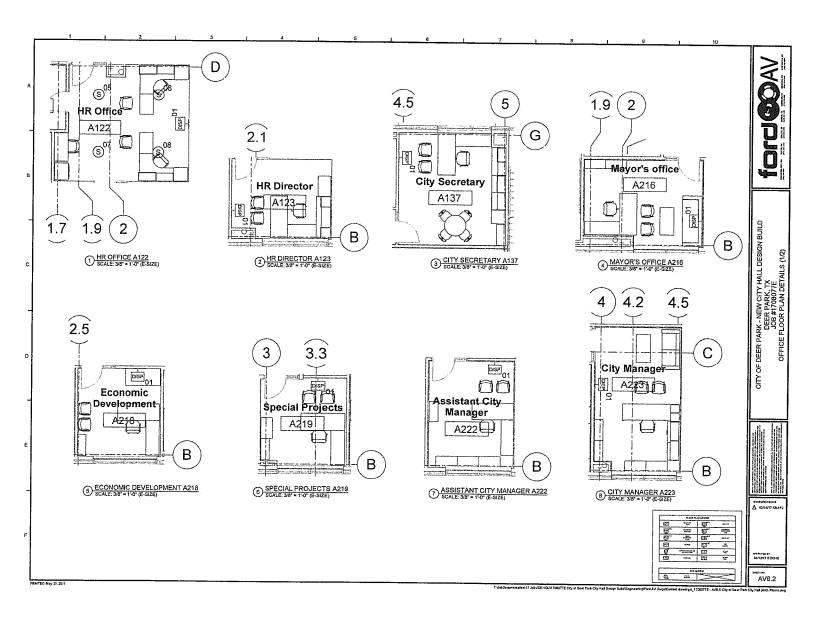


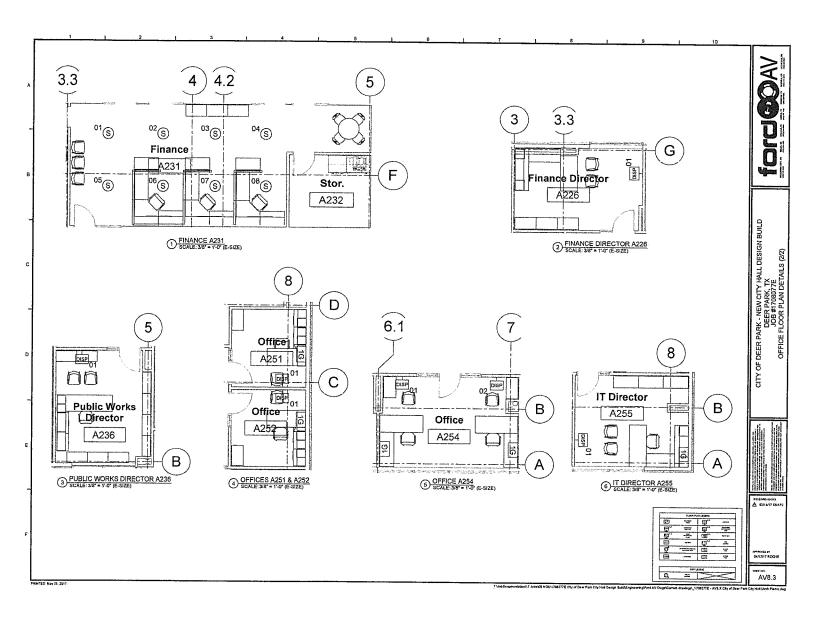


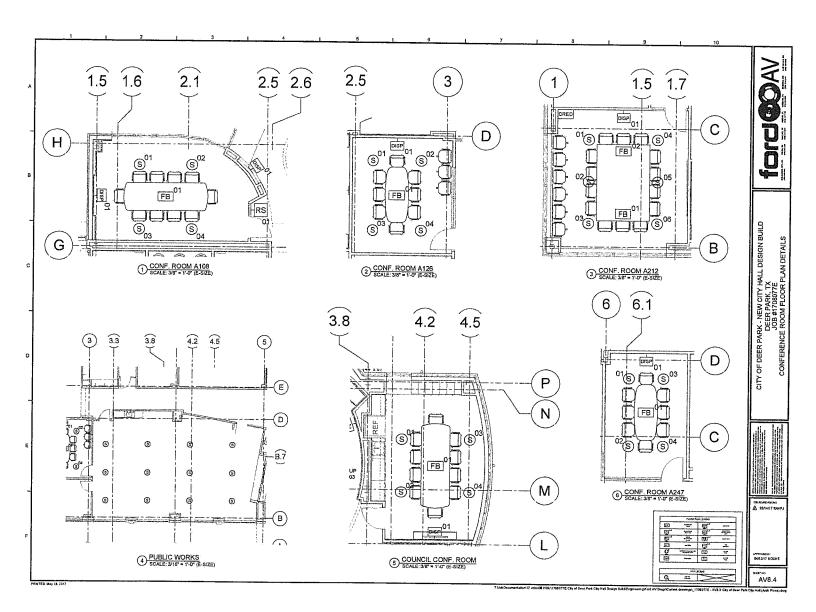


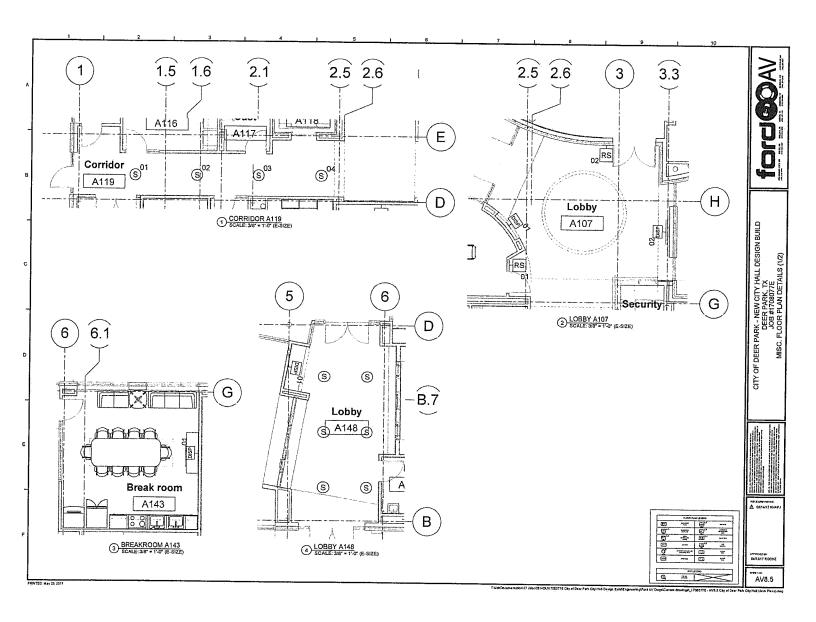


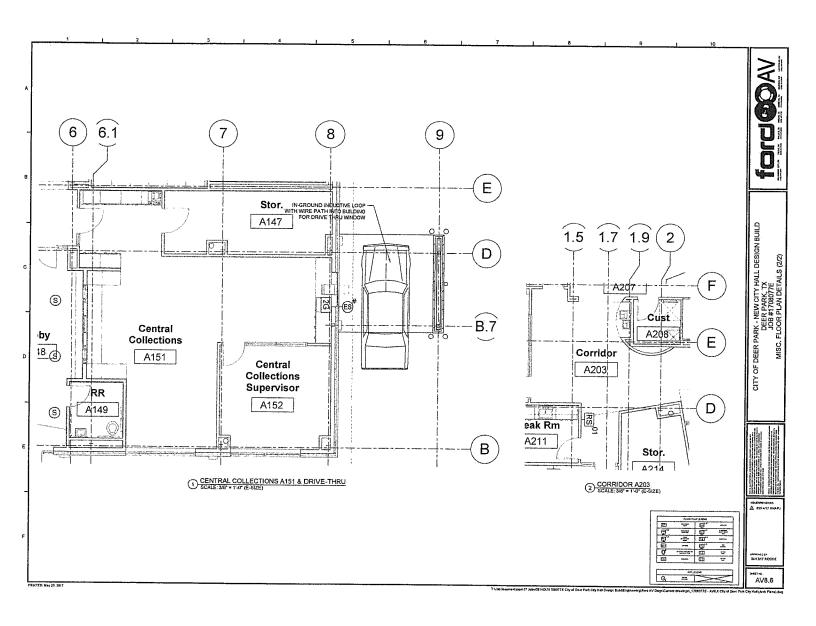












CITY OF DEER PARK CONSTRUCTION CONTRACT ROUTING AND APPROVAL FORM

(All spaces must be completed.)

CONTRACTOR/COMPANY INFORMATION

Email hilld@fordav.com

Tel 713-690-0555 x2824

Contractor Name | Ford Audio-Video Systems, LLC

Contact Person | Doug Hill

| Adaress | 4380 Blatock RC | du | | 1. | rax | | | | ! |
|--|---|--|------------|------------------|---|------------------|---------------------------------------|---|---------------------------------------|
| City, State, Zip | Houston, Texas | 77041 | | T | Cell | 713-3 | 325-9589 | | |
| | | REQUESTING | G DEPAR | RTM | | | | | · · · · · · · · · · · · · · · · · · · |
| Department Name Information Technology Telephone # 2036 | | | | | | | | | |
| Contact Person | James Lewis | | | | | Tel | 2036 | <u> </u> | |
| Email | jlewis@deerpar | ktx.ora | | | | Fax | | | |
| | | RACT DESCRI | PTTON/ | TNF | ORMAT | | | | |
| Purpose of Contract | | tems for new City | | | | | | | |
| (brief description) | Audio-video sys | sterns for new City | / Hall Cou | IICII C | namber | 5 | | | |
| Project/Contract # | Ford AV Audio V | idaa fay yaya Cib. | Uall Carre | -il Cl | | | | | |
| Term of Contract | | ideo for new City 06/20/2017 | naii Coui | | | | | :: | |
| Contract Amount | | , , , , , , , , , , , , , , , , , , , | 14 200 / | | Date | | letion of C | lly Hall | |
| Contract Amount | \$288,876.12 | Account No. | 14-200-4 | | winmont | | urchase | | |
| Type of Funding | Conoral Euro | 1 T Water 9 Cou | Machiner | | | | rder.#. | CDD | |
| rype or runding | | ☐ Water & Sew | | | | | | | |
| | | DPCDC ☐ Grant I | | | | runas | s/State L | I Bouas | |
| and the state of t | x Other; PEG FL | und Account Num | ber 14-20 | U-44l | J2 | | | | |
| Attachment | x Original contr | act (for all amendme | nts) | | x Perfo | rmanc | e Bond | | |
| Checklist | x Form 1295 Ac | knowledgement | | | x Paym | ent Bo | ond | | |
| (Check all that are | x IRS W-9 Form | 1 | | | x Comp | leted | Form of A | greement | |
| attached) | x Insurance Cer | tificate | | | | | | ocuments with | |
| | | | | | Standard Form of Agreement, General and | | | | and |
| | | | | | Special Conditions and Technical | | | | |
| | | | | | Specific | cations | | | |
| Procurement | □ Competitive | Bid | | | x Purch | asing | Cooperati | ve | |
| | CONT | RACT CERTIFI | CATION | 1 & <i>A</i> | NPPRO' | VALS | | | |
| I certify that I have read to I recognize that while ot department's responsibility contract for compliance, page 1 | hers may review to ensure the spayment and expirate | the contract from pecifications are suf | a legal, p | olicy, I/or p | or man | ageme or depa | nt perspec | tive, it is the rec | questing |
| Department | | | · | Ī | | | | | |
| Contact | | | | | | | | Date | |
| Person/Initiator | | | | | | | | | |
| | | | | | | | | - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
| Department Head | | | | | | | | Date | |
| Director of Public | | | | | | | | | |
| Works | | | | | | | | Date | |
| Director of Finance | | | | | | | | Date | |
| | | | | | | | | | |
| | | | | | | | | | |
| City Attorney | | | | | | | | Date | |
| | | | | | | | | 1. November | |
| City Manager's | | | | | | | | Date | |
| Office | | | | | | | · · · · · · · · · · · · · · · · · · · | | |
| City Secretary | | No. 4000 April 1000 Ap | | | | | | Date | |
| Mayor | | | | | | | | Date | |
| | | | | | | | | | |

CONTRACT DISTRIBUTION/ROUTING Once the contract is signed, copies shall be distributed to all listed below and the date of distribution shall also be provided. Address PRINT NAME Ford Audio-Video Systems Contractor 4380 Blalock Road Doug Hill Houston, Texas 77041 Date Senior Account Manager 713-690-0555 x2824 Consultant (if any) Date Department Date Department Date Department Date Department Date Department Date Department Date

CITY OF DEER PARK CONTRACT FOR GENERAL SERVICES INFORMATION TECHNOLOGY

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CONTRACTOR:

| Ву: | Ву: |
|------------------------------------|---|
| Date: | Date: |
| Title: | Title: |
| | Company: Ford Audio-Video Systems, LLC |
| | |
| II. General Information and Terms. | |
| Contractor's Name and Address: | Ford Audio-Video Systems, LLC 4380 Blalock Road Houston, TX 77041 |
| Description of Services: | Audio/Video Systems for the City Council Chamber |
| Maximum Contract Amount: | \$288,876.12 |
| Effective Date: | On the latest date of the dates executed by both parties. |
| Termination Date: | See III.C. |
| | |

Contract Parts: This Contract consists of the following parts:

I. Signatures

CITY OF DEER PARK:

- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

- A. <u>Contractor's Services</u>. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.
- B. <u>Billing and Payment</u>. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
- (a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.
- (2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.
- (3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)
- D. <u>Liability and Indemnity</u>. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.
- E. <u>Assignment</u>. The Contractor may not assign this Contract without the City's prior written consent.

- F. <u>Law Governing and Venue</u>. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.
- G. <u>Entire Contract</u>. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. <u>Independent Contractor</u>. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.
- I. <u>Dispute Resolution Procedures</u>. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. <u>Attorney's Fees.</u> Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. <u>Severability</u>. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. <u>Contractual Limitations Period</u>. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- M. <u>Conflicting Provisions</u>. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- N. <u>Copyright</u>. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.
- O. <u>Disclosure of Interested Persons for Council-Approved Contracts</u>. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
 - (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at https://www.ethics.state.tx.us/tec/1295-Info.htm. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

IV. Additional Terms or Conditions.

A. Installation will occur according to a schedule mutually agreed upon by City and Contractor, with the understanding that such schedule will include installation during evenings and weekends. The City shall not be subject to charges for additional labor, expenses, travel, overhead, or any other charge, based on installation being scheduled during evenings and weekends or Contractor's inability to install the system during times that the Council Chamber is being used for City purposes.

B. The paragraph titled "Non-Hire" in Section E of Ford Audio-Video Systems, LLC's Proposal dated April 26, 2017 (the "Ford Proposal"), attached hereto as Exhibit "A-2", reading:

"The Customer and Ford mutually agree, because of the high cost of training an employee that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of the breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages an agreed upon cost to replace the employee"

is hereby amended to read as follows:

"The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party during the term of this contract and for one (1) year thereafter. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitations, through the Internet, newspapers, magazines, and radio."

C. Section F.1.n. of the Ford Proposal, reading:

"Ford may withhold warranty service in the event that Customer has an unpaid balance due to be paid to Ford"

is hereby amended to read as follows:

"Ford may withhold warranty service only in the event that Customer has an unpaid balance due to be paid to Ford for warranty work."

D. The phrase "During the training" in Section G.1.b. of the Ford Proposal is hereby deleted.

V. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Ford Audo-Video Systems, LLC's Executive Brief dated June 8, 2017 (5 pages)
- A-3. Ford Audio-Video Systems, LLC's Proposal dated June 8, 2017 (19 pages)
- A-4. BuyBoard Discount Worksheet (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)
- B-2. Ford Audio-Visual Systems, LLC Insurance Certificate Form (1 page)
- B-3. Ford Audio-Visual Systems, LLC W-9 Form (1 page)
- B-4. Technical Specifications (22 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(See Attached)

| | CERTIFICATE OF INTERES | TED PAR | TIES | | | 1005 |
|---|--|--|---|---------------------------------------|---------------------------------------|-------------------------------------|
| | | | | | FOR | M 1295 |
| | Complete Nos. 1 - 4 and 6 if there are interested properties. 1, 2, 3, 5, and 6 if there are no interested properties. | | | CE | OFFICE USI | ONLY |
| 1 | of business. Ford Audio-Video Systems, LLC | | | | Certificate Number: 2017-217460 | |
| 2 | Name of governmental entity or state agency the being filed. City of Deer Park, Texas | orm is 06/0 | Date Filed: - 06/02/2017 Date Acknowledged: | | | |
| 3 | Provide the identification number used by the g description of the services, goods, or other pro 0 City Hall AV Systems | governmental ent perty to be provid | ity or state agency to track ded under the contract. | or identify the o | contract, and pro | vide a |
| 4 | Name of Interested Party | ~ <u>#</u> | City, State, Country (pla | ce of business) ؛ عبريون | 1 | of interest pplicable) Intermediary |
| С | ity of Deer Park | | Deer Park, TX United | · · · · · · · · · · · · · · · · · · · | X | memediary |
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| 5 | Check only if there is NO Interested Party. | | | | | |
| | AFFIDAVIT | | | | · · · · · · · · · · · · · · · · · · · | |
| | EDWIN L' WOOLDRIDGE Notary ID # 10635770 My Commission Expires January 26, 2021 AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said | Douglas H | Signature of authorized a | gent of contracting | g business entity | |
| 4 | Signature of officer administering oath | | Woold nidge officer administering oath | Markar Title of | officer administer | ing oath |

EXHIBIT A-2

Ford Audio – Video Systems, LLC's Executive Brief Dated June 8, 2017 (See Attachment)



Helping People Communicate!

June 8, 2017

Mr. James Lewis City of Deer Park 710 East San Augustine Street Deer Park, TX 77536

Dear Mr. Lewis:

Ford Audio Video Systems, LLC (Ford) has reviewed the needs and goals of the City of Deer Park for the City Hall and Council Chambers. We have evaluated the spaces as provided by the architect, and designed a system that shall meet your goals.

Situation

The City of Deer Park City Hall needs to be equipped with current, high quality audio-video systems to accommodate communication between city staff and the public.

Council Chambers Considerations

Ford has designed a video system for the council chambers. This system shall include a large video wall behind the dais for presentations, while allowing a high level of ambient light in the room. Each member of the council shall have a 21.5" display for viewing presentations or the agenda.

Each member of the council shall have a microphone, a dedicated speaker, volume control, and a headphone port for sound isolation.

A presentation lectern shall house the video presentation equipment and allow a presenter to display a computer image or document. The lectern shall be mobile, and can utilize any one of three positions in the chambers for presentation. It shall include an annotation system allowing presenters to mark presentations, maps, etc.

A council chambers studio space shall be furnished with a production console that includes built-in equipment rack space. The studio will be equipped with a DVD/Blu-ray player in the control room and shall meet current production needs, while also allowing for future expansion.

Recessed multi-color LED fixtures shall be installed along the windows, providing the ability to display colors in the evening hours, visible to the street traffic.

A control system with large touch-panels shall allow flexibility of audio-video controls, light dimming, and LED color changing.

The Council Chambers Executive Board Room shall have a large wall-mounted display for presentations. Three displays shall be installed in the lobby of the council chambers for historic photo presentations, current and upcoming events, and a room schedule.

Ford Audio-Video Systems, LLC Submitted By: Douglas Hill, Senior Account Manager Page 2 of 2

City Hall Considerations

The City Hall design includes four (4) conference rooms. Each room shall have a large display, offer the user a simplified connection interface for presentations, including HDMI and wireless connectivity. Each room shall be controlled via a push button control system

Thirteen City Hall offices shall be equipped with HD displays, connected to the internal cable distribution system. Five offices shall have computer connectivity for presentations.

A sound masking system shall be installed throughout the City Hall, providing speech privacy to the HR and finance areas. Additional coverage shall include the front lobby, main hallway, and public works.

A utility payment drive-thru system shall be installed, giving staff the ability to talk to the customers from the window or their desks. The camera system shall allow staff to visually monitor the drive-thru.

System Value

Ford recognizes the responsibility and accountability of local government. We strive to offer the best value for the project, which means excellent quality parts and design. Using lesser quality parts reduces the longevity and performance of the system, and results in a higher cost, long term.

I believe we have met the goals and expectations in our design, and look forward to working with the City of Deer Park on this and future projects.

If there are any questions, please contact me immediately.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill

Senior Account Manager

Voice:

713-690-0555

E-mail:

hilld@fordav.com

Website:

www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC

Mitch Warren, P.E. Division Manager







EXHIBIT A-3

Ford Audio – Video Systems, LLC's Proposal Dated June 8, 2017 (See Attachment)



Helping People Communicate!

Revised June 8, 2017

Mr. James Lewis City of Deer Park 710 East San Augustine Deer Park, TX 77536

RE: Audio, Video, and Lighting System Proposal

Dear Mr. Lewis:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **BuyBoard Contract #482-15**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

FORD AUDIO-VIDEO SYSTEMS, LLC

Mitch Warren, P.E.

Division Manager

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Deaglas Hill

Senior Account Manager

Voice:

713-690-0555

Email:

hilld@fordav.com

Website:

www.fordav.com

Proposal

For

City of Deer Park, Deer Park, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for the City of Deer Park, Texas (Customer):

COUNCIL CHAMBERS

1. AUDIO SYSTEM

- a. One (1) audio-video console shall be installed in the studio area of the council chambers. The console shall have three (3) 16-space equipment racks installed under the counter, and two (2) 8-space equipment rack turrets above the counter. One (1) 16-space bay shall be reserved for owner furnished equipment (OFE) IT use.
- b. One (1) 33" lectern with a millwork kit shall be provided for the audio-video systems in the city council chambers. The lectern shall include one (1) 16-space equipment rack and power distribution.
 - 1) The Customer will provide the millwork for the lectern, allowing matching wood for the project.
- c. Twelve (12) in-counter power modules shall be installed in the dais to provide AC and USB power.
- d. Ten (10) 8" two-way loudspeakers ceiling installed in the council chambers above the audience, the lecterns and the dais in a 3-zone configuration.
- e. One (1) 3-channel, 120w at 70v audio amplifier shall be installed in the rack and connected to the speakers.
- f. One (1) 12-input, 8-output digital signal processor (DSP) shall be installed in the rack. The outputs of the DSP shall be connected to the audio amplifier, the OFE Granicus system, the AV recorder, the studio monitor speakers and the RF distribution system.
- g. Two (2) 5" two-way powered studio monitors shall be installed on 36" speaker stands in the studio.

- h. Thirteen (13) 16" gooseneck microphones shall be installed for the dais and lectern locations. They shall be connected to one (1) microphone processing unit. These microphones systems shall allow personal listening through headphones or monitor speakers.
- i. Thirteen (13) tabletop speakers shall be installed; twelve (12) at the dais and one (1) at the lectern. They shall include volume controls. Twelve (12) sets of earphones shall be included, allowing council members to plug in as necessary.
- j. Two (2) channels of digital wireless microphone receivers shall be installed in the provided equipment rack. Two (2) wireless hand-held transmitters, and two (2) belt back transmitters with lavalier microphones shall be provided. Each receiver can only have one (1) or the other transmitters connected at a time.
- k. One (1) assisted listening system (ALS) with four (4) belt-pack receivers and two (2) inductive neck loop receivers shall be installed and connected to the DSP.

2. VIDEO SYSTEM

- a. One (1) 16 x 16 capable digital media matrix card frame switcher with redundant power supply shall be provided and installed in the rack. The frame shall be populated with six (6) output cards and eight (8) input cards.
- b. Nine (9) 55", thin bezel video displays shall be mounted in a 3 x 3 video wall configuration on the front wall behind the dais. The wall shall receive a signal from the matrix switcher. One (1) spare display shall be provided, for a total of ten (10) displays. The spare display shall be tested and re-packaged and stored by the Customer.
- c. Eleven (11) 21.5" displays shall be provided for the dais at the council member locations. They shall all receive two (2) signals from the matrix switcher; one (1) for the lectern output and one (1) from the city secretary desk. Ford shall install six (6) HDMI distribution amplifiers (DAs), as well as eleven (11) HDMI to display port converts to provide dual signals to each display.
- d. Ford shall install four (4) HDMI/VGA-with-audio input transmitters, one (1) on the lectern, one (1) at the city secretary location, one (1) at the assistant city manager location, and one (1) in the studio. All input transmitters shall be connected to the matrix switcher.
- e. One (1) document camera shall be installed in a drawer on the lectern and connected to the matrix switcher.
- f. One (1) Blu-ray player shall be installed in the rack in the studio and connected to the matrix switcher.
- g. Two (2) annotation systems, with two (2) 20" touchscreen displays, shall be installed in the council chambers; one (1) at the lectern and one (1) at the assistant city secretary location. The outputs shall connect to the matrix switcher for routing annotated content. These shall act as confidence monitors and be a touchscreen controller at the assistant city secretary desk.

- h. One (1) HD media recorder shall be installed in the studio rack for recording live presentations in the council chambers.
- i. One (1) 55" display shall be mounted in the lobby and connected to the video matrix switcher for live video overflow output. This monitor shall be able to display the distributed TV signal system.
- j. One (1) 75" display shall be installed in the lobby and shall be connected to a digital signage player.
 - 1) The Customer will be responsible for providing content on the network for this player to access.
- k. Two (2) digital signage media players shall be provided and connected, one (1) to the 75" display and one (1) to the matrix switcher.
 - 1) The Customer will provide LAN connectivity to the signage players.
- 1. One (1) RF modulator shall be installed in the studio furniture rack to modulate the council chambers AV signal.
- m. One (1) RF combiner shall be installed in the IDF room and shall combine the RF signal with the OFE Comcast cable signal.
- n. One (1) 8" room scheduler display shall be mounted on the outside wall of the council chambers.
 - 1) The Customer will be responsible for providing an OFE PoE LAN pull for the room scheduler.

3. LIGHTING SYSTEM

- a. Six (6) LED lights, with 4 x 3 watt multicolor LEDs shall be flush-mounted in the ceiling soffit above the windows to wash the windows with color light.
- b. One (1) LED light controller shall be installed in the studio and connected to the lights.
- c. One (1) serial to DMX converter shall be connected to the controller to allow lighting control over Crestron.

4. CONTROL SYSTEM

- One (1) control system, with one (1) 10" touchpanel for the city secretary and one (1) 15" touchpanel for the studio, and one (1) 20" touchpanel for the assistant city secretary shall be installed and programmed to control the following functions:
 - 1) Blu-Ray Player (Power On/Off, Play, Stop, FF and RW)
 - 2) Matrix Switcher (Input Source/Destination Select)
 - 3) Annotation (Source Select)

- 4) Video Wall (Power On/Off)
- 5) Lobby Display (Power On/Off)
- 6) Audio (Microphone Select, Microphone Volume Up/Down)
- 7) Media Recorder (Record/Stop Record)
- 8) Architectural lights (Color Select/Timing)

COUNCIL CHAMBERS CONFERENCE ROOM - A101

5. AUDIO SYSTEM

- a. Four (4) 6.5", two-way, in-ceiling loudspeakers shall be installed in the conference room ceiling.
- b. One (1) 40W, 70V audio amplifier shall be installed in the OFE back box and connected to the speakers.

6. VIDEO SYSTEM

- a. One (1) 75", LED, HD display shall be wall-mounted in the conference room. It shall have an OFE back-box for power and equipment storage and connected to the OFE RF cable.
- b. One (1) AV transmitter shall be installed under the table, providing HDMI and VGA with audio connectivity.
- c. Two (2) AV receivers shall be installed in the OFE back box and connected to the display. One (1) receiver shall receive a signal from the table inputs and one (1) receiver shall receive a signal from the council chambers matrix switcher.

7. CONTROL SYSTEM

- a. One (1) dual-gang, touch button control system, shall be installed in a table-top box and programmed to control the following functions:
 - 1) Display (Power On/Off, Source Select)
 - 2) Audio (Master Volume)

8. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.

- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

e. Lighting Systems

- 1) Ford does not provide structural engineering and is not an electrical contractor.
- 2) Ford recommends the Customer or the Customer's contractor hire a structural engineer to ensure the lighting bars and other lighting equipment are designed to meet the building code.
- The Customer's electrical contractor shall install the complete lighting system(s) to meet the building and electrical codes. This includes providing and installing the lighting bars that attach to the building structure. The approximate weight of the items provided by Ford to be hung from each lighting bar is 35 pounds per foot to lighting bar. It will be the responsibility of the Customer's structural engineer to ensure the lighting bars and their structural attachment are sufficient.
- 4) The lighting system(s) require 120/208 volt, 5 wire, AC electrical service. If the electrical service is not 120/208 volt, the 'Customer or electrical contractor shall notify Ford so that the dimmer rack and lighting components may be changed to the appropriate voltage. This should be done at the beginning of the project.
- Some lighting manufactures require that they be allowed to inspect the AC source to the dimmer rack prior to energizing the system. This is necessary to validate the warranty of the equipment. It will take approximately three weeks to schedule the manufacturer's representative after Ford is notified by the Customer or the electrical contractor the lighting system is installed and is ready for inspection.
- f. Providing and preparing adequate space for the location of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, lighting equipment, video monitors, video projectors, projection screens, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection

screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.

- g. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- h. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
- i. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
- j. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.

9. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of audio/video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio/video/control systems
- d. Installation of low voltage audio/video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

10. PREVENTATIVE MAINTENANCE

- a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.
- b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

- 1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take six (6) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately six (6) to eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately thirteen (13) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
- 2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Fords Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

COUNCIL CHAMBERS AV EQUIPMENT

| Quantity | Description | Price | Extension |
|----------|--|----------|-----------|
| 1.00 | BLAC.HYPERDSTP2 RECO,HYPERDECK,STUDIO,PRO2,SSD | 1,795.50 | 1,795.50 |
| 2.00 | BRIG.HD223 DIGI.H.265,FULL HD,HTML5 PLAYE | 315.00 | 630.00 |
| 2.00 | BRIG.USDHC16C10 ACCE,CLASS,10,MICROSD,16GB | 27.30 | 54.60 |
| 1.00 | CHIE.LTM1U MOUN, LG HEIGHT ADJ, TILT MOUN | 227.25 | 227.25 |
| 9.00 | CHIE.LVSXU MOUN, CONNECSYS PORT W/O RAILS | 588.00 | 5,292.00 |
| 2.00 | CHIE.XSM1U MOUN,X-LRG, STATIC MOUNT ASSEM | 203.25 | 406.50 |
| 1.00 | CONT.QDA4-45 AMP.DA,DISTRIBU,AMP/COMBINER,4 | 391.50 | 391.50 |
| 1.00 | CONT.QMODHDMIRG AV,HDTV,MOD,IPTV,ENCOD,HDMI | 1,962.00 | 1,962.00 |
| 1.00 | CRES.AMP-3210T AMP,3X210W COMMERCIAL POWER AM | 1,085.00 | 1,085.00 |
| 32.00 | CRES.CBL-HD-6 CABL, HDMI, 6' | 35.00 | 1,120.00 |
| 11.00 | CRES.CBLHDDVI12 CABL,HDMI TO DVI, 12' | 49.00 | 539.00 |
| 5.00 | CRES.CBLVGAAUD6 CRESTRON CERTIFIED COMPUTER V | 28.00 | 140.00 |

| 1 20 | | | |
|-------|---|----------|-----------|
| 1.00 | CRES.CENSWPOE16 SWIT,16 PORT,MANAGED POE | 1,855.00 | 1,855.00 |
| 1.00 | CRES.CP3N AV,3-SERIES CONTROL SYSTEM | 1,820.00 | 1,820.00 |
| 4.00 | CRES.DMC4KCHDCP CARD,DM,4K,8G+,INPUT,HDCP2 | 770.00 | 3,080.00 |
| 3.00 | CRES.DMC4KCOHDH CARD, DM, OUTPUT, 4K, HDCP2 | 910.00 | 2,730.00 |
| 3.00 | CRES.DMC4KHDHDC CARD,HDMI INPUT.4K.HDCP2 | 560.00 | 1,680.00 |
| 3.00 | CRES.DMC-4K-HDO CARD,4K HDMI OUTPUT, 2CH | 1,260.00 | 3,780.00 |
| 1.00 | CRES.DMCONNULTR CONN,RJ45 JACK W/ TERM TOOL | 350.00 | 350.00 |
| 1.00 | CRES.DMC-SDI CARD,SDI INPUT FOR DM SWITCHER | 840.00 | 840.00 |
| 1.00 | CRES.DMMD16X16R SWIT,DM,RUNDNT PWR SUP | 6,860.00 | 6,860.00 |
| 1.00 | CRES.DM-PSU-8 POWE,8-PORT PODM,DM SWITCH | 840.00 | 840.00 |
| 4.00 | CRES.DMRMC4K100 RECE,DM,4K ROOM CONTROL | 630.00 | 2,520.00 |
| 1.00 | CRES.DMRMC4KSCA RECE,4K 8G SCALER | 1,260.00 | 1,260.00 |
| 4.00 | CRES.DMTX201C TRAN,DM,HDMI + RGB INPUTS | 910.00 | 3,640.00 |
| 1.00 | CRES.DMTX4K302C 2 HDMI 1 VGA DM TRANSMITTER | 1,400.00 | 1,400.00 |
| 6.00 | CRES.HDDA44KE AMP.DA 1 TO 4 4K HDMI DA | 350.00 | 2,100.00 |
| 1.00 | CRES.MPAMP4070V AV, MEDIA PRESENTATION AUDIO AM | 385.00 | 385.00 |
| 1.00 | CRES.MPCM10BT AV, MEDIA PRESENTATION CONTROLL | 763.00 | 763.00 |
| 1.00 | CRES.TSW1060BS TOUC, 10.1" TOUCH SCREEN BL SM | 1,680.00 | 1,680.00 |
| 1.00 | CRES.TSW1060TTB ACCE, TTK FOR TSW-1060, BLK SM | 175.00 | 175.00 |
| 1.00 | CRES.TTKMPMPCIP BOX,TABLETOP,ENCLOSURE | 70.00 | 70.00 |
| 1.00 | DENO.DN-500BD BLUE,1RU PRO BLURAY PLAYER | 359.10 | 359.10 |
| 1.00 | EDCO.S2M-C COUPLER, 3.5MM TO BALANCED | 33.48 | 33.48 |
| 2.00 | ERGO.45-241-026 AV,ERGO LX DESK MT LCD ARM | 152.99 | 305.98 |
| 1.00 | EVOK.ERM1001 DATA,ROOM MGR,LED,8" | 1,439.10 | 1,439.10 |
| 12.00 | FSR.17766 ACCE,TCCHRGBLK9 POWER COASTER | 161.10 | 1,933.20 |
| 4.00 | JBL.CONTROL16CT SPEA,6-1/2" CO-AX CEILING,WHT | 119.60 | 478.40 |
| 2.00 | JBL.LSR305 SPEA,5" POWERED 2-WAY STUD MON | 159.20 | 318.40 |
| 5.00 | LIBE.DL-AR ADAP, UNIVERSIAL HDMI ADAPTER | 90.97 | 454.85 |
| 1.00 | QOMO.QD3900 DOC.CAM, 2MP 12X OPTICAL HDMI | 1,596.00 | 1,596.00 |
| 1.00 | SAMS.DM55E DISP.MON,55"LED 1920X1080 | 1,869,30 | 1,869.30 |
| 2.00 | SAMS.DM75E DISP,MON,75".LED,LCD,WIFI | 5,100.00 | 10,200.00 |
| 11.00 | SAMS.S22E450D DISP.MON,21.5",(16:9) LED, VGA | 195.75 | 2,153.25 |
| 10.00 | SAMS.UD55E-B DISP.MON,55" 3.5MM VIDEO WALL | 4,291.20 | 42,912.00 |
| 13.00 | SHUR.DC5900F CONF, DISCUSSION UNIT, FLUSH MNT | 168.00 | 2,184.00 |
| 1.00 | SHUR.DIS-CCU-US CNTRL UNIT FOR DDS5900/DCS6000 | 1,665.00 | 1,665.00 |
| 13.00 | SHUR.GM5923 GOOSENECK.MIC.W/LED.W/XLR.40CM | 133.00 | 1,729.00 |
| 2.00 | SHUR.QLXD12485H COMBO SYS,WL185/SM58,QLXD4,H50 | 1,529.15 | 3,058.30 |
| 12.00 | SHUR.SE112-GR HEAD, SOUND ISPLATING EAR BUDS | 48.30 | 579.60 |
| 1.00 | SHUR.SW6000 SOFT, CONF MANAGEMENT PACK | 2,049.35 | 2,049.35 |
| 1.00 | ULTI.MS-90-36B STAN,36"H,PAIR,STUDIOMON,BLK | 223.99 | 223.99 |
| 13.00 | SHUR.LS5900F CONF.AUD,FLUSH MNT SPEAKER | 39.20 | 509.60 |
| 13.00 | SHUR.FP-5981-F PANE,FRONT PLATE | 87.50 | 1,137.50 |
| 1.00 | MARS.V-R173-DLW DISP.MON,17" HD RM WVFRM/VECTO | 2,699.10 | 2,699.10 |
| 1.00 | CRES.DSP-1283 12X8 DSP W/DANTE, AEC & USB | 2,800.00 | 2,800.00 |
| 5.00 | CRES.CBL-HD-12 CABL,HDMI,12FT | 49.00 | 245.00 |
| 1.00 | CRES.TS1542TILB DISP.TOU,15.6" HD,W/DM | 4,060.00 | 4,060.00 |
| 3.00 | CRES.DMDGE200C RECE,DM,DIGITAL GRAPHICS ENGIN | 2,240.00 | 6,720.00 |
| 2.00 | CRES.TSD2220B DISP.TOU, 21.5" HD, BLACK | 1,400.00 | 2,800.00 |
| 8.00 | LEVI.41641-E PANE, QUICKPORT, DECORA INS, BLK | 4.50 | 36.00 |
| 2.00 | CRES.DMCBLULT15 CABL,DM ULTRA PATCH 1.5 FT | 21.00 | 42.00 |
| 13.00 | C2G.00817 CABL,10'CAT6 SHIELD PATCH BLK | 9.09 | 118.17 |
| | | | |

| 1 | 0.00 | CRES.SAROSIC8TW SAROS 8" 2-WAY IN-CEILING SPE | 238.00 | 2,380.00 |
|---|------|---|------------|---|
| 1 | 0.00 | CRES.SPKNCTPIC8 ACCE, NEW-CONSTRUCTION SPEAK | XER 17.50 | 175.00 |
| 1 | 7.00 | EXTR.26-691-09 CABL,9' DISPLAY PT ULTRA | 56.00 | 952.00 |
| | 2.00 | EXTR.26-691-12 CABL, DISPLAYPORT 4K 12' | 63.00 | 126.00 |
| | 6.00 | CRES.DMRMC4K10T RECE, 8G+, RECEIVER, BLK, TEXTU | IRE 490.00 | 2,940.00 |
| | 2.00 | CRES.DM-DA4-4KC TRAN,DM 8G/HDBT 4X SPLITTER | 1,890.00 | 3,780.00 |
| 1 | 1.00 | C2G.54179 ADAP, HDMI TO DISPLAYPORT CONVE | 107.99 | 1,187.89 |
| | 2.00 | SAND.SDSSDXPS24 CARD,240GB SOLID STATE DRIVE | 148.80 | 297.60 |
| | 1.00 | WILL.PPA457PRO ASSI, 457PRO SYSTEM,4-RECVRS | 1,108.50 | 1,108.50 |
| | 2.00 | WILL.PPAR37 RECE,FM,AA BATT,EAR013 | 92.25 | 184.50 |
| | | | | THE RESIDENCE AND ADDRESS AND |
| | | | Sub Total | 161,312.51 |

COUNCIL CHAMBERS LIGHTING

| Quantity | Description | Price | Extension |
|----------|---|-----------|---|
| 1.00 | DOUG.2322DMX LIGH,INTERFACE,RS232 TO DMX | 1,282.50 | 1,282.50 |
| 6.00 | ILUM.LOGICTRI4 LIGH,4 LED RGB FLUSH MNT FIXTU | 108.00 | 648.00 |
| 1.00 | ILUM.LOGIC1X36 LIGH,36 WATT LED RBG CONTROLLE | 212.00 | 212.00 |
| | | | patient desired to the second |
| | | Sub Total | 2.142.50 |

CABLING, RACKING & MISC HARDWR

| Quantity | Description | Price | Extension |
|----------|--|-----------|-----------|
| 2,000.00 | CRES.DMCBL8GPSP WIRE,24/8 STP,8G,PLENUM, | .90 | 1,800.00 |
| 3,000.00 | WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP | .36 | 1,080.00 |
| 1,000.00 | WEST.256350 RG-6,18,SLD,BARE,CMP,SDI,COAX | .94 | 940.00 |
| 2,000.00 | WEST.25225B WIRE,2C,16G,PLENUM,GRAY | .21 | 420.00 |
| 1,000.00 | WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP | .10 | 100.00 |
| 1.00 | MIDD.CUSTOM1 CUSTOM 33"W LECTERN WO MILLWRK | 1,706.68 | 1,706.68 |
| 1.00 | MIDD.CUSTOM2 VIEWPOINT AV CONSOLE SYSTEM | 4,477.84 | 4,477.84 |
| 3.00 | MIDD.PD715SCNS SLIM PWR STRIP,7 OUTLET | 79.10 | 237.30 |
| 5.00 | MIDD.PD-915R-SP 9 OUTS,15A SERIES SURGE | 439.60 | 2,198.00 |
| 3.00 | MIDD.PD-DC-125R POWE, 125W MULTI-MOUNT, DISTRO | 503.30 | 1,509.90 |
| 1.00 | MIDD.UPS-2200R POWE,RACK,UPS 2200VA/1650W | 1,251.60 | 1,251.60 |
| 1.00 | CRIMPS, TIES & LABELS | 880.72 | 880.72 |
| 1.00 | CABLES & CONNECTORS | 3,522.87 | 3,522.87 |
| 1.00 | MOUNTING HARDWARE | 1,761.44 | 1,761.44 |
| 1.00 | RACKING HARDWARE | 2,642.15 | 2,642.15 |
| 2.00 | MIDD.DECP-1X4 PANE,1RU,DECORA PANEL,MOUNTS 4 | 25.20 | 50.40 |
| 8.00 | MIDD.VTF1 PANE,1 SPACE (1 3/4") VENT PAN | 13.30 | 106.40 |
| 2.00 | MIDD.UFA-8-F2 2SP SLF,8" D W/ 2U FA,BPC | 46.90 | 93.80 |
| 1.00 | MIDD.D4LK RACK,4 SPACE (7") RACK DRAWER, | 206.50 | 206.50 |
| 100.00 | CRES.DM8GCONNWG CONN,DM,8G,WG,RJ45 | 3.49 | 349.00 |
| | | Sub Total | 25,334.60 |

BONDING

| Quantity | Description | Price | Extension |
|------------|---|-----------|-----------|
| | PERFORMANCE & PAYMENT BOND | 3,273.51 | 3,273.51 |
| | | Sub Total | 3,273.51 |
| INTEGRATIO | N SERVICES | | |
| Quantity | Description | Price | Extension |
| | DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, | 04 202 00 | 04 222 00 |
| | COMMISSIONING, TRAINING AND WARRANTY | 94,323.00 | 94,323.00 |
| | | Sub Total | 94,323.00 |

 Merchandise:
 188,789.61

 Integration:
 94,323.00

 Bond:
 3,273.51

 Freight:
 .00

 Sales Tax*:
 .00

Total Amount: 286,386.12

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$286,386.12

PREVENTATIVE MAINTENANCE: \$2,490.00

*TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer

will be responsible for reimbursing Ford for the cost.

TERMS: 100% due upon completion with an authorized purchase order.

All invoices are due Net 30.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using

a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being

purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the

date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the signed contract and/or a purchase order accepting the terms and conditions of this proposal, prior to the contract being initiated by Ford. Without the acceptance of Ford no work on the contract will be under taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT:

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit center for final review and acceptance.

CHANGES:

Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such

as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.

- g. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- h. The term "Software" as used in this document includes all editable source files, uneditable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- i. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Recalibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- j. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- k. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- 1. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system may invalidate the warranty.
- m. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- n. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a curtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. Two (2) copies of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

- 1. The Customer's personnel will be notified by Ford upon completion of the installation.
- 2. Demonstration of system performance will be during the training session.
- 3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of Deer Park who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit department for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill

Senior Account Manager

Voice:

713-690-0555

E-mail:

hilld@fordav.com

Website:

www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF DEER PARK

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Deer Park and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$286,386.12, for the purchase and installation of equipment and services described in the attached proposal. PREVENTATIVE MAINTENANCE: \$2,490.00 Customer Accepts City of Deer Park and Ford Audio-Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this agreement. We do both agree to abide by the terms and conditions of this agreement. FORD AUDIO-VIDEO SYSTEMS, LLC CITY OF DEER PARK Douglas Hill Authorized Signature Senior Account Manager Mitch Warren, P.E. Printed Name and Title **Division Manager** Date Date

EXHIBIT A-4

BuyBoard Discount Worksheet
(See Attached)

CITY OF DEER PARK CITY HALL

BuyBoard Discount Worksheet

COUNCIL CHAMBERS & COUNCIL CONFERENCE - DH80129

| COUNCIL CHAMBERS & (| COUNCIL CONFERENCE | E - DH80129 | | | |
|----------------------|--------------------|--|------------|---------------------|----------|
| QTY BRAND | PART# | DESCRIPTION | RETAIL | BUYBOARD SELL PRICE | DISCOUNT |
| 1 BlackMagic | HYPERDSTP2 | Professional AV Recorder | \$1,995.00 | \$1,795.50 | 10% |
| 2 Brightsign | HD223 | HD Digital Signage Player | \$350.00 | | 10% |
| 2 Brightsign | USDHC16C10 | 16GB Micro SD Card | \$39.00 | \$27.30 | 30% |
| 1 Chief | LTM1U | Large Format Tilting Wall Mount Bracket | \$303.00 | \$227.25 | 25% |
| 9 Chief | LVSXU | 6-Axis Video Wall Mount | | • | |
| | | | \$784.00 | \$588.00 | 25% |
| 2 Chief | XSM1U | Extra Large Display Wall Mount | \$271.00 | \$203.25 | 25% |
| 1 Contemporary Res | QDA4-45 | 4-Port 45 dB RF Combiner & Amplifier | \$435.00 | \$391,50 | 10% |
| 1 Contemporary Res | QMODHDMIRGB | HDMI ATSC RF Modulator | \$2,180.00 | \$1,962.00 | 10% |
| 1 Crestron | AMP-3210T | 120 Watt x 3 Power Amplifier | \$1,550.00 | \$1,085.00 | 30% |
| 5 Crestron | CBL-HD-6 | 6' HDMI User Cable | \$50.00 | \$35.00 | 30% |
| 12 Crestron | CBLHDDVI12 | 12' HDMI to DVI Cable | \$70.00 | \$49.00 | 30% |
| 5 Crestron | CBLVGAAUD6 | 6' VGA/Audio User Cable | \$40.00 | \$28.00 | 30% |
| 1 Crestron | CEN-SW-POE16 | 16 Port POE+ Network Switch | \$2,650.00 | \$1,855.00 | 30% |
| 1 Crestron | CP3N | | | | |
| 4 Crestron | | Series 3 System Control Processor | \$2,600.00 | \$1,820.00 | 30% |
| | DMC4KCHDCP2 | DM Input Card | \$1,100.00 | \$770.00 | 30% |
| 2 Crestron | DMC4KCOHDHDCP | Dual DM Output Card | \$1,300.00 | \$910.00 | 30% |
| 3 Crestron | DMC4KHDHDCP2 | HDMI Input Card | \$800.00 | \$560.00 | 30% |
| 3 Crestron | DMC-4K-HDO | Dual HDMI Output Card | \$1,800.00 | \$1,260.00 | 30% |
| 2000 Crestron | DMCBL8GPSP | DM Plenum Cabling | \$1.28 | \$0.90 | 30% |
| 1 Crestron | DMCONNULTRARECP | DM Keystone Jack - 20 Pack | \$500.00 | \$350.00 | 30% |
| 1 Crestron | DMC-SDI | HD-SDI Input Card | \$1,200.00 | \$840.00 | 30% |
| 1 Crestron | DM-MD16X16RPS | 16x16 DM AV Switcher Chassis /Redundant PS | \$9,800.00 | \$6,860.00 | 30% |
| 1 Crestron | DM-PSU-8 | DM POE+ Power Supply | \$1,200.00 | \$840.00 | 30% |
| 4 Crestron | DMRMC4K100C | DM HDMI Receiver | \$900.00 | \$630.00 | 30% |
| 1 Crestron | DMRMC4KSCALERC | 4K DM Scaling HDMI Receiver | | • | |
| 4 Crestron | | | \$1,800.00 | \$1,260.00 | 30% |
| | DMTX201C | HDMI/VGA DM Transmitter | \$1,300.00 | \$910.00 | 30% |
| 6 Crestron | HDDA44KE | 1x4 4K HDMI Distribution Amplifier | \$500.00 | \$350.00 | 30% |
| 1 Crestron | MP-AMP4070V | 40 W 70V Amplifier | \$550.00 | \$385.00 | 30% |
| 1 Crestron | MPCM10BT | 10 Button Control Procesor/Keypad | \$1,090.00 | \$763.00 | 30% |
| 3 Crestron | TSW1060BS | 10" Color Control Touchscreen | \$2,400.00 | \$1,680.00 | 30% |
| 3 Crestron | TSW1060TTKBS | 10" Touchscreen Tabletop Kit | \$250.00 | \$175.00 | 30% |
| 1 Crestron | TTKMPMPCIPACBT | Control Keypad Tabletop Kit | \$100.00 | \$70.00 | 30% |
| 1 Denon | DN-500BD | Professional BluRay Player | \$399.00 | \$359.10 | 10% |
| 1 Doug Fleenor | 2322DMX | RS-232 to DMX Adapter | \$1,425.00 | \$1,282.50 | 10% |
| 1 Edcor | S2M-C | Stereo to Balanced Audio Converter | \$41.85 | \$33.48 | 20% |
| 1 Ergotron | 45-241-026 | Adjustable Monitor Arm | \$169.99 | \$152.99 | 10% |
| 1 Evoko | ERM1001 | | | | |
| | | 10" Room Scheduling Panel | \$1,599.00 | \$1,439.10 | 10% |
| 12 FSR | 17766 | AC & USB Power Cubby | \$179.00 | \$161.10 | 10% |
| 4 JBL | Control 16CT | 6 1/2" In Ceiling Speakers | \$149.50 | \$119.60 | 20% |
| 2 JBL | LSR305 | 5 1/4" Studio Monitors | \$199.00 | \$159.20 | 20% |
| 6 Iluminarc | LOGICTRI4 | 4 LED RGB Fixture | \$135.00 | \$108.00 | 20% |
| 1 Iluminarc | LOGIC1x36 | 36 Watt RGB Lighting Controller | \$265.00 | \$212.00 | 20% |
| 5 Liberty | DL-AR | HDMI Adapter Set | \$129.95 | \$90.97 | 30% |
| 1 Marshall | VR173DLW | 17" Rack Mount Broadcast Monitor | \$2,999.00 | \$2,699.10 | 10% |
| 1 Middle Atlantic | CUSTOM | Lectern Rack Frame - Millwork Kit 33"W | \$2,438.12 | | 30% |
| 1 Middle Atlantic | CUSTOM | View Point Control Console | \$6,396.92 | \$4,477.84 | 30% |
| 3 Middle Atlantic | PD-715SC-NS | 7 Outlet Power Strips | \$113.00 | \$79.10 | 30% |
| 5 Middle Atlantic | PD-915R-SP | 9 Outlet Rack Mount Surge | | \$439.60 | |
| 3 Middle Atlantic | PD-DC-125R | DC Power Center | \$628.00 | | 30% |
| 1 Middle Atlantic | | | \$719.00 | \$503.30 | 30% |
| | UPS-2200R | 2200VA UPS Battery Backup System | \$1,788.00 | \$1,251.60 | 30% |
| 1 Qomo | QD3900 | HD Document Camera | \$1,995.00 | \$1,596.00 | 20% |
| 1 Samsung | DM55E | 55" 1080p Professional Display | \$2,077.00 | \$1,869.30 | 10% |
| 2 Samsung | DM75E | 75" 1080p Professional Display | \$6,000.00 | \$5,100.00 | 15% |
| 11 Samsung | S22E450D | 22" 1080p Desktop Monitor w/ Adj Stand | \$261.00 | \$195.75 | 25% |
| 9 Samsung | UD55E-B | 55" 1080p 3.5mm Video Wall Display | \$4,768.00 | \$4,291.20 | 10% |
| 13 Shure | DC5900F | Electronics for Flush Mount Microphone | \$240.00 | \$168.00 | 30% |
| 1 Shure | DIS-CCU-US | Discussion Controller/Processor | \$2,220.00 | \$1,665.00 | 25% |
| 13 Shure | FP5981F | Flush Mount Discussion Mic Module | \$125.00 | \$87.50 | 30% |
| 13 Shure | GM5923 | 16" Gooseneck Microphone with LED Light | | | |
| | | | \$190.00 | \$133.00 | 30% |
| 13 Shure | LS5900F | Flush Mount Talkback Speaker | \$56.00 | \$39.20 | 30% |
| 2 Shure | QLXD12485H | Shure Wireless Handheld/Lavilier Combo | \$1,799.00 | \$1,529.15 | 15% |
| 12 Shure | SE112-GR | Earbud Headphones for DAIS Mics | \$69.00 | \$48.30 | 30% |
| 1 Shure | SW6000 | Discussion Controller Setup Software | \$2,411.00 | \$2,049.35 | 15% |
| 1 Ultimate | MS-90-36B | 36" Monitor Speaker Stands | \$319.99 | \$223.99 | 30% |
| 1 Williams Sound | PPA457PRO | Assisted Listening Solution | \$1,478.00 | \$1,108.50 | 25% |
| 2 Williams Sound | PPAR37 | Assited Listening Receiver | \$123.00 | \$92.25 | 25% |
| 3000 West Penn | 254246 | CAT6 Plenum UTP Cable | \$0.52 | | 30% |
| 1000 West Penn | 256350 | HD-SDI Plenum Cabling | \$1.34 | \$0.94 | 30% |
| | | , | 72.57 | , y 5, 5 4 | ,50,0 |

| 2000 West Penn | 25225B | 16/2 Plenum Speaker Wire | \$0.30 | \$0.21 | 30% |
|-------------------|-------------|--------------------------------------|------------|------------|-----|
| 1000 West Penn | 25291B | 22/2 Shielded Plenum Mic/Line Wire | \$0.14 | \$0.10 | 30% |
| 1 Crestron | DSP-1283 | 12x8 Audio DSP | \$4,000.00 | \$2,800.00 | 30% |
| 5 Crestron | CBL-HD-12 | 12' HDMI Cable | \$70.00 | \$49.00 | 30% |
| 1 Crestron | TS1542TILB | 15" Tabletop Touchscreen | \$5,800.00 | \$4,060.00 | 30% |
| 3 Crestron | DMDGE200C | Digital Graphics Engine - Annotation | \$3,200.00 | \$2,240.00 | 30% |
| 2 Crestron | TSD2220B | 20" Annotation/Control Panel | \$2,000.00 | \$1,400.00 | 30% |
| 2 Middle Atlantic | DECP-1x4 | 1RU Decora Rack Panel | \$36.00 | \$25.20 | 30% |
| 8 Leviton | 41641-E | 1 Port Decora Keystone Plate Black | \$6,00 | \$4.50 | 25% |
| 2 Crestron | DMCBLULTU15 | 1.5 Foot DM Patch Cable | \$30.00 | \$21.00 | 30% |
| 13 C2G | 00817 | 10' shielded CAT6 Cable | \$12.99 | \$9.09 | 30% |
| 10 Crestron | SAROSIC8TW | 8" InCeiling Speaker | \$340.00 | \$238.00 | 30% |
| 10 Crestron | SPKNCTPIC8 | 8" Pre Construction Bracket | \$25.00 | \$17.50 | 30% |
| 17 Extron | 26-691-09 | 9' Ultra DP Cable | \$80.00 | \$56.00 | 30% |
| 2 Extron | 26-691-12 | 12' Ultra DP Cable | \$90.00 | \$63.00 | 30% |
| 6 Crestron | DMRMC4K10T | DM Receiver | \$700.00 | \$490.00 | 30% |
| 2 Crestron | DM-DA4-4KC | 4 Port DM Distribution Amplifier | \$2,700.00 | \$1,890.00 | 30% |
| 11 C2G | 54179 | Display Port to HDMI Converter | \$119.99 | \$107.99 | 10% |
| 2 SanDisk | SDSSDXPS24 | 240GB SSD Drive | \$162.00 | \$145.80 | 10% |
| 8 Middle Atlantic | VTF1 | 1 RU Vent Panel | \$19.00 | \$13.30 | 30% |
| 2 Middle Atlantic | UFA-8-F2 | 2 Spcae Storage Rack Panel | \$67.00 | \$46.90 | 30% |
| 1 Middle Atlantic | D4LK | 4 RU Rack Drawer with lock | \$295.00 | \$206.50 | 30% |
| 100 Crestron | DM8GCONNWG | 8G RJ45 Connector | \$4.99 | \$3.49 | 30% |
| | | | • | \$0.00 | |
| | | | | \$0.00 | |

CITY HALL CONFERENCE & OFFICES - DH80129A

| QTY | BRAND | PART# | DESCRIPTION | RETAIL | BUYBOARD SELL PRICE | DISCOUNT |
|------|-------------------|----------------|--|------------|---------------------|----------|
| 1 | Aiphone | IS-CCU | Central Control Unit | \$1,716.00 | \$1,544.40 | 10% |
| 1 | . Aiphone | IS-DV | Surface Mount Door Station w/Camera | \$299.99 | \$254.99 | 15% |
| 4 | l Aiphone | IS-MV | Master Station Color Monitor | \$558.00 | \$502.20 | 10% |
| 1 | Aiphone | IS-PU-UL | System Power Supply | \$430.00 | \$387.00 | 10% |
| 1 | Aiphone | IS-RACK | Power Supply Rack Mount Kit | \$95.00 | \$85.50 | 10% |
| 1 | Barco | R9861520NA | CSE-200 Clickshare Wireless Presentation | \$1,750.00 | \$1,575.00 | 10% |
| .1 | . C2G | 00817 | 10' shielded CAT6 Cable | \$12.99 | \$9.09 | 30% |
| .9 | Cambridge Sound | E-A-W-16-4 | 4-Pack Masking Speaker | \$76.75 | \$69.08 | 10% |
| .1 | Cambridge Sound | QT300 | 3-Zone Sound Masking Generator | \$1,700.00 | \$1,530.00 | 10% |
| 1 | . Cambridge Sound | RM-QT | Sound Generator Rack Mount Kit | \$27.00 | \$24.30 | 10% |
| 16 | 6 Chief | LTM1U | Large Format Display Wall Mount | \$303.00 | \$227.25 | 25% |
| 4 | L Chief | XSM1U | Extra Large Display Wall Mount | \$271.00 | \$203.25 | 25% |
| 1 | Crestron | AMP120070 | 200 Watt 70V Power Amplifier | \$750.00 | \$525.00 | 30% |
| 18 | 3 Crestron | CBL-HD-6 | 6' HDMI User Cable | \$50.00 | \$35.00 | 30% |
| 5 | Crestron | CBLVGAAUD6 | 6' VGA/Audio User Cable | \$40.00 | \$28.00 | 30% |
| 1 | Crestron | CEN-SW-POE5 | 5 Port PoE Netwrok Switch | \$400.00 | \$280.00 | 30% |
| 1000 | Crestron | DMCBL8GPSP | DM Plenum Cabliing | \$1.20 | \$0.84 | 30% |
| 1 | Crestron | DMPS34K150C | 10x1 AV Switcher & Control Processor | \$5,000.00 | \$3,500.00 | 30% |
| 4 | Crestron | DMRMC4K100C | DM HDMI Receiver | \$900.00 | \$630.00 | 30% |
| 5 | Crestron | DMTX201C | HDMI/VGA DM Transmitter | \$1,300.00 | \$910.00 | 30% |
| 1 | Crestron | DMTX4K302C | HDMI/DP & VGA DM Transmitter | \$2,000.00 | \$1,800.00 | 10% |
| 5 | Crestron | HD-EXT4-C | HDMI HDBaseT Extender Set | \$1,000.00 | \$700.00 | 30% |
| 3 | 3 Crestron | MP-AMP4070V | 40 W 70V Amplifier | \$550.00 | \$385.00 | 30% |
| 1 | Crestron | MP-B10-B-T | 10 Button Control Keypad | \$450.00 | \$315.00 | 30% |
| 3 | 3 Crestron | MPCM10BT | 10 Button Control Procesor/Keypad | \$1,090.00 | \$763.00 | 30% |
| 4 | Crestron | TTKMPMPCIPACBT | Control Keypad Tabletop Kit | \$100.00 | \$70.00 | 30% |
| 3 | 3 Edcor | S2M-C | Stereo to Balanced Audio Converter | \$41.85 | \$33.48 | 20% |
| 2 | ? Evoko | ERM1001 | 10" Room Scheduling Panel | \$1,599.00 | \$1,439.10 | 10% |
| 18 | 3 JBL | Control 16CT | 6.1/2" In Ceiling Speakers | \$149.50 | \$119.60 | 20% |
| 1 | Linear | 2500-2346 | Drive Thru Loop Detector | \$184.99 | \$166,49 | 10% |
| 1 | Middle Atlantic | CFR-8-16 | 8 RU Open Rack Frame for Aiphone | \$362.00 | \$253.40 | 30% |
| 1 | Middle Atlantic | CUSTOM | C5 14 RU Equipment Credenza | \$2,812.00 | \$1,968.40 | 30% |
| 1 | Middle Atlantic | EB2 | 2 RU Blank Panel | \$16.00 | \$11.20 | 30% |
| . 2 | Middle Atlantic | PD-915R-SP | 9 Outlet Rack Mount Surge | \$628.00 | \$439.60 | 30% |
| 1 | Middle Atlantic | U2V | 2RU Equipment Shelf | \$77.00 | \$53.90 | 30% |
| 2 | Middle Atlantic | UFA-8-F2 | 2 RU Component Storage Shelf | \$67.00 | \$46.90 | 30% |
| 1 | Middle Atlantic | UPS-S500R | 500VA UPS Battery Backup | \$616.00 | \$431.20 | 30% |
| 3 | Middle Atlantic | VTF1 | 1 RU Fine Preforated Rack Panel | \$19.00 | \$13.30 | 30% |
| 1 | RDL | PS-24AS | 12VDC Power Supply | \$25.99 | \$23.39 | 10% |
| 16 | S Samsung | DB55E | 55" 1080p Professional Display w/Tuner | \$1,692.00 | \$1,438.20 | 15% |
| 3 | Samsung | DM75E | 75" 1080p Professional Display | \$6,000.00 | \$5,100.00 | 15% |
| 1 | Samsung | DM82D | 82" 1080p Professional Display | \$7,231.00 | \$5,784.80 | 20% |
| 1000 | West Penn | 25225B | 16/2 Plenum Speaker Wire | \$0.30 | \$0.21 | 30% |

REQUIREMENTS FOR GENERAL SERVICES CONTRACT (See Attachment)

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Deer Park accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Deer Park shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. The City of Deer Park requires a Performance Bond and a Payment Bond from the vendor to be included as part of the final agreement.
- C. A waiver of subrogation in favor of The City of Deer Park shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- D. All insurance policies shall be endorsed to the effect that The City of Deer Park will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- E. All insurance policies, which name The City of Deer Park as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- F. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- G. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Deer Park of any material change in the insurance coverage.
- H. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- I. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- J. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Deer Park.
- K. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- L. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- M. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- N. Upon request, Contractor shall furnish The City of Deer Park with certified copies of all insurance policies.
- O. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Deer Park within ten (10) business days after contract award and prior to

starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Deer Park, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Deer Park. The certificate of insurance and endorsements shall be sent to:

City of Deer Park
City Managers Office
710 E. San Augustine
Deer Park, TX 77536

emailed to: jstokes@deerparktx.org

Faxed to: 281-476-5689

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm. Coverages Required & Limits (Figures Denote Minimums)

| • | | | | |
|---------------------------------------|---|---|-----------------------------|-------|
| _X_Workers' Compensation St | atutory limits, State of TX. | | | |
| , | 0,000 per employee per disease dent / \$500,000 by disease aggr | | per | |
| X_ Commercial General Liability: | | | | |
| | Very High/High Risk | _X Medium Risk | Low Risk Each | |
| Occurrence | \$1,000,000 | \$500,000 | \$300,000 | |
| Fire Damage | \$300,000 | \$100,000 | \$100,000 | |
| Personal & ADV Injury | \$1,000,000 | \$1,000,000 | \$600,000 | |
| General Aggregate | \$2,000,000 | \$1,000,000 | \$600,000 | |
| Products/Compl Op | \$2,000,000 | \$500,000 | \$300,000 | |
| XCU | \$2,000,000 | \$500,000 | \$300,000 | |
| | , , , , , , , , , , , , , , , , , , , | , , | + | |
| _X_ Automobile Liability: (Owne | d Non Owned Hirod and Injuni | P. Dronarty coverage for al | 11 | |
| Very High/ High Risk | | Low Risk | 1) | |
| Combined Single Limits | Combined Single Limits | - | | |
| \$1,000,000 Bodily | \$500,000 Bodily | Combined Single Limits | | |
| Garage Liability for BI & PD | 3300,000 Boully | \$300,000 Bodily | | |
| · · · · · · · · · · · · · · · · · · · | each accident for Auto, \$1,000,0 | MO each accident Non-Aut | Ġ. | |
| | General Aggregate | 300 each accident Non-Aut | O | |
| Garage Keepers Coverage (for | | | | |
| | y one unit/any loss and \$200,00 | 0 for contents | | |
| | th respect to primary Commerci | | obilo | |
| •••• | ity policies at minimum limits as | • | Obile | |
| Contract value less than \$1,0 | The first control of the control of | TOTIOWS. | | |
| | 00,000 and \$5,000,000: \$4,000, | 200 is required | | |
| | 00,000 and \$10,000,000: \$9,000 | • | | |
| | 000,000 and \$15,000,000: \$15,0 | | | |
| | 0,000: \$20,000,000 is required | oo,ooo is required | | |
| | 0,000 can be provided on "follov | ving form" tune to the und | orlying | |
| | bility coverage as determined b | | Enland | |
| | , but not limited to services for A | | pitecture | |
| | rance Broker, Legal, Medical, Su | | | |
| | tects, constructions managers, i | | | |
| | per claim/aggregate. This cove | | | |
| | | rage mast be maintained it | or at least | |
| two (2) years after the project | r is completed. s vertical construction, including | hut not limited to bridge | and tunnals | |
| | | | | ilia. |
| or property damage, bodily injury | of Sugar Land) Limit is 100% of in | | t cost basis Poliution Liab | шсу |
| | | • | 00 aach | |
| contamination of air, soil of gr | ound or as determined by the C | ity of Sugar Land) \$1,000,0 | oo eacn | |
| | | | | |

____Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

Ford Audio-Visual Systems, LLC Insurance Certificate
(See Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2017

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

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

| | rights to the certificate holder in lieu of s | uch endorsement(s). | orsement. A statement on |
|---------------------------------------|---|---|----------------------------------|
| PRODUCER | | CONTACT NAME: | |
| Willis of Oklahoma, Inc. | | PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| c/o 26 Century Blvd | | I C MAII | (A/C, No): 1-688-467-2378 |
| P.O. Box 305191 | | ADDRESS: certificates@willis.com | |
| Nashville, TN 372305191 C | JSA. | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | | INSURERA: Valley Forge Insurance Compan | y 20508 |
| INSURED Ford Audio-Video Systems, LLC | | INSURER B: National Fire Insurance Company of Ha | artford 20478 |
| 4800 West Interstate 40 | | INSURERC: Continental Insurance Company | 35289 |
| Oklahoma City, OK 731285425 | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| COVERAGES | CERTIFICATE NUMBER: W2558737 | REVISION NU | MBER: |
| | | VE BEEN ISSUED TO THE INSURED NAMED ABOY OF ANY CONTRACT OR OTHER DOCUMENT WIT | |
| CERTIFICATE MAY BE ISSUED O | | DED BY THE POLICIES DESCRIBED HEREIN IS SU | |
| INSR | ADDL SUBR | POLICY EFF POLICY EXP | |

TYPE OF INSURANCE LIMITS LTR INSD WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 1,000,000 \$ A 15,000 MED EXP (Any one person) \$ N N 6016746553 12/31/2016 12/31/2017 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$ **GENERAL AGGREGATE** POLICY X PRO-2,000,000 LOC PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 1,000,000 \$ ANY AUTO × BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED в SCHEDULED N N C 6016746522 12/31/2016 12/31/2017 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY (Per accident) \$ HMRRELLALIAR X 10,000,000 OCCUR \$ EACH OCCURRENCE С **EXCESS LIAB** N N CUE 6016746519 12/31/2016 12/31/2017 10,000,000 CLAIMS-MADE **AGGREGATE** \$ DED X RETENTION \$ 10,000 \$ WORKERS COMPENSATION × PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 1,000,000 E.L. EACH ACCIDENT \$ No N WC 6 16746536 12/31/2016 12/31/2017 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT | \$

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

Re: Ford AV Proposal #180129

| CERTIFICATE HOLDER | CANCELLATION |
|--------------------------|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| City of Deer Park | AUTHORIZED REPRESENTATIVE |
| 710 E. San Augustine St. | Pichul Sfors |
| Deer Park, TX 77536-4258 | Jujewen 100 |

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BATCH: 339623

Ford Audio-Visual Systems, LLC Completed W-9 Form (See Attached)

Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

EB 0 8 2017 Request for Taxpayer Entered Line GRAHAM A/P

on Give F eque send

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

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | Der | y passenger is the super-seculorist before the | SAN SHEW THE WAY | 61,37,61.11. | |
|--|---|--|--|---|---|-----------|
| | Ford Audio-Video Systems, LLC | W. S. Commercial Comme | A POSSIBLE IN COMPANY | | | |
| ge 2. | 2 Business name/disregarded entity name, if different from above | | | - 4, | | |
| Print or type See Specific Instructions on page | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner. ☐ Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) 4800 West I-40 Service Road 6 City, state, and ZIP code Oklahoma City, OK 73128-1208 7 List account number(s) here (optional) | | code (if a | tities, not ns on pag ayee code n from FA ny) | individu le 3): e (if any) TCA rep | ials; see |
| Par | Taxpayer Identification Number (TIN) | **** · · · · · · · · · · · · · · · · · | | | | |
| Enter backu reside entitie TIN or | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av p withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> a page 3. | or a lata | ecurity num | _ | | |
| | If the account is in more than one name, see the instructions for line 1 and the chart on page ines on whose number to enter. | 4 for Employe | er identificat | on numb | 8 3 | 7 |
| Par | II Certification | ··· | | <u> </u> | <u> </u> | |
| l lada | populities of populity I populity that | | | | | |

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | ·o o page o. | | | |
|--------------|-------------------------------|---------|-------|------------|
| Sign Here | Signature of U.S. person ► | Chair O | Date▶ | 09/08/2015 |

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Ford Audio-Visual Systems, LLC Technical Specifications
(See Attached)

CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD DEER PARK, TX

AV SYSTEMS

DRAWING SCHEDULE:

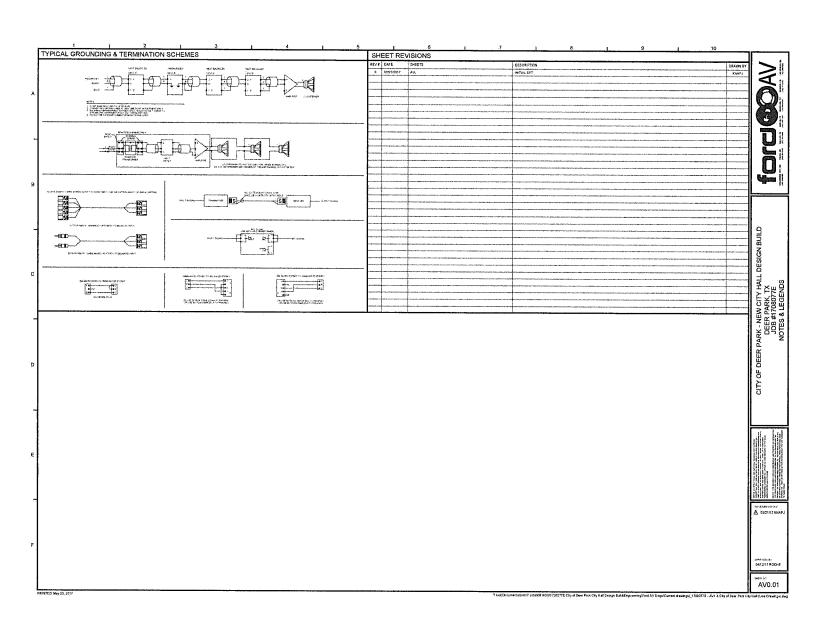
AV0.00 TITLE SHEET NOTES & LEGENDS
CABLE & CONNECTOR LEGENDS AV0 01 AV0.02 COUNCIL CHAMBER VIDEO LINE DIAGRAM
COUNCIL CHAMBER VIDEO WALL & RACK ELEVATION
COUNCIL CHAMBER VIDEO WALL & RACK ELEVATION
COUNCIL CHAMBER AUDIO & TOUCH PANEL LINE DIAGRAM
CONFERENCE ROOMS A101 & A108 LINE DIAGRAMS
CONFERENCE ROOMS A212, A126, & A247 LINE DIAGRAMS
OFFICES, SOUND MASKING, & DRIVE-THRU LINE DIAGRAMS AV1.00 AV1.01 AV1.03 AV1.04 AV1.05 AV5.00 COUNCIL CHAMBERS VIDEO WALL ELEVATION AV5.01 **DISPLAY ELEVATIONS** AV7.00 CONDUIT RISER - OFFICE LOCATIONS AV7.01 CONDUIT RISER - CONF. ROOMS & COUNCIL CHAMBERS AV7.02 CONDUIT RISER - MISC. LOCATIONS AV8.0.1 LVL 1 FLOOR PLAN (OVERALL)
AV8.0.2 LVL 2 FLOOR PLAN (OVERALL)
AV8.01 COUNCIL CHAMBER DETAIL VIEW
AV8.02 OFFICE FLOOR PLAN DETAILS (1/2)
AV8.03 OFFICE FLOOR PLAN DETAILS (2/2)
AV8.04 CONFERENCE ROOM FLOOR PLAN DETAILS
AV8.05 MISC. ELOOR PLAN DETAILS (1/2) AV8.05 AV8.06 MISC. FLOOR PLAN DETAILS (1/2) MISC. FLOOR PLAN DETAILS (2/2)

ford@QAV

CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK, TX
JOB #170807/E
TITLE SHEET

OSZETY KNAPI

AVO.00



MASTER ÉIST - STANDARD WIRE TYPES
SHIFLDED, JACKÉT GAUGE NOVE PLENUM PLENUM NOTES TYPE CABLE PART NUMBER | NUMBER OF CONTUCTORS NON- PLENUM NOTES AT BELDEN 9451P

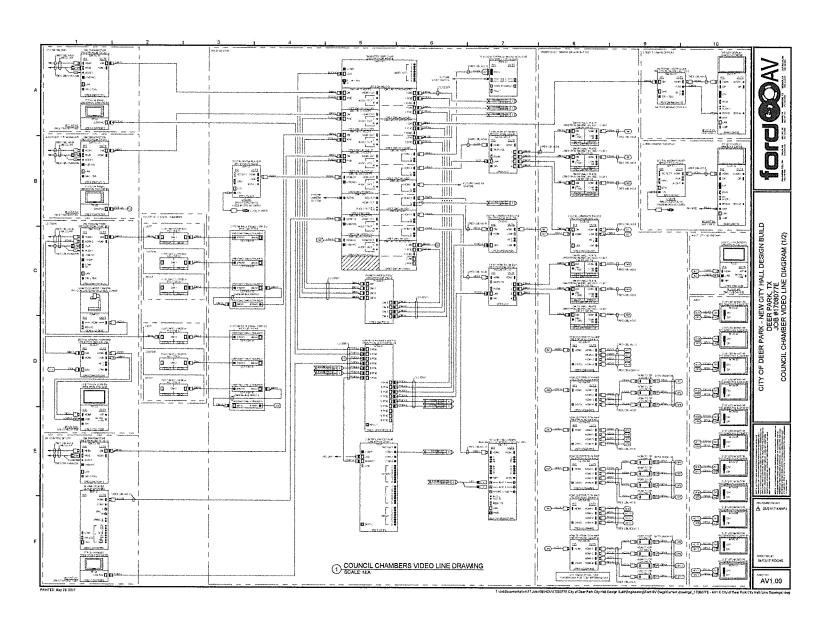
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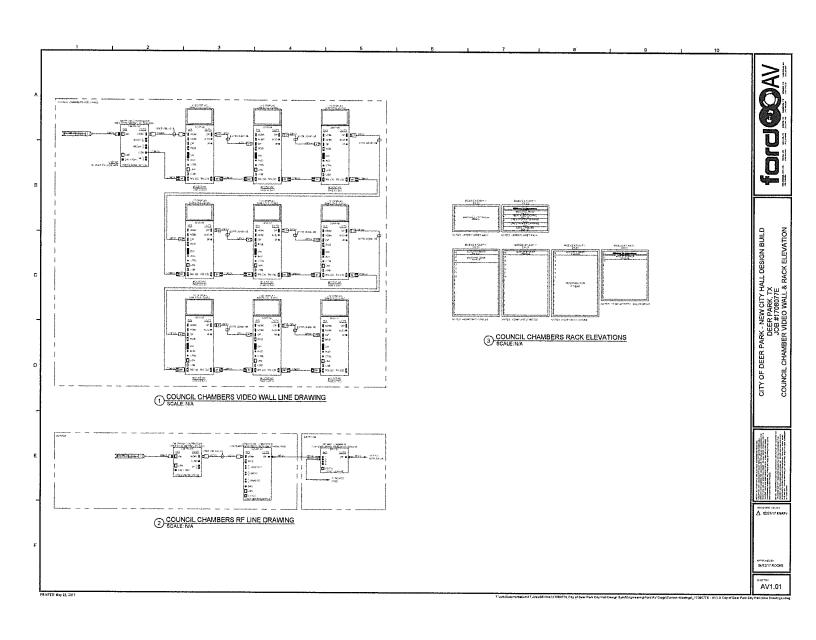
AS WULST PENN 20 A COLORS, GRAY, BLACK, BROWN & RISHTE 3 DOLORS, GRAY, BLACK, BROWN & WHITE 2 COLORS, GRAY BLACK, BROWN & WHITE 2 COLORS, GRAY OF BLACK 2 DOLORS, GRAY OF BLACK 1 COLORS GRAY YES 15 AVKG YES 14 AVKG YES 12 AVKG YES 27 AVKG YES 24 AWG CAT-8 9 COLORS CAT-6 18 COLORS CAT-6 BLACK CAT-6 BLACK M1 BELDEN 1508A 11 YES YES DAWG NI BELDEN ISBAA N2 BELDEN ISBAA SOSSWEASTRAN CARE PI BLIDEN SSIS P2 BELDEN SSIS P3 WEST PENN SSID P4 WEST PENN SSID GRE-FILLED FOR WET ENVIRONMENTS 715 715 13 AWK 715 715 13 AWK 715 715 12 AWG 715 715 12 AWG 716 12 AWG CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK TX
JOB #178077E
CABLE & CONNECTOR LEGEND STANDARD CABLE TYPES MASTER LIST - STANDARD CONNECTOR TYPES CONNECTOR PART NUMBER DESCRIPTION CABLE PLUG CHARSIS JAC ION YCARLE PLUG ONLYS CABLE PLUG CHARTIS JA CONNECTOR PART NUMBER DESCRIPTION (CABLE PLUG CHLY) CABLE PLUG CHASSIS A AMORE COMMERCIANS

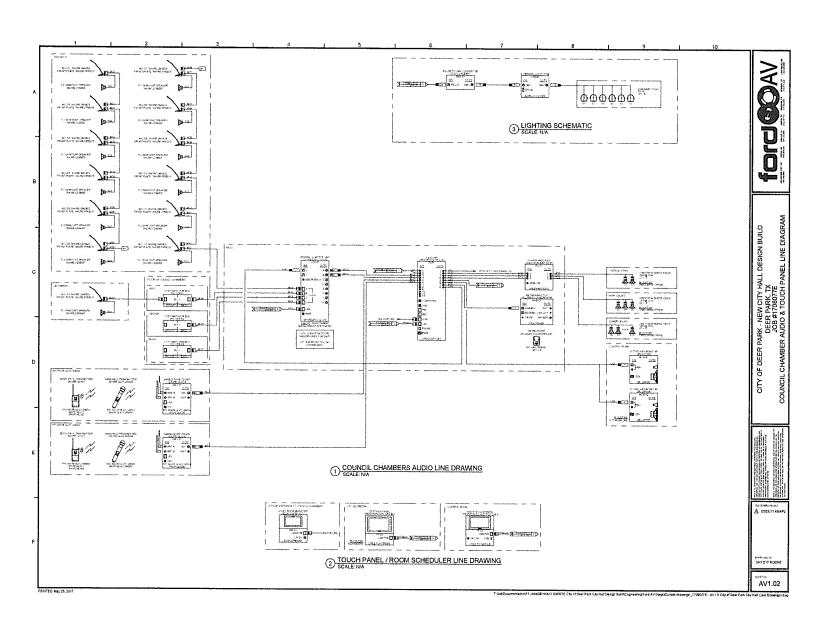
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CANARY F-59 RCA PLUD, LONG HANGE COLD FLATED
CANARY F-59 RCA PLUD, LONG HANGE COLD FLATED A CONTROL (BUSIN -036 MALE I NORTH AND SOCIAL STREET OF STATE AND SOCIAL STATE AND SOCI . MAINTERS CARLE PLUG, STERREG MAINTERS FED. THEU, CHASSIS MOUNT MAINTERS CARLE JACK (FEMALE) 2 COND TS INLINE PLUS, MONO 0 • 2 COOL TO MAKE FAILS 1999

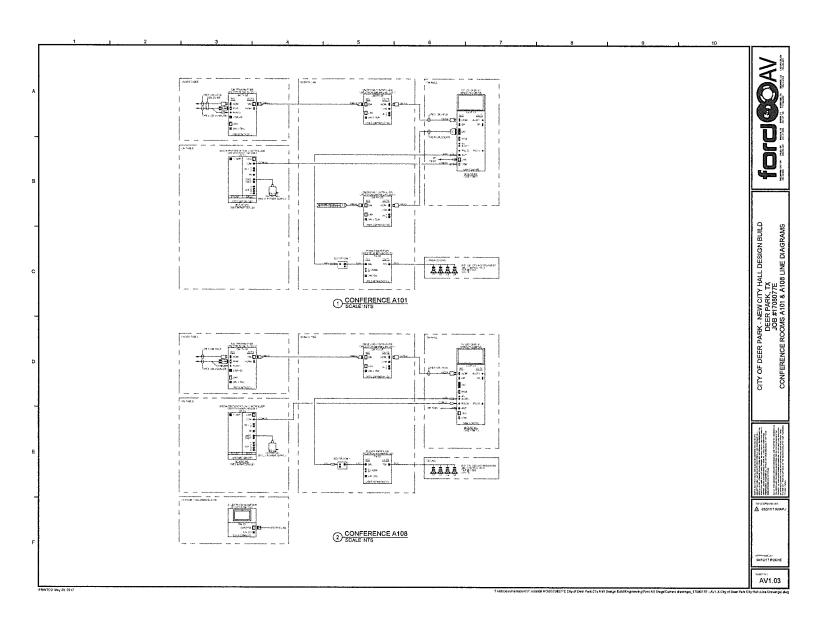
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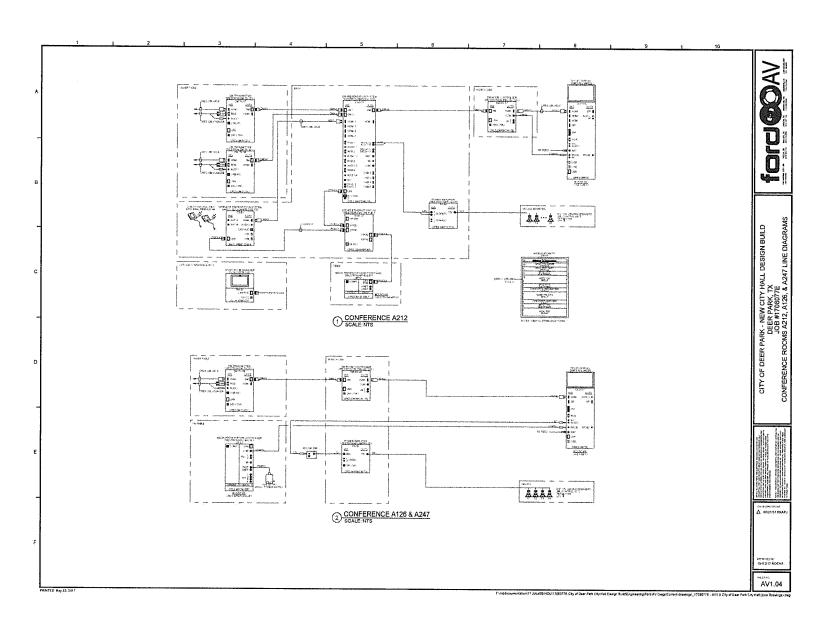
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JOSEPH STANDARD STAN EDCOR SZM-E EXTRON 60-804-01 2 STANDARD CONNECTOR TYPES SCALE NTS APPNOSY SAI 217 ROCHE AV0.02

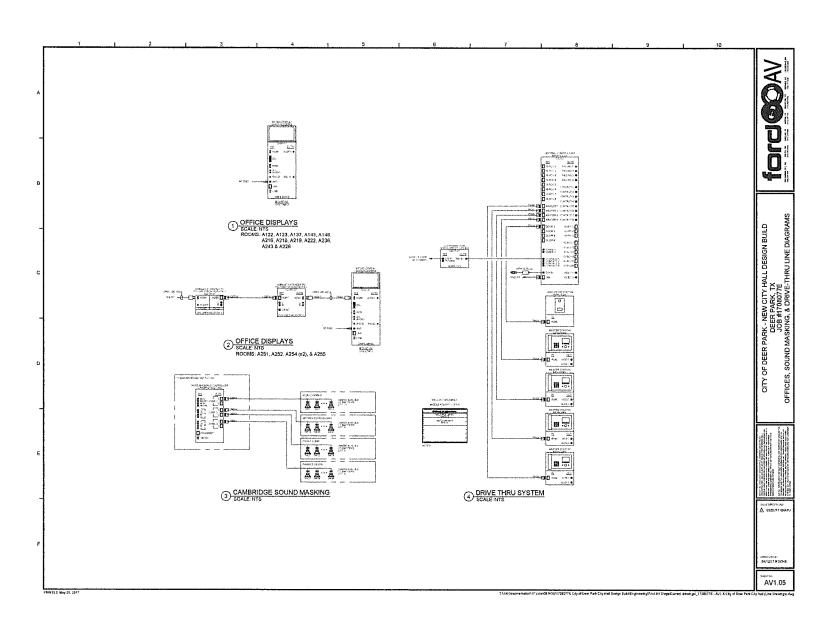


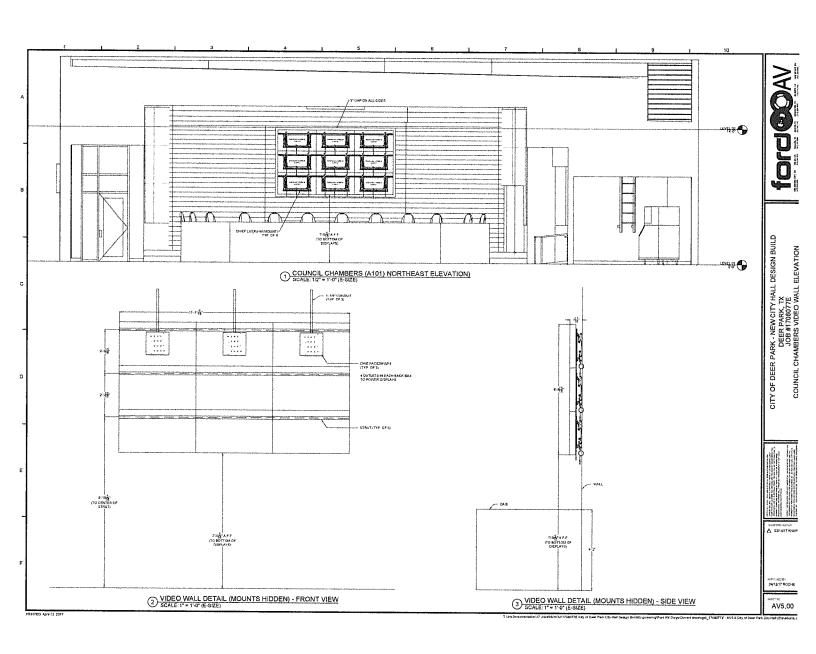


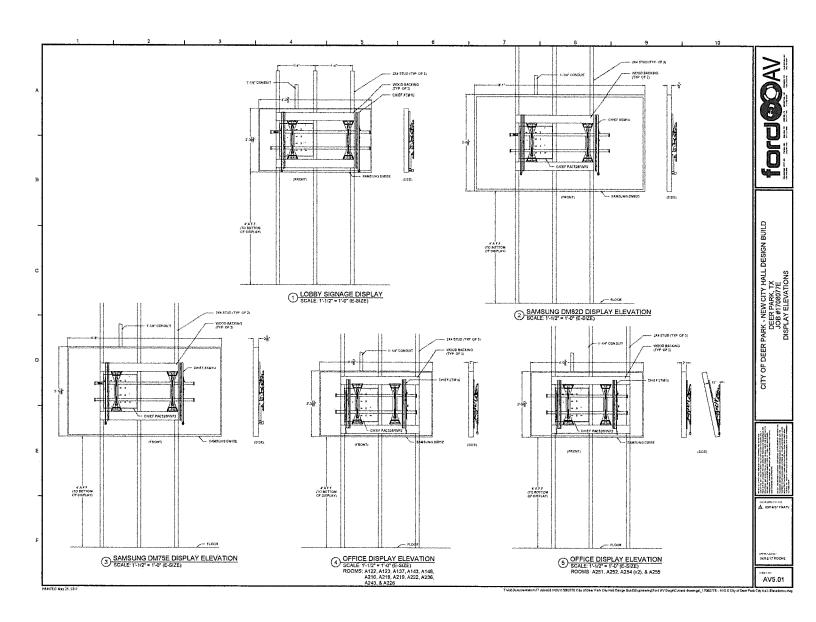


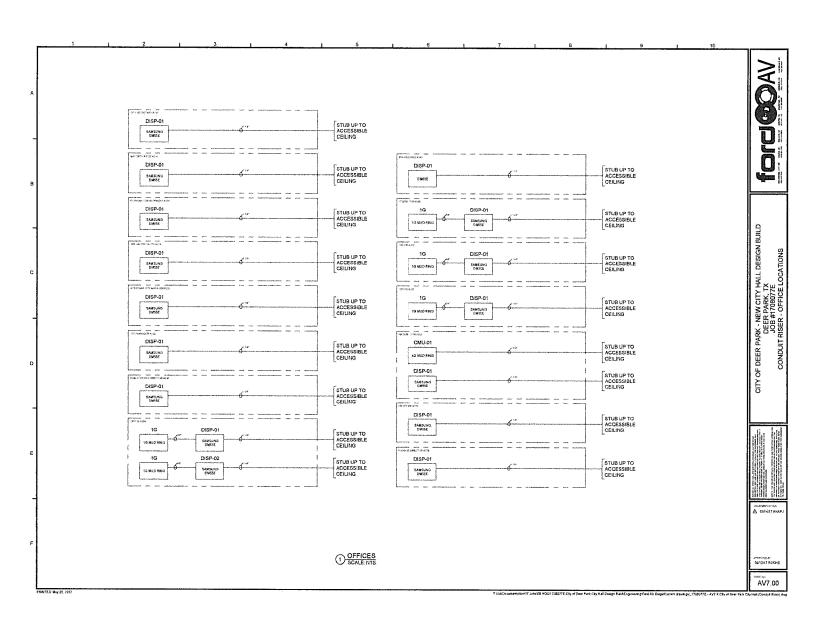


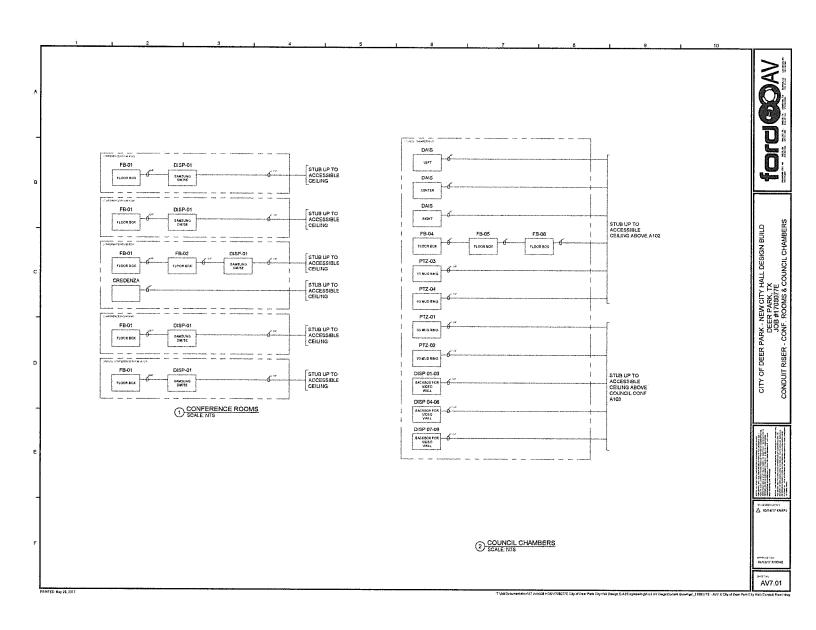


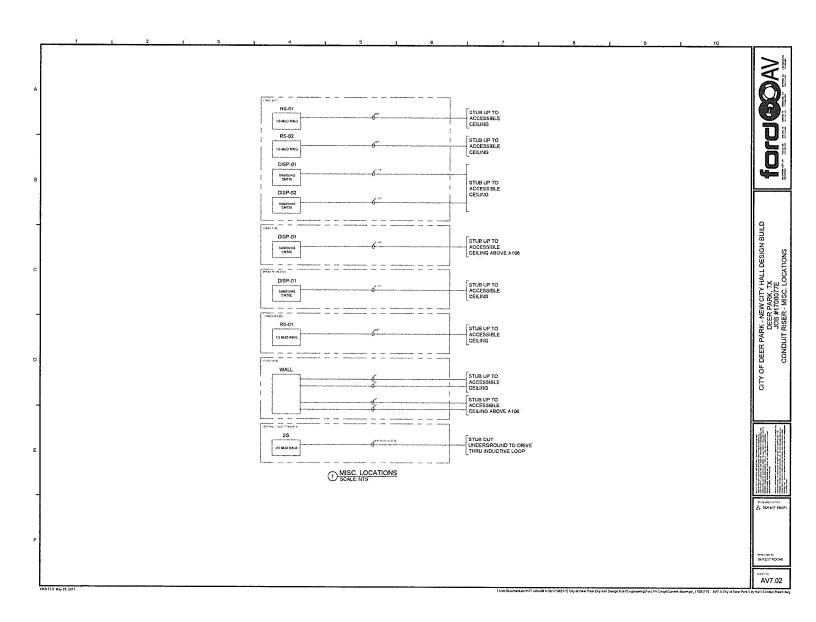


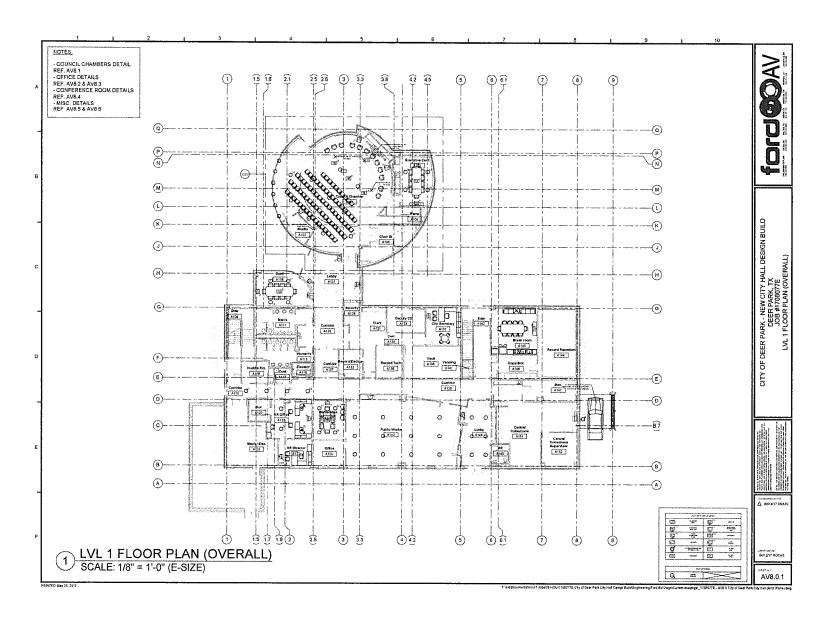


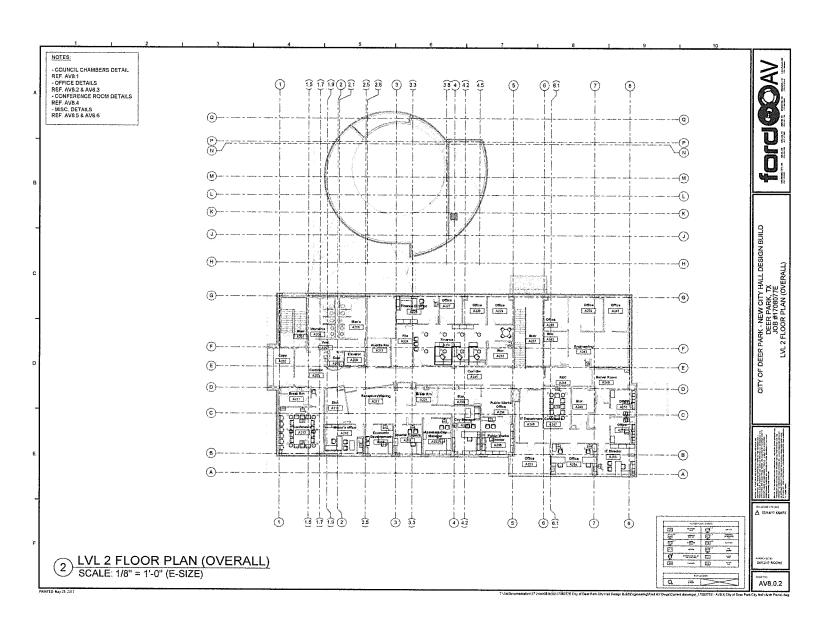


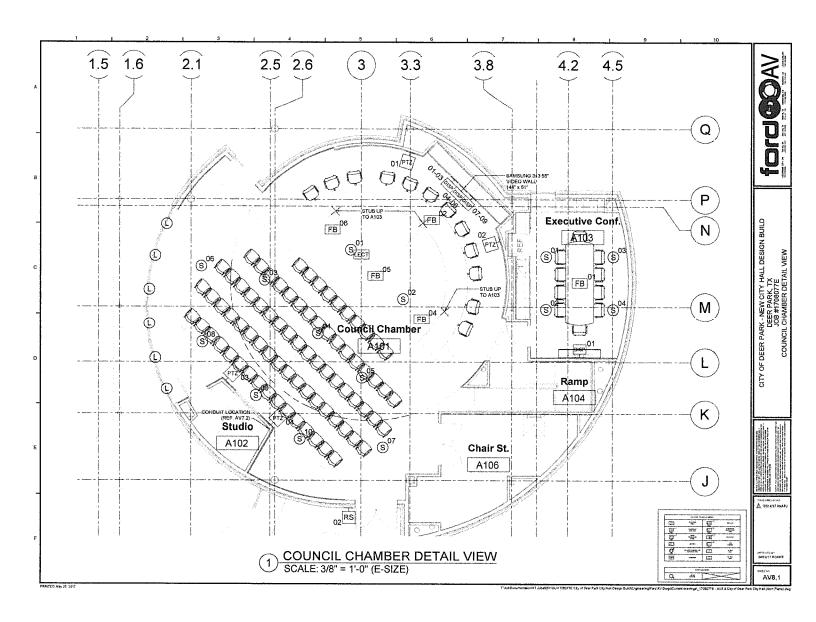


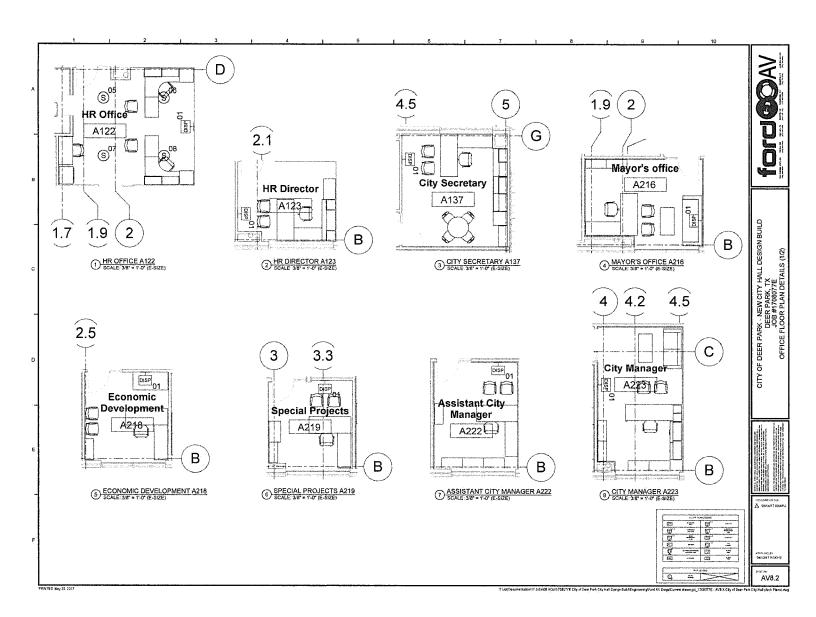


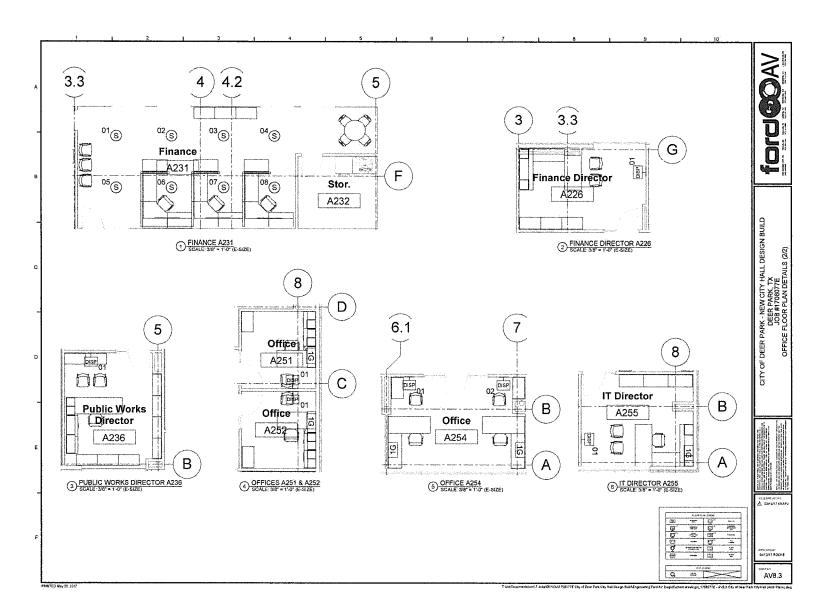


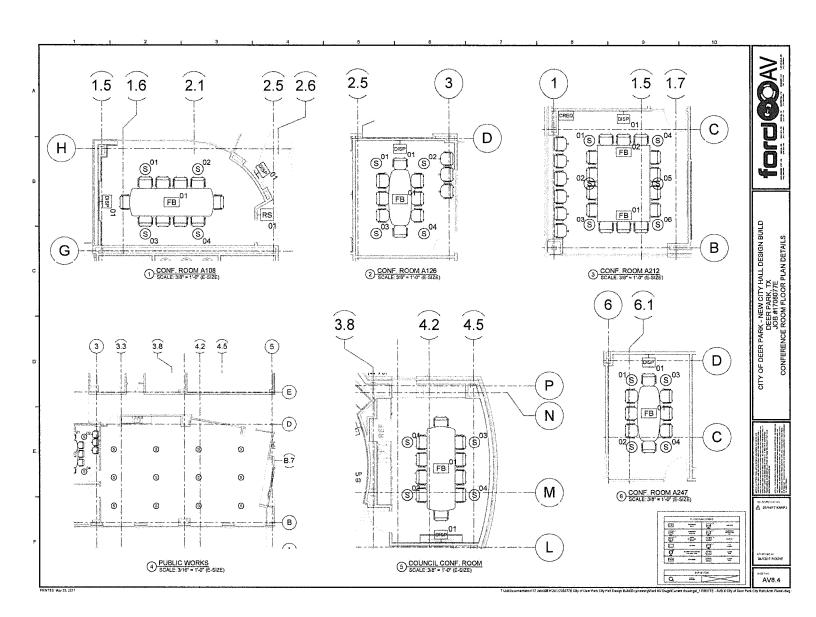


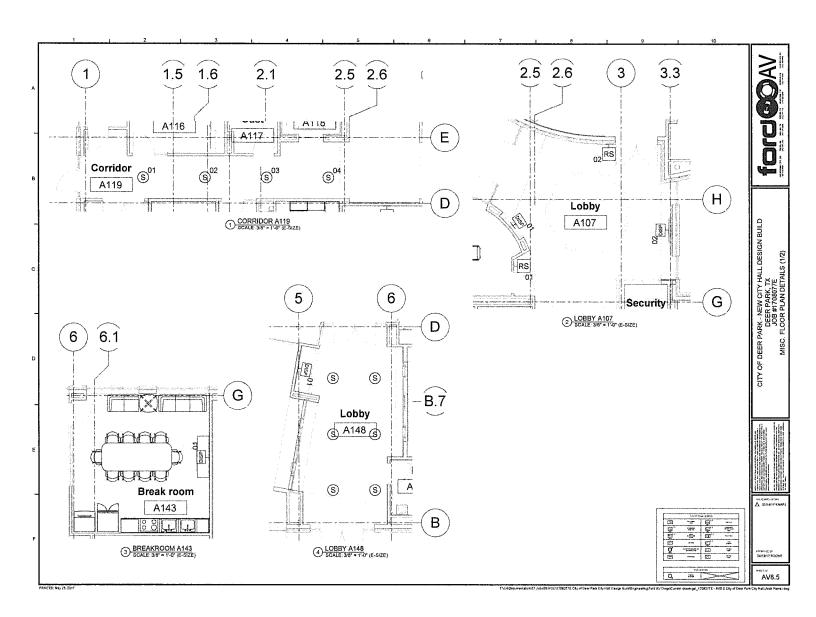


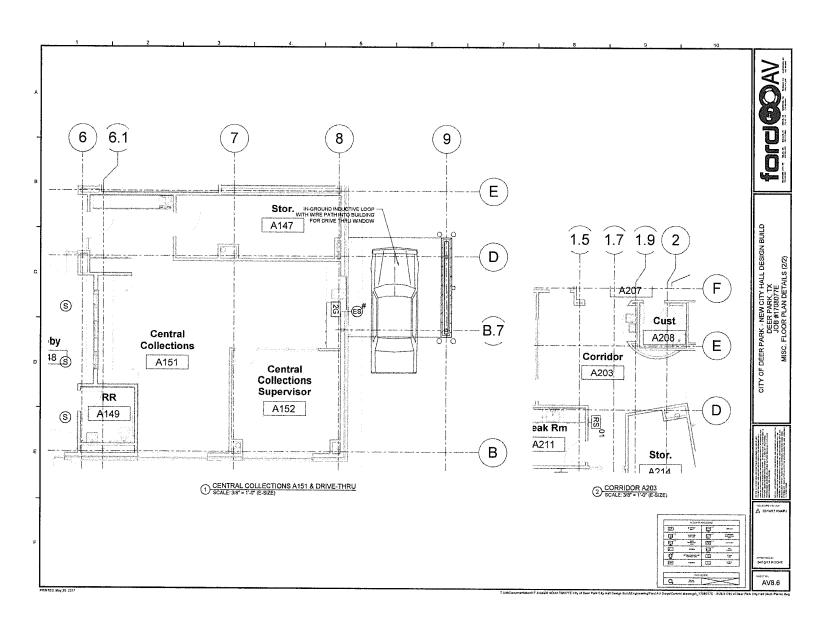












90-105-4902

| Date | Description | Amount | Balance |
|-----------|---|--------------|--------------|
| | Base Amount | \$150,123.34 | \$150,123.34 |
| | PM Agreement | \$2,490.00 | \$152,613.34 |
| | Extend Warranty | \$17,089.40 | \$169,702.74 |
| 9/14/2019 | Payment | -\$57,983.42 | \$111,719.32 |
| 5/30/2018 | Payment | -\$84,851.37 | \$26,867.95 |
| 3/8/2019 | Payment | -\$26,245.86 | \$622.09 |
| 6/18/2019 | Payment | -\$4,777.00 | -\$4,154.91 |
| | Change Order 1 (Ford CO #CCO03) | \$2,041.60 | -\$2,113.31 |
| | Change Order 2 (Ford CO #CCO08) | \$2,524.00 | \$410.69 |
| | Change Order 3 (Ford CO #CCO09) | \$9,726.00 | \$10,136.69 |
| | Change Order 4 (Ford CO #CCO12) (Cables & Mounts) | -\$3,414.00 | \$6,722.69 |
| | Change Order 7 (Ford CO #CCO13) (Drive-Thru Intercom) | -\$4,280.69 | \$2,442.00 |
| | Change Order 8 (TV Mounts) | -\$2,442.00 | \$0.00 |



CUSTOMER CHANGE ORDER

PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129D CUSTOMER: CDTXDEE TODAY'S DATE: 10/14/17

JOB NUMBER: 1708336 CHANGE ORDER NUMBER: **000**1

AGREEMENT DATE: 06/27/17

PRICE

EXTENSION

SCOPE OF WORK

LINE NO

The Agreement Scope of Work shall be changed as follows:

Ford AV shall not provide Two (2) Samsung 75" displays, nor one (1) Samsung 82" display as specified. Ford AV shall provide Two (2) 65" 4K interactive displays and one (1) 75" display. Ford AV shall provide and install one (1) additional 8" room scheduler.

DESCRIPTION

The Agreement Equipment List shall be changed as follows:

ITEM NO

| 1 | 1 | EVOK.ERM1001 | DATA,ROOM MGR, LED, 8" | | EA | 1,439.10 | | 1,439.10 |
|------------------|--------------|---------------------------|----------------------------------|------------|-----------|-----------------|----|-------------|
| 2 | -2 | SAMS.DM75E | 75" LED, LCD DISPLAY | | EA | 5,100.00 | | (10,200.00) |
| 3 | 1 | NEWL.TT-7516UB | TRUTOUCH 750 4K MULTI-TOUCI | H DISPLAY | EA | 6,299.10 | | 6,299.10 |
| 4 | -1 | SAMS.DM82D | 82", 1080P 24/7, 500NIT Display | | EA | 5,784.80 | | (5,784.80) |
| 5 | | | | | | | | - |
| 6 | 2 | NEWL.TT-6516UB | TRUTOUCH 650 4K MULTI-TOUCI | H DISPLAY | EA | 4,949.10 | | 9,898.20 |
| 7 | | | | | | 0.00 | | 0.00 |
| 8 | | | | | | 0.00 | | 0.00 |
| 9 | | | | | | 0.00 | | 0.00 |
| 10 | | | | | | 0.00 | | 0.00 |
| | | | | | Merchar | ndise Sub-Total | \$ | 1,651.60 |
| | | | | | | Labor | | 390.00 |
| | | | | | | Freight | | 0.00 |
| | | | | | | Sales Tax | - | 0.00 |
| | | | | | Chanc | e Order Total | \$ | 2,041.60 |
| | | | | | | | | 169,702.74 |
| | | | | | | | \$ | - |
| The revised Agre | eement sun | n prior to this Change Or | der | | | | \$ | 169,702.74 |
| | | | | | | | | |
| The Agreement | sum shall (i | increase/decrease) by th | is Change Order in the amount of | | | | \$ | 2,041.60 |
| The new Agreen | ment sum in | cluding this Change Ord | er is | | | | \$ | 171,744.34 |
| | | | | | | | | |
| The Agreement | time will be | (increased/decreased/u | nchanged) by | | 0 days. | | | |
| The date of Sub | stantial Cor | mpletion as of the date o | f this Change Order is | | 0 days. | | | |
| | | | | | • | | | |
| FORD AUDIO | O-VIDEC | SYSTEMS, LLC | | CUSTOMER | | | | |
| | | | | | | | | |
| Λ | | | | 0 | \.' | | | |
| Account Man | iager | | | Customer S | oignature | | | |
| | | | | | | | | |
| Division Man | nager | | | Print Name | and Title | | | |
| | | | | - | | | | |
| Date | | | | Date | | | | |
| | | | | | | | | |



CUSTOMER CHANGE ORDER

PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129i CUSTOMER: CDTXDEE

LINE NO QTY

TODAY'S DATE: **05/07/18**JOB NUMBER: 1708336
CHANGE ORDER NUMBER: **0002**

AGREEMENT DATE: 06/27/17

UOM PRICE EXTENSION

SCOPE OF WORK

The Agreement Scope of Work shall be changed as follows:

Ford AV shall supply and installe Data Connection cables to five (5) drop locations in the new City Hall building, terminating the cable on each end of the pull.

DESCRIPTION

The Agreement Equipment List shall be changed as follows:

ITEM NO

| ٠. | 11 - 11 - 11 - 11 | DEGOTAL TIO | 14 | OOW | FRICE | EVIENS | |
|---|---|------------------------------|---|--|--|--|--|
| 3,000 | | WIRE, 4PR, 24AWG, CAT 6, CMP | | FT | 0.36 | 1,0 | 080.00 |
| 1 | FAV.MISC7 | WALLPLATES&CONNECTORS | | LOT | 220.00 | 2 | 220.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | | 0.00 | | 0.00 |
| | | | | Merchan | dise Sub-Total | \$ 1,3 | 300.00 |
| | | | | | Labor | 1,2 | 224.00 |
| | | | | | Freight | | 0.00 |
| | | | | | Sales Tax | | 0.00 |
| | | | | Chang | e Order Total | \$ 2,5 | 524.00 |
| vious Cha ment sum im shall (i nt sum in ne will be antial Con | ange Orders | Order | C | days. | | \$ 2,0 \$ 171,7 \$ 2,5 | 702.74 041.60 744.34 524.00 268.34 |
| ger | | | Customer Sig | gnature | | | |
| ger | | | Print Name a | nd Title | | | |
| | | | | | | | |
| ֡֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜ | ment sun vious Cha ment sun im shall (i nt sum in ne will be antial Con | ment sum was | ment sum was vious Change Orders ment sum prior to this Change Order in the amount of nt sum including this Change Order is me will be (increased/decreased/unchanged) by | ment sum was vious Change Orders ment sum prior to this Change Order in the amount of nt sum including this Change Order is me will be (increased/decreased/unchanged) by me will be (increased/decreased/unchanged) by antial Completion as of the date of this Change Order is VIDEO SYSTEMS, LLC Customer Sig | 3,000 WEST.254246 WIRE, 4PR, 24AWG, CAT 6, CMP FT 1 FAV.MISC7 WALLPLATES&CONNECTORS LOT Merchan Change ment sum was vious Change Orders ment sum prior to this Change Order ms shall (increase/decrease) by this Change Order in the amount of nt sum including this Change Order is mewill be (increased/decreased/unchanged) by | 3,000 WEST.254246 WIRE, 4PR, 24AWG, CAT 6, CMP FT 0.36 1 FAV.MISC7 WALLPLATES&CONNECTORS LOT 220.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 3,000 WEST.254246 WIRE, 4PR, 24AWG, CAT 6, CMP |



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PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129 J CUSTOMER: CDTXDEE

TODAY'S DATE: 05/16/18 JOB NUMBER: 1708336

CHANGE ORDER NUMBER: 0003

AGREEMENT DATE: 06/27/17

PRICE

1,677.00

53.00

105.00

EXTENSION

5,031.00

106.00

210.00

SCOPE OF WORK

LINE NO

3

The Agreement Scope of Work shall be changed as follows:

The Agreement Equipment List shall be changed as follows:

ITEM NO

SAMS.DM55E

CHIE.CMA110

CHIE.CMS018024

| 3 | 2 | CHIE.CMS018024 | MOUNT, ADJUSTABLE PIP 18" TO | 24" | EA | 105.00 | | 210.00 |
|--------------------|------------|-------------------------|------------------------------------|------------------|------------|----------------|--|---|
| 4 | 2 | CHIE.LCM1U | SINGLE CEILING MOUNT, LARGE | BLACK | EA | 287.00 | | 574.00 |
| 5 | 2 | CHIE.TS525TU | MOUNT, THIN SWING ARM | | EA | 436.00 | | 872.00 |
| 6 | 1 | FAV.MISC55 | MOUNTING HARDWARE | | LOT | 170.00 | | 170.00 |
| 7 | | | | | | 0.00 | | 0.00 |
| 8 | | | | | | 0.00 | | 0.00 |
| 9 | | | | | | 0.00 | | 0.00 |
| 10 | | | | | | 0.00 | | 0.00 |
| | | | | | Merchano | dise Sub-Total | \$ | 6,963.00 |
| | | | | | | Labor | | 2,763.00 |
| | | | | | | Freight | | 0.00 |
| | | | | | | Sales Tax | April 100 miles (100 m | 0.00 |
| | | | | | Chang | e Order Total | \$ | 9,726.00 |
| | | | | | | | | |
| The original Agree | ement su | m was | | | | | | 169,702.74 |
| Net change by pre | evious Ch | nange Orders | | | | | \$ | 4,565.60 |
| | | | Order | | | , | \$ | 174,268.34 |
| • | | | | | | | * | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| The Agreement s | um shall | (increase/decrease) by | this Change Order in the amount of | | | | \$ | 9,726.00 |
| | | | rder is | | | , | \$ | 183,994.34 |
| | | 0 | | | | | • | |
| The Agreement ti | me will be | e (increased/decreased/ | /unchanged) by | 0 day | ' S | | | |
| | | | of this Change Order is | 0 day | | | | |
| | | | or time origings or too form | o day | 0. | | | |
| FORD AUDIO | -VIDEC | SYSTEMS, LLC | | CUSTOMER | | | - | |
| ONDAODIO | VIDE 0 | O TO TEINIO, ELO | | COSTONIER | | | | |
| (2) | 111 | M | | | | | | |
| bug | 2/40 | | | | | | | |
| Account Mana | ager | | | Customer Signat | ure | | | |
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| | | | | | | | | |
| Division Mana | ger | | | Print Name and | Title | | | |
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| | | | | | | | | |
| Data | | | | D -1- | | | | |
| Date | | | | Date | | | | |
| | | | | | | | | |

DESCRIPTION

DISPLAY MONITOR, 55" LED 1920X1080

MOUNT, ADJUSTABLE PIP 18" TO 24"

ACCE,PLATE,CEILING

90-105-4902

| Date | Description | Amount | Balance |
|-----------|---|--------------|--------------|
| | Base Amount | \$150,123.34 | \$150,123.34 |
| | PM Agreement | \$2,490.00 | \$152,613.34 |
| | Extend Warranty | \$17,089.40 | \$169,702.74 |
| 9/14/2019 | Payment | -\$57,983.42 | \$111,719.32 |
| 5/30/2018 | Payment | -\$84,851.37 | \$26,867.95 |
| 3/8/2019 | Payment | -\$26,245.86 | \$622.09 |
| 6/18/2019 | Payment | -\$4,777.00 | -\$4,154.91 |
| | Change Order 1 (Ford CO #CCO03) | \$2,041.60 | -\$2,113.31 |
| | Change Order 2 (Ford CO #CCO08) | \$2,524.00 | \$410.69 |
| | Change Order 3 (Ford CO #CCO09) | \$9,726.00 | \$10,136.69 |
| | Change Order 4 (Ford CO #CCO12) (Cables & Mounts) | -\$3,414.00 | \$6,722.69 |
| | Change Order 7 (Ford CO #CCO13) (Drive-Thru Intercom) | -\$4,280.69 | \$2,442.00 |
| | Change Order 8 (TV Mounts) | -\$2,442.00 | \$0.00 |



PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129D CUSTOMER: CDTXDEE TODAY'S DATE: 10/14/17

JOB NUMBER: 1708336 CHANGE ORDER NUMBER: **000**1

AGREEMENT DATE: 06/27/17

PRICE

EXTENSION

SCOPE OF WORK

LINE NO

The Agreement Scope of Work shall be changed as follows:

Ford AV shall not provide Two (2) Samsung 75" displays, nor one (1) Samsung 82" display as specified. Ford AV shall provide Two (2) 65" 4K interactive displays and one (1) 75" display. Ford AV shall provide and install one (1) additional 8" room scheduler.

DESCRIPTION

The Agreement Equipment List shall be changed as follows:

ITEM NO

| 1 | 1 | EVOK.ERM1001 | DATA,ROOM MGR, LED, 8" | | EA | 1,439.10 | | 1,439.10 |
|------------------|--------------|---------------------------|----------------------------------|------------|-----------|-----------------|-------------|-------------|
| 2 | -2 | SAMS.DM75E | 75" LED, LCD DISPLAY | | EA | 5,100.00 | | (10,200.00) |
| 3 | 1 | NEWL.TT-7516UB | TRUTOUCH 750 4K MULTI-TOUC | H DISPLAY | EA | 6,299.10 | | 6,299.10 |
| 4 | -1 | SAMS.DM82D | 82", 1080P 24/7, 500NIT Display | | EA | 5,784.80 | | (5,784.80) |
| 5 | | | | | | | | - |
| 6 | 2 | NEWL.TT-6516UB | TRUTOUCH 650 4K MULTI-TOUCI | H DISPLAY | EA | 4,949.10 | | 9,898.20 |
| 7 | | | | | | 0.00 | | 0.00 |
| 8 | | | | | | 0.00 | | 0.00 |
| 9 | | | | | | 0.00 | | 0.00 |
| 10 | | | | | | 0.00 | | 0.00 |
| | | | | | Merchar | ndise Sub-Total | \$ | 1,651.60 |
| | | | | | | Labor | | 390.00 |
| | | | | | | Freight | | 0.00 |
| | | | | | | Sales Tax | ACCORDING 1 | 0.00 |
| | | | | | Chanc | e Order Total | \$ | 2,041.60 |
| | | | | | | | | 169,702.74 |
| Net change by p | revious Ch | ange Orders | | | | | \$ | - |
| The revised Agre | eement sun | n prior to this Change Or | der | | | | \$ | 169,702.74 |
| | | | | | | | | |
| The Agreement | sum shall (i | increase/decrease) by th | is Change Order in the amount of | | | | \$ | 2,041.60 |
| The new Agreen | ment sum in | cluding this Change Ord | er is | | | | \$ | 171,744.34 |
| | | | | | | | | |
| The Agreement | time will be | (increased/decreased/u | nchanged) by | | 0 days. | | | |
| The date of Sub | stantial Cor | mpletion as of the date o | f this Change Order is | | 0 days. | | | |
| | | | · | | , | | | |
| FORD AUDIO | O-VIDEO | SYSTEMS, LLC | | CUSTOME | R | | | |
| | | | | 300101112 | • • | | | |
| A | | | | | | | | |
| Account Man | nager | | | Customer S | Signature | | | |
| | | | | | | | | |
| Division Man | nager | | | Print Name | and Title | | | |
| | - | | | | | | | |
| Date | | | | Date | | | | |
| | | | | | | | | |



PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129i CUSTOMER: CDTXDEE

LINE NO QTY

TODAY'S DATE: **05/07/18**JOB NUMBER: 1708336
CHANGE ORDER NUMBER: **0002**

AGREEMENT DATE: 06/27/17

UOM PRICE EXTENSION

SCOPE OF WORK

The Agreement Scope of Work shall be changed as follows:

Ford AV shall supply and installe Data Connection cables to five (5) drop locations in the new City Hall building, terminating the cable on each end of the pull.

DESCRIPTION

The Agreement Equipment List shall be changed as follows:

ITEM NO

| | _ ~ | 11.500.140 | DEGOTAL TIO | 14 | COM | FRICE | | I ENSION |
|-------------------|-------------|---------------------------|--------------------------------------|---------------|--|---------------|----|------------|
| 1 | 3,000 | WEST.254246 | WIRE, 4PR, 24AWG, CAT 6, CMP | | FT | 0.36 | | 1,080.00 |
| 2 | 1 | FAV.MISC7 | WALLPLATES&CONNECTORS | | LOT | 220.00 | | 220.00 |
| 3 | | | | | | 0.00 | | 0.00 |
| 4 | | | | | | 0.00 | | 0.00 |
| 5 | | | | | | 0.00 | | 0.00 |
| 6 | | | | | | 0.00 | | 0.00 |
| 7 | | | | | | 0.00 | | 0.00 |
| 8 | | | | | | 0.00 | | 0.00 |
| 9 | | | | | | 0.00 | | 0.00 |
| 10 | | | | | Marine Ma | 0.00 | | 0.00 |
| | | | | | Merchano | ise Sub-Total | \$ | 1,300.00 |
| | | | | | | Labor | | 1,224.00 |
| | | | | | | Freight | | 0.00 |
| | | | | | | Sales Tax | | 0.00 |
| | | | | | Chang | e Order Total | \$ | 2,524.00 |
| The original Agre | ement sun | n was | | | | | | 169,702.74 |
| | | | | | | | \$ | 2,041.60 |
| | | | Order | | | | * | 171,744,34 |
| The review 7 igre | ornorn our | i pilor to tillo oridingo | 01401 | | | | Ψ | 171,744.04 |
| The Agreement s | um shall (i | ncrease/decrease) by | y this Change Order in the amount of | | | | \$ | 2,524.00 |
| The new Agreem | ent sum in | cluding this Change | Order is | | | | \$ | 174,268.34 |
| The Assessment 6 | | /: | d/oralescent d) for | | 1 | | | |
| | | | d/unchanged) by | | days. | | | |
| The date of Subs | tantial Cor | npietion as of the dat | e of this Change Order is | Ü (| days. | | | |
| FORD AUDIC | -VIDEO | SYSTEMS, LLC | | CUSTOMER | | | | |
| TOND AGDIC | VIDEO | 0.0.12mo, 220 | | OGO TOMEN | | | | |
| Account Mana | nar | | | Customer Sigr | nature | | | |
| 7 COOUTH WIATE | agei | | | Customer digi | lature | | | |
| D: : : 84 | | | | D: (N | 1 7 11 | | | |
| Division Mana | iger | | | Print Name an | d litle | | | |
| | | | | | | | | |
| Date | | | | Date | | | | |
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PROJECT: City of Deer Park, Council Chambers

QUOTE: DH80129 J CUSTOMER: CDTXDEE

TODAY'S DATE: 05/16/18 JOB NUMBER: 1708336

CHANGE ORDER NUMBER: 0003

AGREEMENT DATE: 06/27/17

PRICE

1,677.00

53.00

105.00

EXTENSION

5,031.00

106.00

210.00

SCOPE OF WORK

LINE NO

3

The Agreement Scope of Work shall be changed as follows:

The Agreement Equipment List shall be changed as follows:

ITEM NO

SAMS.DM55E

CHIE.CMA110

CHIE.CMS018024

| 3 | 2 | CHIE.CMS018024 | MOUNT, ADJUSTABLE PIP 18" TO | 24" | EA | 105.00 | | 210.00 |
|--------------------|------------|-------------------------|------------------------------------|------------------|------------|----------------|--|---|
| 4 | 2 | CHIE.LCM1U | SINGLE CEILING MOUNT, LARGE | BLACK | EA | 287.00 | | 574.00 |
| 5 | 2 | CHIE.TS525TU | MOUNT, THIN SWING ARM | | EA | 436.00 | | 872.00 |
| 6 | 1 | FAV.MISC55 | MOUNTING HARDWARE | | LOT | 170.00 | | 170.00 |
| 7 | | | | | | 0.00 | | 0.00 |
| 8 | | | | | | 0.00 | | 0.00 |
| 9 | | | | | | 0.00 | | 0.00 |
| 10 | | | | | | 0.00 | | 0.00 |
| | | | | | Merchano | dise Sub-Total | \$ | 6,963.00 |
| | | | | | | Labor | | 2,763.00 |
| | | | | | | Freight | | 0.00 |
| | | | | | | Sales Tax | April 100 miles (100 m | 0.00 |
| | | | | | Chang | e Order Total | \$ | 9,726.00 |
| | | | | | | | | |
| The original Agree | ement su | m was | | | | | | 169,702.74 |
| Net change by pre | evious Ch | nange Orders | | | | | \$ | 4,565.60 |
| | | | Order | | | , | \$ | 174,268.34 |
| • | | | | | | | * | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| The Agreement s | um shall | (increase/decrease) by | this Change Order in the amount of | | | | \$ | 9,726.00 |
| | | | rder is | | | , | \$ | 183,994.34 |
| | | 0 | | | | | • | |
| The Agreement ti | me will be | e (increased/decreased/ | /unchanged) by | 0 day | ' S | | | |
| | | | of this Change Order is | 0 day | | | | |
| | | | or time origings or too form | o day | 0. | | | |
| FORD AUDIO | -VIDEC | SYSTEMS, LLC | | CUSTOMER | | | - | |
| ONDAODIO | VIDE 0 | O TO TEINIO, ELO | | COSTONIER | | | | |
| (2) | 111 | M | | | | | | |
| bug | 2/40 | | | | | | | |
| Account Mana | ager | | | Customer Signat | ure | | | |
| | .5 | | | ouotomor orginal | aro | | | |
| | | | | | | | | |
| | | | | | | | | |
| Division Mana | ger | | | Print Name and | Title | | | |
| | | | | | | | | |
| | | | | | | | | |
| Data | | | | D -1- | | | | |
| Date | | | | Date | | | | |
| | | | | | | | | |

DESCRIPTION

DISPLAY MONITOR, 55" LED 1920X1080

MOUNT, ADJUSTABLE PIP 18" TO 24"

ACCE,PLATE,CEILING



Legislation Details (With Text)

File #: AUT 17-057 Version: 1 Name:

Type: Authorization Status: Agenda Ready
File created: 6/6/2017 In control: City Council

On agenda: 6/20/2017 Final action:

Title: Approval of the change order to the contract with FORD Audio - Visual Systems, LLC through

BuyBoard Contract #482-15 for New City Hall Council Chambers

Sponsors:

Indexes:

Code sections:

Attachments: 1. Ford AV Council Chambers Contract

Date Ver. Action By Action Result

Approval of the change order to the contract with FORD Audio - Visual Systems, LLC through BuyBoard Contract #482-15 for New City Hall Council Chambers

Summary:

The bid for the audio-video equipment in the Deer Park New City Hall Council Chambers was awarded on June 20, 2017 to Ford Audio - Visual Systems, LLC. through the BuyBoard Contract #482-15. The project included a control unit for eight (8) microphones. Staff is requesting adding a control unit to allow sixteen (16) microphones to operate at the same time and also install a 75" LED television monitor to be located above the studio window to serve as a confidence monitor for council members.

The total cost of the original bid was \$288,876.12. Although there have been additions and subtractions made throughout the construction process, none have made a significant change to the total purchase order amount. The amount of this change order would bring the PO total cost to around the 10% threshold of the purchase order. Staff is therefore requesting that the purchase order be changed to reflect the cost of this this change order.

Fiscal/Budgetary Impact:

The proposed change order amount is \$9,538.00. The Project is funded by a PEG Fund account#14-200-4409. There is a fund balance of PEG Funds available to fund this change order.

Approve the change order.



Legislation Details (With Text)

File #: GRT 19-005 Version: 1 Name:

Type:GrantsStatus:Agenda ReadyFile created:6/10/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Authorization to submit a grant application for Shell's Deer Park Community Grant.

Sponsors:

Indexes:

Code sections:

Attachments: Shell program-outcome-form

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Authorization to submit a grant application for Shell's Deer Park Community Grant.

Summary:

Library seeks permission to apply for Shell's Deer Park Community Grants to fund a 3D Printer and movable storage cart. Shell is offering this grant to celebrate Shell Deer Park's 90th birthday. Encouraging creativity and developing new skills are important roles for the Library. The 3D printer will be used for educational and recreational programming with children, teens, and adults. It also will be available for members of the community to print their personal projects. Printing costs are an allowed expense to recoup cost of supplies when the printer is used outside of library programming.

If the grant is not approved, the Library will include the 3D printer and cart in next year's budget requests.

Fiscal/Budgetary Impact:

No budgetary impact. If grant is approved, grant funds will be expended to purchase equipment.

Authorize submittal of grant application



Grant Application – Metrics Table

Shell is proud to partner with effective non-profit organizations and to communicate your positive impact with internal and external stakeholders. Please complete the tables below to help us share your organization's story and demonstrate measurable impact through our social investment.

External organization name and contact Enter details of lead partner organization

Program Outcomes For each activity, please provide related goals and proposed <u>measurable</u> outcomes. Be sure to provide metrics that report on both process (e.g. number of events hosted, materials distributed, people reached, etc.) AND outcomes (i.e. increase in student test scores, acreage restored, etc.).

Related Activities - List the activities that will be undertaken in order to achieve stated goals

Goals - State the specific objective(s) your program aims to accomplish during the grant period

Metrics/Outcomes - Identify quantifiable deliverables to measure progress toward the program goals

| Metrics/Outcomes - Identify quantifiable deliverables to measure progress toward the program goals | | | | | | | |
|--|---|--|--|--|--|--|--|
| Activities | Goals | Metrics/Outcomes | | | | | |
| Example: • Conduct series of teacher professional development courses in environmental science. | Example: • Increase youth understanding of environmental issues. | Example: • # of teachers trained • # of students impacted • % increase in student understanding (measured by pre- and post-test evaluation) | | | | | |
| Organizational Reach Please complete the following fields with the most current information for your organization, and prepare to update this information in the end of grant year evaluation. # of Board Members: # African American# Male# Hispanic/Latino# Female# White/Caucasian# Asian/Pacific Islander# Other Race | | | | | | | |
| # Other Race Does your organization operate on: X Calendar Year (January - December) School Year (August - July) | | | | | | | |

| # of Individuals Served (If Applicable): % |
|---|
| \$ Operating Budget (FY2011)\$ Total Operating Funds Raised (YTD)\$ Private Foundations% Government% Individuals% Corporations% Other |
| Please provide current data on your organization where appropriate: |
| # of Teachers receiving Professional Development # Math Teachers # Science Teachers # Other Teachers # Students impacted # of Schools served # of Community members educated # of visiting art patrons served |
| # Homes impacted (i.e. enhancements, etc.) # Homes painted # Yards landscaped # Homes weatherized # Meals provided # Miles walked # Miles biked # Pints of blood donated # Internships provided # Activities to promote community sustainability # School supplies donated # Lbs of food donated # Workshops conducted # Workshops conducted |
| # Miles/acres preserved/protected/planted/conserved # Lbs/tons of debris picked up # of species preserved/saved # Studies published # of times studies are cited in peer review journals # of meetings with key influencers # meetings with elected officials # meetings with business & civic executives |
| # Shell impressions (print, radio and electronic media) # estimated media reach/circulation # of E-mail Subscribers # of Mail Subscribers # Events with Shell branding # or % of participants with increased awareness about Shell efforts/energy message |
| Other: List additional quantifiable metrics as appropriate## |

Shell Volunteers Please describe the activities that volunteers will be engaged in over the next grant year, and prepare to report on the number and hours of volunteers/Shell volunteers engaged in the end of year report.

| Volunteer Activities | Total # of Volunteers (include Shell) | # of Shell Volunteers | Total # Volunteer Hours |
|----------------------|---|--------------------------|-------------------------|
| | | | |
| | | | |
| | | | |



Legislation Details (With Text)

File #: AUT 19-036 Version: 1 Name:

Type: Authorization Status: Agenda Ready
File created: 6/13/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Authorization to purchase a pump from Zone Industries, DBA Precision Pump Systems through Buy

Board Contract #589-19 for the Battleground Golf Course.

Sponsors:

Indexes:

Code sections:

Attachments: Battleground Golf Course Emergency Back-Up Quote

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Authorization to purchase a pump from Zone Industries, DBA Precision Pump Systems through Buy Board Contract #589-19 for the Battleground Golf Course.

At the Battleground Golf Course, identified are several issues related to the pumping station that feeds water to the irrigation system and water features.

City staff has identified these issues and has compiled several options for replacement leading towards a permanent solution. Staff has been in on-going contact with several vendors and with Touchstone staff concerning the scope of work that will be required for the replacement of these pumps.

Tonight we are requesting authorization to purchase a pump from a buyboard vendor, Precision Pump Systems for a pump system that consists of 1ea Gorman-Rupp VS4 pump on Horizontal V-Belt Base 3with 100-hp, 1800 RPM TEFC Electric Motor, with 1ea 100-hp 480 volt, 3-phase NEMA 3R Simplex VFD control panel for pressure maintenance. (Exact same pump and motor as permanent irrigation system) This pump fulfills the requirements needed for the water feature on Hole 17 and can also be used as a back-up pump for emergency situations with the irrigation pump systems.

\$62,898.25

The project will be funded out of Fund 90 - Capital Improvements Fund Contingency

Authorize to purchase a pump from Zone Industries, DBA Precision Pump Systems through Buy Board Contract #589-19 for the Battleground Golf Course.

3303 Cypresswood Dr. Spring, Texas 77388 Phone: 713-783-8530 Fax: 713-783-1221

Attn: City of Deer Park Date: 6-13-19

Project: Battle Ground Golf Course Emergency Back Up

Engineer: Adam Ballesteros, P.E.

Quote Number: MK19047

1ea Gorman-Rupp Model VS4 Ultra V-Series High Pressure Self-Priming pump size 6" suction 4" discharge. Rated for 750 GPM @ 105 PSI.

Mounted on Horizontal V-Belt Base with 100-hp, 1800 RPM TEFC Electric Motor.

1ea NEMA 3R Simplex VFD control panel for pressure maintenance. Rated for 100-hp, 480-Volt, 3-phase.

1ea Wessels Model FXA 3000S 792 Gallon Bladder tank with 4" connection

NET Price Emergency pump \$ 62,898.25

Notes/ Exceptions: A) Emergency Pump can be used for water feature pump and as a back-up for Proposed Gorman-Rupp Duplex Irrigation system.

- B) Quote is Equipment only, Labor is not included
- C) Pump has Gorman-Rupp Factory 5-year 100% warranty.

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running 2-3 weeks after receipt of approved submittal drawings. Lead time is estimated at time of quote and may differ at time of order. Submittals can be furnished approximately 4 to 6 weeks after receiving acceptable purchase order.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,

Andy Anderson 210-819-3490



Legislation Details (With Text)

File #: AGR 19-023 Version: 1 Name:

Type: Agreement Status: Agenda Ready
File created: 6/13/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on entering into an agreement with CDM Smith for professional

engineering support services for task associated with fiberglass reinforced plastic (FRP) launder

covers for Deer Park - Waste Water Treatment Plant (WWTP).

Sponsors: Public Works

Indexes:

Code sections:

Attachments: Public Works - WWTP - Launder Cover Proposal 06-07-19

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Consideration of and action on entering into an agreement with CDM Smith for professional engineering support services for task associated with fiberglass reinforced plastic (FRP) launder covers for Deer Park - Waste Water Treatment Plant (WWTP).

Summary:

CDM Smith is currently performing engineering services for the City of Deer Park - WWTP facility. CDM Smith's proposed Amendment #3 task under this contract is to focus the engineering effort to purchase fiberglass reinforced plastic (FRP) clarifier launder covers from qualified vendors.

The proposal includes services to assist in obtaining bid prices for the FRP launder cover system that will be installed by others. Tasks to include: 1) FRP Launder Specifications, 2) Contract Documents and Bidding Support, 3) FRP Launder Cover Submittal Review, and 4) FRP preparation and CM Support. Cost for proposed task is \$19,000.

Water and Sewer Bond Fund

Enter into an engineering agreement with CDM Smith for proposed Amendment #3 task.



11490 Westheimer Road Suite 700

Houston, Texas 77077 tel: 281 423-7300 fax: 281 589-8295

June 7, 2019

W.R. (Bill) Pedersen, P.E. Director of Public Works City of Deer Park 710 E. San Augustine Deer Park, Texas 77536

Subject: Proposal for Engineering Support Services for FRP Launder Covers

for Deer Park WWTP

Dear Mr. Pedersen:

CDM Smith has developed the following proposal and scope of work based on discussions with you regarding the City's recent efforts to purchase fiberglass reinforced plastic (FRP) clarifier launder covers from qualified vendors. Based on recent quotes obtained by the City, we understand the project value requires the City to publicly bid the project. This proposal includes our services to assist the City in obtaining bid prices for the FRP launder cover system that will be installed by others. We expect that the current Phase II construction contractor, LEM, will submit a price to install the FRP launder covers furnished by the selected vendor. The following describes our scope of services, schedule and proposed fee based on our understanding of the project as recently discussed.

Detailed descriptions of each of these tasks are included below:

Task 1: FRP Launder Specification

A single FRP launder cover specification section will be prepared so the City can publicly bid the furnishing and delivery of the FRP launder covers for the City's three clarifiers; two 90-foot diameter and one 100-foot diameter clarifier. The specification section will be performance-based and include design intent, minimum acceptance criteria, and require the selected vendor/manufacturer to be responsible for all aspects of the launder cover system design necessary for complete and operable installation by the current site construction contractor LEM.

The specification will require the selected vendor to submit certified shop and erection drawings, stamped by a Texas Professional Engineer, showing all important details of construction, panel layout and panel dimensions, supporting framing, gasketing, hatches, method of attachment including the location, size, and weight of all anchor bolts and fasteners, and all aspects of the cover design, appurtenances and appurtenance hardware.



Mr. Bill Pedersen June 7, 2019 Page 2

Task 2: Contract Documents and Bidding Support

CDM Smith will prepare contract documents for bidding including an invitation to bid, general conditions and related front-end contract documents so the City can publicly bid project. We have assumed that the contract documents used for the current Phase II Improvements to the Deer Park WWTP will be used unless a substitute contract document is provided by the City at the start of this effort.

We have assumed that the bidding process will be initiated and managed by the City. CDM Smith has included 12 hours for bidding support services including reviewing and/or responding to bidder questions and preparation of an addendum (if required) during bidding. The City will use the CIVCAST cloud-based online bidding system. The City will provide the clarifier record drawings and related information to prospective vendors during bidding.

Task 3: FRP Launder Cover Submittal Review

The City has requested that CDM Smith review the selected vendor's FRP launder cover submittal package. CDM Smith will review the submittals for general compliance with the technical specifications. We have assumed three total submittal reviews including the initial submittal and two resubmittals by the selected vendor.

Task 4: RFP Preparation and CM Support

CDM Smith will provide out-of-scope limited construction management support to our current Phase II project contract to solicit a request for proposal from LEM Construction to install the FRP launder cover systems to be provided by the selected vendor. CDM Smith has included 24 hours of engineering support and construction management services for this out-of-scope item. CDM Smith shall not provide any services beyond the hour estimate provided herein. If the City and LEM cannot agree to an acceptable price for this change order, additional contract document preparation or solicitation shall be the City's responsibility.

Exclusions

This proposal has been prepared based on our understanding of the limited services requested by the City and exclude the following items:

- Design of safety systems or fall protection for future access to the above-ground installed launder covers. The City has indicated that the scope of this effort shall not include any separate access platforms or stairs to access, inspect, or maintain the clarifier launders or covers. The City has indicated that they will be responsible for developing a plan for future safe access to the installed launder covers.
- Permitting and regulatory support or submittals
- Cost estimates
- Record drawings
- Any other item not specifically listed in tasks 1, 2, 3, and 4 above



Mr. Bill Pedersen June 7, 2019 Page 3

Compensation for Amended Services

CDM Smith proposes to be compensated on a lump sum basis for Task 4: Design Services During Construction in the amount of \$19,000, which has been developed based upon the subtasks totals presented in **Table 1**. This work will be completed under the contract dated October 20, 2015. CDM Smith is requesting Amendment #3 for an additional \$19,000 to complete the services listed in this proposal raising the overall NTE for the contract to \$2,883,325.00 as detailed in **Table 2**.

CDM Smith will prepare a draft FRP launder cover technical specification and contract documents for City review within 30 days of a signed contract or amendment.

We appreciate this opportunity to be of service to the City. Please contact me if you have any questions on this proposal.

Sincerely,

Amber M. Batson, P.E. Client Service Leader CDM Smith Inc.

TBPE Firm Registration No. F-3043

cc: Jennifer Harrison, File - CDM Smith

lmber Ne Botson



Mr. Bill Pedersen June 7, 2019 Page 4

Table 1: Summary of Costs by Subtask

| TASK | BUDGET |
|--|----------|
| 4.1: FRP Launder Cover Specification Section | \$3,500 |
| 4.2: Contract Documents and Bidding Support | \$7,000 |
| 4.3: FRP Launder Cover Submittal Reviews | \$3,000 |
| 4.4: RFP/Construction Management Support | \$5,000 |
| 4.5: Expenses | \$500 |
| TOTAL | \$19,000 |

Table 2: Summary of Original and Amended Task Budgets

| TASK NO. | TASK DESCRIPTION | ORIGINAL AMOUNT | AMENDMENT NO. 1 | AMENDMENT NO. 2 | AMENDMENT NO. 2 | TOTAL AMOUNT |
|-------------|--|--------------------|--------------------|--------------------|--------------------|-----------------|
| | Basic Services | | | | | |
| 1 | Preliminary Design | COMPLETED | COMPLETED | COMPLETED | COMPLETED | COMPLETED |
| 2 | Final Design | \$1,113,300 | \$0 | \$0 | \$0 | \$1,113,300 |
| 3 | Bidding Services | \$79,520 | \$0 | \$0 | \$0 | \$79,520 |
| 4 | Design Services During Construction | \$397,605 | \$15,000 | \$0 | \$19,000 | \$431,605 |
| | Subtotal Basic Services | \$1,590,425 | \$15,000 | \$0 | \$19,000 | \$1,624,425 |
| 5 | Additional Services | | | | | |
| A. | Construction Materials Testing | \$59,500 | \$30,000 | \$0 | \$0 | \$89,500 |
| В. | Record Drawings | \$43,000 | \$0 | \$0 | \$0 | \$43,000 |
| C. | Construction Admin/Inspection | \$416,000 | \$274,000 | \$0 | \$0 | \$690,000 |
| D. | Warranty Support | \$21,500 | \$0 | \$0 | \$0 | \$21,500 |
| E. | Specialty Inspection Services | - | \$50,000 | \$0 | \$0 | \$50,000 |
| F. | Contractor Back-Charge Allowance | - | \$75,000 | \$0 | \$0 | \$75,000 |
| 6 | Applications Engineering for | - | - | \$289,900 | \$0 | \$289,900 |
| | Implementation of the New SCADA System | | | | | |
| | Total Amount | \$2,130,425 | \$444,000 | \$289,900 | \$19,000 | \$2,883,325 |



Legislation Details (With Text)

File #: PUR 19-015 Version: 1 Name:

Type:PurchaseStatus:Agenda ReadyFile created:6/10/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on authorization to purchase services from SKE Construction, LLC,

through the Buy Board Cooperative Purchasing Program to perform Pipe-bursting of the 8" Waterline

on Holden St..

Sponsors: Public Works

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

Consideration of and action on authorization to purchase services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform Pipe-bursting of the 8" Waterline on Holden St. .

Summary:

This project consists of Pipe-bursting 250 LF of 8" waterline on Holden St. This project is needed due to multiple line breaks of the dated existing pipe. The services for this Project will be purchased through the Buy Board Cooperative Purchasing Program using SKE Construction, LLC. The total price for this project is \$74,067.44.

Fiscal/Budgetary Impact: This project will be funded through Water/Sewer Funds



Legislation Details (With Text)

File #: PUR 19-016 Version: 1 Name:

Type:PurchaseStatus:Agenda ReadyFile created:6/10/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on authorization to purchase services from IPR - South Central, through

the HGAC Cooperative Purchasing Program to perform Sanitary Pipe-bursting of the Regency Park

Subdivision .

Sponsors: Public Works

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

Consideration of and action on authorization to purchase services from IPR - South Central, through the HGAC Cooperative Purchasing Program to perform Sanitary Pipe-bursting of the Regency Park Subdivision.

Summary:

This project consists of Sanitary Pipe-bursting the Regency Park Subdivision. This project consists of Pipe-bursting 4700 LF of sanitary sewer pipe throughout the entire subdivision. The services for this Project will be purchased through the HGAC Cooperative Purchasing Program using IPR-South Central. The total price for this project is \$370,675.00.

Fiscal/Budgetary Impact: This project will be funded through Water/Sewer Funds.



Legislation Details (With Text)

File #: AGR 19-022 Version: 1 Name:

Type: Agreement Status: Agenda Ready
File created: 6/13/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on the renewal of an agreement with the American National Red Cross for

Specialized Transportation Services.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: Red Cross Agreement 2019

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Consideration of and action on the renewal of an agreement with the American National Red Cross for Specialized Transportation Services.

Summary:

The annual specialized transportation services contract between the American Red Cross and the City of Deer Park needs to be renewed (see attached). With this agreement, the Greater Houston Area Chapter of the American National Red Cross provides medical transportation services to Deer Park residents in need of non-emergency medical transportation. The term of this agreement begins July 1, 2019 and terminates June 30, 2020. Transportation rates remain the same as in the past, at \$23 per one way trip within Deer Park, La Porte, and/or South Houston and \$28 for one way trips into Houston, the Texas Medical Center, or the VA Hospital. This agreement also retains the language that, "Red Cross will provide a maximum of ten (10) one-way trips per month per passenger. Any additional trips must be authorized by the City of Deer Park." Some years back, this language was inserted at our request and has served all parties well. As in past years, the agreement includes transport for persons with chronic illness, such as someone needing radiation, chemotherapy, etc.

Fiscal/Budgetary Impact:

Costs vary each month, depending upon ridership.

Approval

AGREEMENT BETWEEN CITY OF DEER PARK

AND

GREATER HOUSTON AREA CHAPTER AMERICAN NATIONAL RED CROSS FOR SPECIALIZED TRANSPORTATION SERVICES

This Agreement, effective as of July 1, 2019, is between the Greater Houston Area Chapter of the American National Red Cross (in all subsequent text referred to as Red Cross) and the City of Deer Park (in all subsequent text referred to as Deer Park) for the purpose of providing non-emergency transportation for residents of Deer Park (in all subsequent text referred to as Passengers). The term of this Agreement is from July 1, 2019 through June 30, 2020. Red Cross may renew this Agreement on an annual basis with thirty days prior written notice. Either Red Cross or Deer Park may terminate this agreement without cost or liability with 30 days prior written notice.

It is understood and agreed that wherever in this Agreement the term Red Cross is used, it shall mean the Greater Houston Area Chapter of the American National Red Cross; that said Chapter is a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S. Code 1 et seq.); and that all obligations of the Red Cross under this contract shall be undertaken by said Greater Houston Area Chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the aforesaid Chapter.

A. Scope of Transportation Services

Red Cross will provide scheduled non-emergency transportation for residents of Deer Park who are elderly, residents with a disability, or residents with chronic illness to health/human service appointments for the fee set forth in this Agreement. Transportation service to be provided per this agreement is curb-to-curb, with door-to-door service provided as necessary to accommodate Passengers who are mobility impaired.

American Red Cross – Greater Houston Area Chapter, Community Transportation Services is the point of contact for this agreement. American Red Cross Community Transportation Services will provide scheduled, door-to-door transportation only for residents of the City of Deer Park, who are referred to the program by local health/human services providers. Red Cross requires a minimum of twenty-four (24) hours notice to provide transportation service under this agreement. Red Cross may in its sole discretion provide service with less than twenty-four hour notice if possible. All Passengers receiving transportation service must be a resident of the City of Deer Park. No person will be transported by Red Cross who resides outside the City of Deer Park without prior written authorization of Deer Park staff. The American Red Cross will require the following information be provided by the referring agency prior to finalizing service for any Deer Park resident: name and telephone # of Passenger, emergency information for Passenger, location at which Passenger must be picked up and location to which Passenger must be transported, the name and telephone # of the referring health/human service organization employee, and any special conditions of the Passenger (i.e. if an escort./attendant is required). Red Cross will provide a maximum of ten (10) one-way trips per month per passenger. Any additional trips must be authorized by the City of Deer Park.

It is understood and agreed that Red Cross can provide only limited assistance and cannot provide medical care while transporting Deer Park residents.

Transportation Service is to be provided Monday through Friday, 8:00am – 4:00pm with Passenger pick up times scheduled no earlier than 8:00am each day and no later than 4:00pm. Red Cross Community Transportation Services is the point of contact for this Agreement and is open 7:00am – 6:00pm, Monday through Friday. American Red Cross Community Transportation Services of the Greater Houston Area Chapter may be reached at (713) 313-1631 during these hours of operation. Red Cross Community Transportation Services Supervisors may be reached as follows: Steve Atchison, Managing Director (713) 313-1762 or at steve.atchison@redcross.org and/or Herbert Melton, Assistant Director (713) 313-1757 or at herbert.melton@redcross.org during the hours of 7:30am – 5:30pm, Monday through Friday. In case of emergency after regular business hours, the Managing Director may be reached at (832)338-6775.

B. Fees

■ The American Red Cross – Greater Houston Area Chapter agrees to provide the non-emergency transportation services as described above for the City of Deer Park for the period of July 1, 2019 – June 30, 2020 at the following turnkey rates:

Deer Park to Deer Park/Pasadena/LaPorte/South Houston - \$23.00 per one way trip

Deer Park to Houston/Webster/Texas Medical Center/VA Hospital/LBJ Hospital – \$28.00 per one way trip

Red Cross will submit an itemized bill by the 5th of every month, payable in 30 days.

Please submit payment to:

American Red Cross JP Morgan Chase & Co PO Box 730040 Dallas, TX 75373-0040

C. Standard Operating Procedures

When circumstances beyond the control of Red Cross (i.e. inclement weather, unexpected vehicle breakdown, major local Disaster Relief operations, etc.) occur, Red Cross may be unable to provide scheduled transportation service. If such a situation occurs, Red Cross will notify Deer Park staff and passengers as far in advance as possible and will assist in rescheduling any passengers for the next available date/time of service. Failure of Red Cross to perform in the above circumstances shall not be a breach of this Agreement.

Red Cross maintains the right to refuse service to any Passenger. Deer Park will be notified in writing of any refusal for service, with the basis for such refusal included in the notification. Grounds for refusal of service include but are not limited to: abusive or violent language or behavior on the part of any passenger or escort/attendant; non-compliance with Red Cross standard operating and/or safety procedures; non-cancellation by passenger for scheduled ride(s), resulting in unnecessary trips to the passenger's point of origin.

D. Standard Provisions

If Deer Park should become entitled to claim damages from Red Cross (including without limitation, for breach of contract, or breach of warranty), then Red Cross will be liable only for the amount of Deer Park's actual direct damages up to the dollar value of services provided under this Agreement.

In addition, Red Cross shall not be liable for any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Red Cross has been advised of the possibility of such damages.

E. No Assignment/Subcontracting

This Agreement may not be assigned or subcontracted in whole or part by Deer Park without the prior written consent of Red Cross. Any attempt to do so without such prior written consent shall be null and void and of no force or effect.

F. Miscellaneous

Red Cross is furnishing services hereunder as an independent contractor and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior verbal or written agreements or proposals with respect to the subject matter hereof. No amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties.

All notices given to a party hereunder shall be deemed sufficient if sent United States mail, postage prepaid, to the address of such party specified in this Agreement or such other address specified by a party pursuant to proper notice hereunder.

Deer Park shall not use or reference the Name or emblem of the American National Red Cross, including issuing any press releases or otherwise making any public statement with respect to this Agreement without the prior written consent of Red Cross, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date

| Authorized Official | Henry Van De Putte |
|---------------------|-------------------------|
| | Chief Executive Officer |
| | American Red Cross |
| Title | |
| | |
| | |
| Date | Date |



Legislation Details (With Text)

File #: AMD 19-004 Version: 1 Name:

Type: Amendment Status: Agenda Ready
File created: 6/3/2019 In control: City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on an amendment to Cobb Fendley's professional service contract for

additional services.

Sponsors:

Indexes:

Code sections:

Attachments: Amended contract 6 4 2019 (current)

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 6/18/2019 | 1 | City Council | | |

Consideration of and action on an amendment to Cobb Fendley's professional service contract for additional services.

Summary:

On June 19, 2018 the city entered into a contract with Cobb Fendley for the drainage analysis of historical repetitive flooded areas in the city. Staff requested council authorized two of seven task contained in the scope of services for \$60,230. The attached contract will replace the current contract with Cobb Fendley and authorizes two additional task and adds an eighth task that groups four additional areas into the single task. Drainage analysis fees for these services will add \$139,170 to the current contract for a total amended contract cost of \$199,400.00.

Fiscal/Budgetary Impact:

Drainage CO bond fund 34 year 2007.

Staff recommends approval

AGREEMENT FOR ENGINEERING & DESIGN SERVICES

for

Design Services for Drainage Projects in Deer Park

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 18th day of June, 2019; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

Cobb, Fendley & Associates, Inc. (CobbFendley) ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the Engineer for engineering services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains CobbFendley to perform engineering analysis services related to drainage projects in Deer Park on a task order basis, in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ENGINEER will provide engineering, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Exhibit A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Exhibit A are based on information provided by DEER PARK and ENGINEER. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ENGINEER to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ENGINEER.

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Exhibit A of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the Work amounting to Task 1, Task 2, Task 4, Task 5 and Task 8 detailed in the Scope of Services dated June 4, 2019. ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK's behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ENGINEER all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ENGINEER to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ENGINEER will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ENGINEER to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ENGINEER's services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ENGINEER shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ENGINEER's services are to be performed is exceeded for reasons outside of ENGINEER's reasonable control, all rates, measures and

amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

5.1 ENGINEER will hold confidential all information obtained from DEER PARK, not previously known by ENGINEER or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ENGINEER agrees to exercise professional judgment, made on the basis of the information available to ENGINEER, and to perform its engineering services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ENGINEER also agrees to perform its engineering services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ENGINEER is promptly notified thereof in writing, ENGINEER will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ENGINEER and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. Engineer does not warrant any products or services of others. ENGINEER, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ENGINEER following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
 - (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.
- 7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDENMIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEERS LAIBILITY.

8.2 ENGINEER agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ENGINEER pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ENGINEER's reserved rights.

9.2 ENGINEER's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ENGINEER or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ENGINEER.

ARTICLE 10. INDEPENDENT CONTRACTOR

10.1 The ENGINEER is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

11.1 The ENGINEER shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ENGINEER and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ENGINEER and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ENGINEER shall not have any responsibility for overall job safety at the site. If in ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ENGINEER may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ENGINEER agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ENGINEER are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ENGINEER shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ENGINEER shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ENGINEER and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

| Cobb, Fendley & Associates, Inc. | The City of Deer Park |
|----------------------------------|-----------------------|
| By ballong | By |
| Name_Dale Conger | Name |
| Title_ President | Title |
| DateJune 7, 2019 | Date_ |

AUTHORIZATION FOR PROFESSIONAL SERVICES

Project No.: Deer Park Drainage Analysis – Various Locations Project Title: June 4, 2019 Date: Client: The City of Deer Park Authorizing Agent: Bill Pedersen Address: 710 E Augustine Deer Park, Texas 77536 Telephone No.: 281.478.7270 E-Mail Address: bpedersen@deerparktx.org

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services to you in connection with the hydraulic and hydrologic drainage studies for 6 local areas identified in the RFQ – Design Services for Drainage Projects in Deer Park, Texas.

CobbFendley's services are to be performed for the sole benefit of the City of Deer Park ("Client") who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

A copy of the General Terms and Conditions of the Authorization for Professional Services is attached and constitutes a part of this agreement.

SCOPE OF SERVICES

The fees for the following services will be billed according to the following fixed fees:

Duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations
- Perform static hydraulic analysis on existing drainage system, using HouStorm (or equivalent), to determine areas within the existing drainage

system with insufficient conveyance capacity and to identify problem areas.

- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which
 provide relief to the existing drainage system (reduction in overland
 stored water surface elevation) and prepare mitigation measures for the
 recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal\$32,890.00

Duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations
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- Create hydraulic models for alternative proposed solutions (up to 3) which
 provide relief to the existing drainage system (reduction in overland
 stored water surface elevation) and prepare mitigation measures for the
 recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal\$27,340.00

Upon authorization, duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies

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- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations
- Perform static hydraulic analysis on existing drainage system, using HouStorm (or equivalent), to determine areas within the existing drainage system with insufficient conveyance capacity and to identify problem areas.
- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which
 provide relief to the existing drainage system (reduction in overland
 stored water surface elevation) and prepare mitigation measures for the
 recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal \$TBD

Upon authorization, duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations
- Perform static hydraulic analysis on existing drainage system, using HouStorm (or equivalent), to determine areas within the existing drainage system with insufficient conveyance capacity and to identify problem areas.
- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which provide relief to the existing drainage system (reduction in overland

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stored water surface elevation) and prepare mitigation measures for the recommended alternative to reduce impacts to receiving outfall systems

- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal\$24,760

Upon authorization, duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations
- Perform static hydraulic analysis on existing drainage system, using HouStorm (or equivalent), to determine areas within the existing drainage system with insufficient conveyance capacity and to identify problem areas.
- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which
 provide relief to the existing drainage system (reduction in overland
 stored water surface elevation) and prepare mitigation measures for the
 recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal\$23,870

Upon authorization, duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit
- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations

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- Perform static hydraulic analysis on existing drainage system, using HouStorm (or equivalent), to determine areas within the existing drainage system with insufficient conveyance capacity and to identify problem areas.
- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which provide relief to the existing drainage system (reduction in overland stored water surface elevation) and prepare mitigation measures for the recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance

\boxtimes Task 7 – On Call Survey Services

Upon authorization, CobbFendley will obtain detailed survey information where deemed necessary, when additional data is required to provide a more accurate hydraulic representation within the models. Survey data may include spot elevations, measure down elevations, channel cross section information, etc.. Pricing for additional survey will be determined based upon amount of survey required. Survey data will not be obtained without prior

\boxtimes Task 8 – Repetitive Loss Neighborhood Flood Analysis

This task involves analysis of drainage systems within 4 local areas identified as having repetitive flooding in Deer Park, Texas.

The four local areas are identified as follows and are indicated on the attached map:

- 1.) Deer Park Gardens the study area is roughly bound by Boston St on the west, Luella Ave on the east, 8th St on the north and 13th St on the south.
- 2.) Parkview West extending from approximately Oklahoma Ave on the west to Texas Ave on the east, San Augustine Ave on the north and Pasadena Blvd on the south.
- 3.) P & Center Analyze areas conveying runoff to the intersection of "P" St and Center St near the Stripes Gas Station. The approximate extents of the analysis is from Texas Ave on the west to B112-06-00 on the east, and Page St on the north to Willowspring Creek (B112-00-00) on the south.
- 4.) College Park extending approximately from E Lambuth Ln south to Spencer Hwy, and from B112-03-01 to the eastern boundary of the neighborhood (approximately 900 ft east of Luella Ave).

Upon authorization, duties to be performed under this task are as follows:

- Coordination and meetings with the Client, HCFCD, et al.
- Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies
- Conduct site visit

C:\Carl\Proposals\Deer Park Drainage Projects 060419.docx

| COBBFENDLEY_ | CI | LIENT |
|--------------|----|-------|

- Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any)
- Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various rainfall events (TP40/Hydro35 2-, 10-, and 100-year) and perform hydrologic calculations
- Perform static hydraulic analysis on existing drainage system, to determine locations within the existing drainage system which have insufficient conveyance capacity and to identify problem areas.
- Revise existing condition drainage areas to incorporate modifications to existing drainage system (as needed)
- Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary)
- Create hydraulic models for alternative proposed solutions (up to 3) which
 provide relief to the existing drainage system (reduction in overland
 stored water surface elevation) and prepare mitigation measures for the
 recommended alternative to reduce impacts to receiving outfall systems
- Prepare a drainage report with exhibits and submit for review/acceptance
- Address any review comments and update report for final submittal\$90,540.00

EXCLUSIONS FROM THE SCOPE OF SERVICES

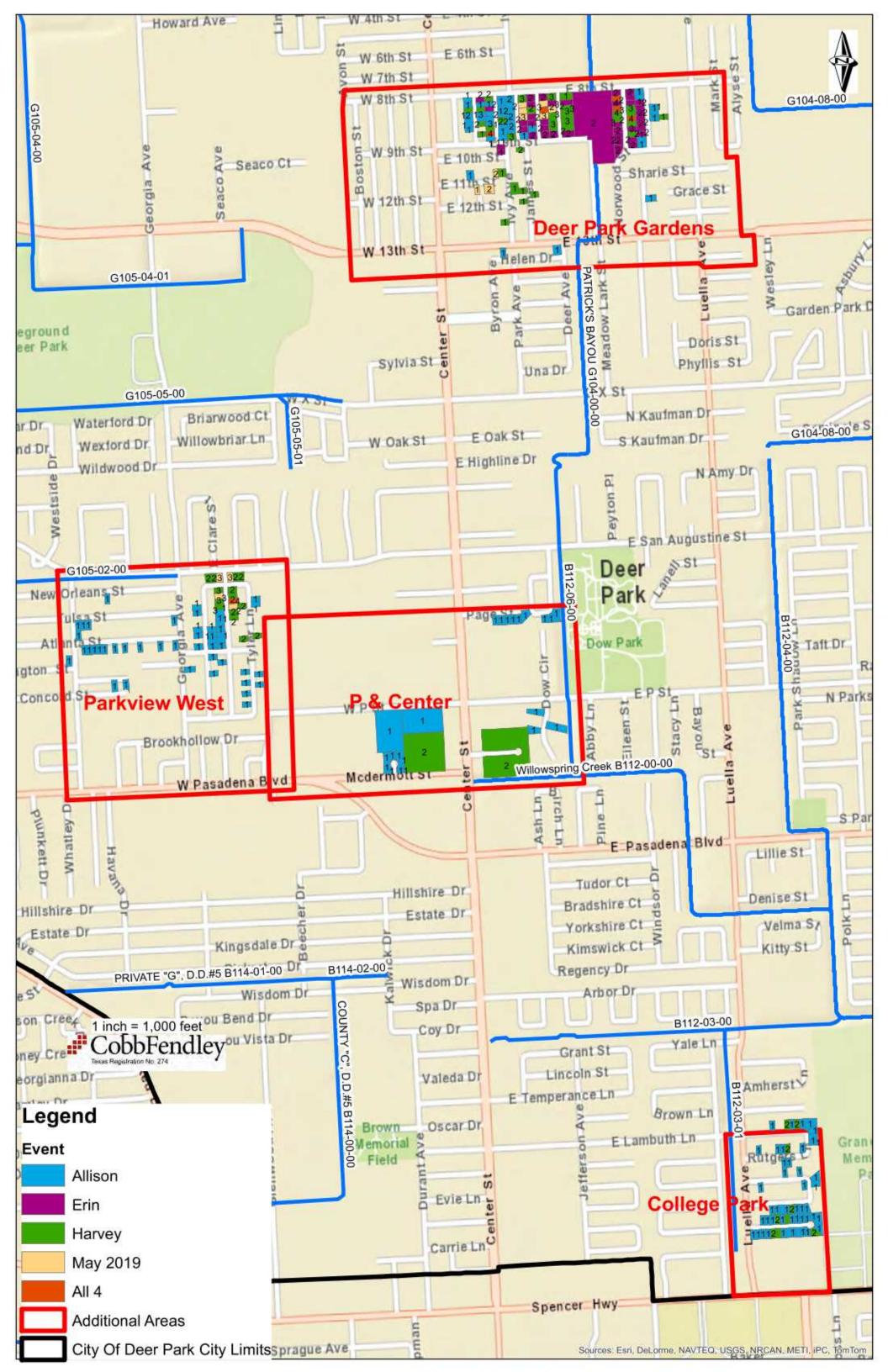
Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

- 1. Agency or approval fees.
- Submittal of LOMR or CLOMR to FEMA.
- 3. Surveying services or engineering design.
- Obtaining construction permit.
- 5. Obtaining EPA's NPDES or TCEQ's TPDES permit or Notice of Intent.
- 6. Soil, water or other environmental testing or environmental assessment of any kind.
- 7. Any other services not specifically included within the description of the Basic Services or Other Services as described above.

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees.

| COBBEENDLEY | CLIENT | |
|-------------|--------|--|



SCHEDULE B

CobbFendley 2018 Standard Rate Schedule

| Principal / Chief Engineer\$275.00/HR |
|--|
| Senior Engineer\$260.00/HR |
| Senior Project Manager\$225.00/HR |
| Project Manager II\$210.00/HR |
| Project Manager I\$185.00/HR |
| Senior Hydrologist\$210.00/HR |
| Expert Witness (H&H)\$500.00/HR |
| Project Engineer III\$160.00/HR |
| Project Engineer II\$145.00/HR |
| Project Engineer I\$125.00/HR |
| Senior Technician\$135.00/HR |
| Technician III\$120.00/HR |
| Technician II\$110.00/HR |
| Technician I\$90.00/HR |
| Licensed State Land Surveyor\$225.00/HR |
| Registered Professional Land Surveyor\$165.00/HR |
| 4 Person Field Services Crew\$180.00/HR |
| 3 Person Field Services Crew\$160.00/HR |
| 2 Person Field Services Crew\$140.00/HR |
| 1 Person Field Services Crew\$100.00/HR |
| 2 Person Hy-Drone Crew\$325.00/HR |
| 2 Person UAV Drone Crew\$225.00/HR |
| Construction Manager III\$250.00/HR |
| Construction Manager II\$210.00/HR |
| Construction Manager I\$185.00/HR |
| Senior Field Construction Observer\$125.00/HR |
| Field Construction Observer\$105.00/HR |
| Utility Specialist\$140.00/HR |
| Telecommunications Designer\$115.00/HR |
| Telecommunications Field Person\$90.00/HR |
| GIS Manager\$160.00/HR |
| GIS Analyst\$110.00/HR |
| Post Processing GPS Data\$110.00/HR |
| Right-of-Way Project Manager\$160.00/HR |
| Right-of-Way Attorney\$150.00/HR |
| Right-of-Way Agent\$135.00/HR |
| Administrative \$100.00/HR |
| Clerical\$75.00/HR |

CobbFendley

2018 Standard Rate Schedule

| GPS\$37.00/HR/Receive |
|--|
| (Continued) |
| SUBSURFACE UTILITY ENGINEERING |
| One-Man Designating Crew (4-Hour Minimum)\$100/HF |
| Two-Man Designating Crew (4-Hour Minimum)\$160/HF |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) \$280/HF |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)\$300/HF |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum)\$250/HF |
| Traffic Control Officer@ Cost + 10% |
| Traffic Control (Lane Closures, etc.) |
| Permits (Local, State, etc.)@ Cost + 10% |
| Designation & Traffic Control Vehicles |
| Location Vehicles\$6.80/Mile |
| REIMBURSABLE EXPENSES |
| Technology Fee (*) |
| Consultant or Specialty Contractor (Outside Firm)@ Cost + 10% |
| Courier, Special Equipment Rental@ Cost + 10% |
| Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)@ Cos |
| Mileage (Standard Car or Truck) IRS Approved Rate |
| Per Diem for Out of Town Travel (Per Day/Person)\$36/Day |
| Title Plant Charges@ Cost + 10% |
| Other Misc. Expenses Related to the Project@ Cost + 10% |
| In-House Reproduction: |
| > Copies (Up to 11" x 17")\$0.15/Each |
| > Color Prints (Up to 11" x 17")\$1.50/Each |
| > Color Prints (Larger than 11" x 17")\$3.00/Sq. Ft. |
| > Bluelines (All Sizes)\$1.00/Each |
| > Bond Prints (All Sizes)\$2.00/Each |
| > Mylar Prints\$12.00/Each |
| > Vellum Prints\$9.00/Each |
| |

^(*) Technology charges added to each billable man-hour.



City of Deer Park

Legislation Details (With Text)

File #: ORD 19-034 Version: 1 Name:

Type:OrdinanceStatus:Agenda ReadyFile created:3/22/2019In control:City Council

On agenda: 6/18/2019 Final action:

Title: Consideration of and action on an ordinance amending the fee schedules for building permits,

emergency medical services, and the Fire drill field.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: Ordinance Appendix B-Section 18-53-06-2019

Exhibit to Appendix B Section 18-53-06-2019_hdr

Commercial Fee Comparison
Residential Fee Comparison

HB 852 - TML

Schedule of Fees proposed changes 2019
EMS - Schedule of Fees - 7-1-19 - PROPOSED

| Da | ate Ver. | Action By | Action | Result |
|----|----------|-----------|--------|--------|
| | | | | |

6/18/2019 1 City Council

Consideration of and action on an ordinance amending the fee schedules for building permits, emergency medical services, and the Fire drill field.

Summary:

Building Permits

During the 2018/19 fiscal budget process, the Public Works Department provided data that compared Deer Park's current residential and commercial building permit fees to those of surrounding cities. Our current permit fees were found to be significantly lower by comparison. Our 2018/19 budget presentation suggested we increase our residential building permit fees by 35% and our commercial building permit fees by 10%. We would also increase our plan review fee, which is currently 35% of the permit cost. That would increase to 50% of the permit fee. These fee increases were anticipated in the adopted FY 2018-2019 Budget.

Staff was ready to submit this request to Council when we suddenly got word that on May 21, 2019 Governor Abbott had signed House Bill HB-852 which took place immediately (see attached).

HB-852 effects how municipalities are able to calculate residential building permit fees. The Bill only effects residential fees and not commercial. Deer Park, like the majority of other cities, base all residential and commercial permit fees off the valuation of the structure/improvements.

The Bill provides that: (1) in determining the amount of a residential building permit fee required in connection with the construction or improvement of a residential dwelling, a city man not consider: (a)

File #: ORD 19-034, Version: 1

the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit...

Again, this new law went into effect immediately, with no grace period. The options for calculating residential permit fees now have to be based off the square footage or a flat fee.

This past week we have ran the numbers and various scenarios to determine how our residential fee structure should be structured as well as incorporating the 35% discussed earlier. Attached is the proposed fee structure we would like to present to council for approval. If approved the fees would take effect immediately.

Attached you will find the fee comparison charts that were presented to you during the budget process last year. This fee increase only effects actual building permit fees and not electrical, mechanical, fire, plumbing, etc. fees.

Emergency Medical Services Fees

The City's EMS billing contractor, Emergicon, reviewed our current emergency medical services fee schedule and made recommendations increases as well as providing for additional billable items. The comparison of current and proposed fees is attached.

Fire Drill Field Fee Schedule

The Fire Drill Filed is rented to outside parties for training purposes. It has been two years since the fee schedule has be reviewed and adjusted.

Fiscal/Budgetary Impact: Increased revenue to offset expenses.

Staff recommends adoption of the proposed ordinance.

| ORDI | NANCE NO. | |
|-------|-----------|----------|
| NDING | APPENDIX | B-SECTIO |

AN ORDINANCE AMENDING APPENDIX B–SECTION 18-53(b) BUILDING PERMIT FEE SCHEDULE, SECTION 34-25 EMERGENCY MEDICAL SERVICE FEE SCHEDULE AND SECTION 42 FIRE PREVENTION FEES OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

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

I.

That Section 18-53(b) of Appendix B-Fee Schedule for Building Permits be amended as per the attached exhibit "A", that Section 34-25 Emergency Medical Fee Schedule be amended as per Exhibit "B" and that Section 42 Fire Prevention Fees of the City of Deer Park Code of Ordinances be amended as proposed on the attached Exhibit "C".

II.

It is officially found and determined that the meeting at which this Ordinance was adopted, was open to the public and the 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.

| PASSED, APPROVED AND ADO | OPTED , on the first and final reading this | day of |
|--|--|--------------|
| , 2019, by a vot | te of "ayes" and | "noes", this |
| Ordinance having been read in full prior to su | ich vote. | |
| | | |
| | MAYOR, City of Deer Park, Texas | |
| ATTEST: | | |
| City Secretary | | |

| APPROVED: | | |
|---------------|------|------|
| | | |
| City Attorney | | |

EXHIBIT "A"

Schedule of Fees, Appendix B – Building Permit Fees Section 18-53(b) changes

Chapter 18 – Commercial Building Fees

| \$100.00 and less | No fee |
|------------------------------|---|
| \$101.00 to \$2,000.00 | \$15.02 per thousand or fraction thereof |
| \$2,001.00 to \$15,000.00 | \$30.00 for the first \$2,001.00 plus \$6.60 for each additional thousand or fraction thereof, to and including \$15,000.00 |
| \$15,001.00 to \$50,000.00 | \$115.80 for the first \$15,001.00 plus \$6.90 for each additional thousand or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$356.45 for the first \$50,001.00 plus \$6.60 for each additional thousand or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$697.45 for the first \$100,001.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 and up | \$2,303.45 for the first \$500,001.00 plus \$3.00 for each additional thousand or fraction thereof |

A plan review fee of 50% of the building permit fee will be required on all commercial permits.

Chapter 18 – Residential Building Fees

| New Residential Structures & Additions | \$ 0.50 per square foot |
|---|---|
| Interior Remodels, Demolitions and other misc | \$ 0.35 per square foot |
| Accessory Structures (storage buildings, detached garages, etc) | \$ 0.35 per square foot |
| Driveways, sidewalks, carports, patios, patio covers and siding | \$ 0.10 per square foot |
| Roofs Replacements | \$ 60.00 flat fee |
| Foundation Repairs | \$ 4.25 per pier |
| Windows Replacement | \$ 13.00 per window |
| Swimming Pools | \$450.00 flat fee |
| Fences | \$ 20.00 first 60 linear feet \$ 10.00 each additional 50 feet |

EXHIBIT "B" Page "1"

Schedule of Fees, Appendix B Chapter 34, Section 34-25, Fees for Emergency Medical Services

| (1) Treatment/Assistance only (no transport to medical facility; includes lift assist | \$150.00 |
|---|------------|
| (2) Transport to medical facility of a resident of the city: | |
| Basic life support (BLS), plus supplies, services, medication | \$900.00 |
| Advanced life support level 1 (ALS1), plus supplies, services, medication | \$1,000.00 |
| Advanced life support level 2 (ALS2), plus supplies, services, medication | \$1,200.00 |
| (3) Transport to medical facility of a nonresident of the city | |
| BLS, plus supplies, services, medication | \$1,200.00 |
| ALS1, plus supplies, services, medication | \$1,300.00 |
| ALS2, plus supplies, services, medication | \$1,500.00 |
| (4) Mileage charge per loaded mile for all transports | \$21.00 |
| (5) Industrial response, plus nonresident rate, supplies, services, medication | \$2,000.00 |
| (6) Life flight, plus resident or nonresident rate, supplies, services, medication | \$1,000.00 |
| (7) Fees for supplies and services: | • • |
| Oxygen administration | \$175.00 |
| ALS Disposables/Supplies | \$445.00 |
| BLS Disposables/Supplies | \$275.00 |
| Additional Supplies – Airway Management | \$115.00 |
| Additional Supplies – IV Therapy | \$310.00 |
| Additional Supplies – EKG Interpretation | \$315.00 |
| Emergency Rate | \$115.00 |
| Pulse Oximeter | \$115.00 |
| (8) Fees for medications: | , |
| Adenosine 6 mg | \$150.00 |
| Adenosine 12 mg | \$195.00 |
| Albuterol 2.15 mg | \$25.00 |
| Amiodarone | \$165.00 |
| Atropine Sulphate | \$25.00 |
| Benadryl 50mg/1 ml | \$25.00 |
| Dextrose 50% | \$25.00 |
| Dextrose 25% | \$25.00 |
| Dopamine | \$30.00 |
| Epinephrine 1:1,000 | \$35.00 |
| Epinephrine 1:10,000 | \$35.00 |
| Etomidate | \$65.00 |
| Glucagon | \$230.00 |
| Ipratroprium/Atrovent | \$15.00 |
| Lidocaine 100 mg | \$25.00 |
| Lidocaine IV Drip | \$60.00 |
| Midazolam | \$25.00 |
| Magnesium Sulphate | \$30.00 |
| Morphine Sulphate | \$30.00 |
| Naloxone HCL | \$90.00 |
| Promethazine | \$25.00 |

EXHIBIT "B" Page "2"

Schedule of Fees, Appendix B Chapter 34, Section 34-25, Fees for Emergency Medical Services

| Sodium Bicarbonate | \$25.00 |
|------------------------------|---------------|
| Sodium Nitrate | \$45.00 |
| Sodium Thiosulphate | \$55.00 |
| Solu-Medrol 125 mg | \$80.00 |
| Solu-Medrol 1 g | \$125.0 |
| Thiamine | \$35.00 |
| Valium | \$30.00 |
| Vasopressin | \$25.00 |
| Vecuronium | \$25.00 |
| Other medications not listed | Cost plus 50% |

Notes:

- 1. BLS: Basic life support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.
- 2. ALS1: Advanced life support level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.
- 3. ALS2: Advance life support level 2 (ALS2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including either the administration of three or more different medications by intravenous push/bolus or by continuous infusion or the provision of at least one of the following ALS procedures: manual defibrillation/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; or intraosseous line.
- 4. ALS Assessment: An advanced life support (ALS) assessment is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment.

EXHIBIT "C"

Schedule of Fees, Appendix B Fire Training Facility

| Industrial | Full Day | Half Day |
|--|----------|----------|
| | | |
| Multi-Story Burn Building | \$900.00 | \$500.00 |
| Multi-Story Rescue Tower (No Burning) | \$450.00 | \$275.00 |
| LPG Projects | \$550.00 | \$325.00 |
| Training Center (Classroom) | \$325.00 | \$175.00 |
| Water Practice (Hydrants with no projects) | \$325.00 | \$175.00 |
| Drill Field Use Only (No Props) | \$300.00 | \$175.00 |
| Per Student Daily Fee | \$28.00 | \$18.00 |

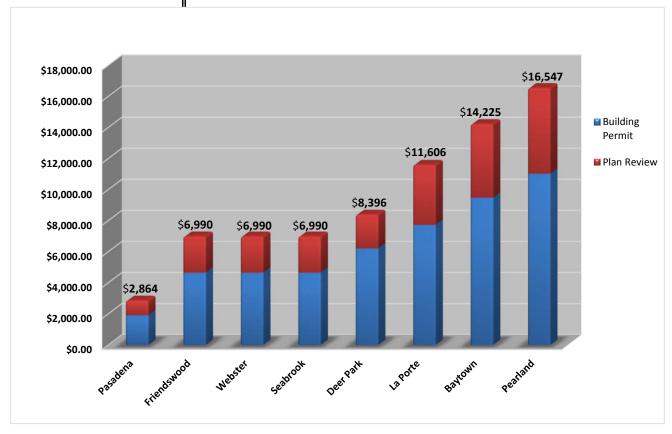
| Municipal | Full Day | Half Day |
|--|----------|----------|
| | | |
| Multi-Story Burn Building | \$450.00 | \$250.00 |
| Multi-Story Rescue Tower (No Burning) | \$275.00 | \$175.00 |
| LPG Projects | \$350.00 | \$200.00 |
| Training Center (Classroom) | %250.00 | \$150.00 |
| Water Practice (Hydrants with no projects) | \$175.00 | \$125.00 |
| Drill Field Use Only (No Props) | \$175.00 | \$125.00 |
| Per Student Daily Fee | \$8.00 | \$6.00 |

| | Full Day | Half Day |
|-----------------------------------|----------|----------|
| | | |
| Field Maintenance Fee (All Users) | \$125.00 | \$125.00 |

COMMERCIAL PERMIT COMPARISON (4320 East Blvd. Animal Hospital)

Based on a valuation of \$2,000,000.00 and 8,745 square feet

| | Building Permit | Plan Review | Plan Review % | Total |
|-------------|-----------------|-------------|---------------|-------------|
| Pasadena | \$1,909.00 | \$954.50 | 50% | \$2,863.50 |
| Friendswood | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Webster | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Seabrook | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Deer Park | \$6,216.30 | \$2,179.42 | 35% | \$8,395.72 |
| La Porte | \$7,737.50 | \$3,868.75 | 50% | \$11,606.25 |
| Baytown | \$9,483.10 | \$4,741.55 | 50% | \$14,224.65 |
| Pearland | \$11,031.00 | \$5,515.50 | 50% | \$16,546.50 |

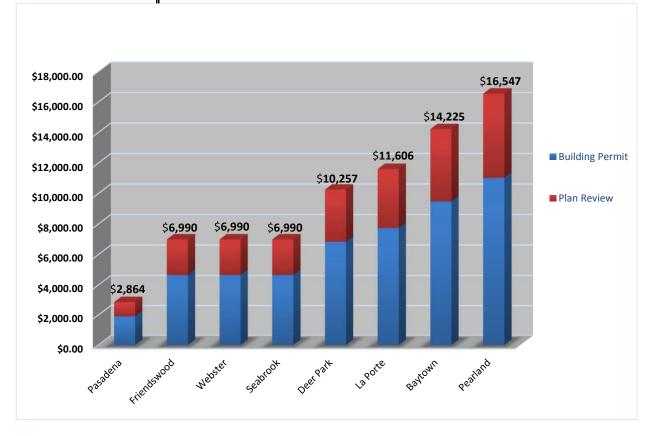


COMMERCIAL PERMIT COMPARISON

With 10% Permit Fee Increase & Increase Plan Review to 50%

Based on a valuation of \$2,000,000.00 and 8,745 square feet

| | Building Permit | Plan Review | Plan Review % | Total |
|-------------|-----------------|-------------|---------------|-------------|
| Pasadena | \$1,909.00 | \$954.50 | 50% | \$2,863.50 |
| Friendswood | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Webster | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Seabrook | \$4,660.00 | \$2,330.00 | 50% | \$6,990.00 |
| Deer Park | \$6,837.90 | \$3,418.95 | 50% | \$10,256.85 |
| La Porte | \$7,737.50 | \$3,868.75 | 50% | \$11,606.25 |
| Baytown | \$9,483.10 | \$4,741.55 | 50% | \$14,224.65 |
| Pearland | \$11,031.00 | \$5,515.50 | 50% | \$16,546.50 |

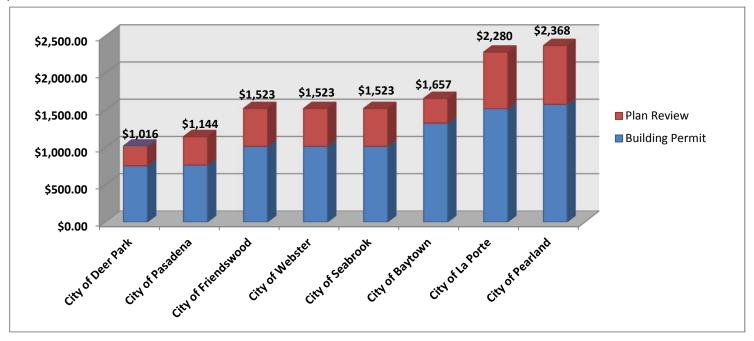


NEW RESIDENTIAL HOME PERMIT COMPARISON (3601 White Wing Lane)

Current Fees

Based on a 3,812 Square Foot Residential home valued at \$285,900.00

| | Building Permit | Plan Review | Plan Review Percentage | Total |
|---------------------|-----------------|-------------|---------------------------|------------|
| City of Door Book | | | | |
| City of Deer Park | \$752.50 | \$263.38 | 35% | \$1,015.88 |
| City of Pasadena | \$762.40 | \$381.20 | 50% | \$1,143.60 |
| City of Friendswood | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Webster | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Seabrook | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Baytown | \$1,325.76 | \$331.44 | 25% | \$1,657.20 |
| City of La Porte | \$1,520.00 | \$760.00 | 50% | \$2,280.00 |
| City of Pearland | \$1,578.50 | \$789.25 | 50% | \$2,367.75 |

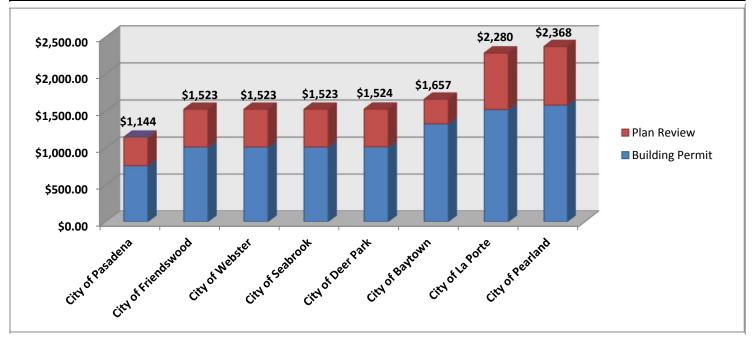


RESIDENTIAL HOME PERMIT COMPARISON (3601 White Wing)

With 35% Proposed Increases in Building Permit Fee & increase plan review to 50%

Based on a 3,812 Square Foot Residential home valued at \$285,900.00

| | | | Plan Review | |
|---------------------|------------------------|-------------|-------------|------------|
| | Building Permit | Plan Review | Percentage | Total |
| City of Pasadena | \$762.40 | \$381.20 | 50% | \$1,143.60 |
| City of Friendswood | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Webster | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Seabrook | \$1,015.00 | \$507.50 | 50% | \$1,522.50 |
| City of Deer Park | \$1,015.88 | \$507.94 | 50% | \$1,523.82 |
| City of Baytown | \$1,325.76 | \$331.44 | 25% | \$1,657.20 |
| City of La Porte | \$1,520.00 | \$760.00 | 50% | \$2,280.00 |
| City of Pearland | \$1,578.50 | \$789.25 | 50% | \$2,367.75 |





May 24, 2019 Number 21

Action Required: Building Permit Fees

City officials should immediately review the process by which residential building permit fees are calculated. Many cities currently base their building permit fees on the cost of a proposed structure or improvement. <u>H.B. 852</u> now prohibits that practice.

Specifically, the bill provides that: (1) in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

The bill was signed by the governor on May 21, and it is effective immediately. No grace period applies, so affected cities should change their system as soon as possible. Options include square footage-based fees, a flat fee schedule, or any other non-cost-based and reasonable calculation.

League staff is working with the Building Officials Association of Texas to come up with possible fee structure options, but that process will take some time. It will be shared as soon as available.

Please contact Scott Houston, TML general counsel, at shouston@tml.org with questions.

TML member cities may use the material herein for any

purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.

Schedule of Fees, Appendix B – Proposed changes

Chapter 18 - Commercial Building Fees

| \$100 and less | No fee |
|------------------------------|---|
| \$101.00 to \$2,000.00 | \$13.65 \$15.02 per thousand or fraction thereof |
| \$2,001.00 to \$15,000.00 | \$27.30 \$30.00 for the first \$2,001.00 plus $$6.00 6.60 for each additional thousand or fraction thereof, to and including \$15,000.00 |
| \$15,001.00 to \$50,000.00 | \$105.30 \$115.80 for the first \$15,001.00 plus \$6.25 \$6.90 for each additional thousand or Fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$324.05 \$356.45 for the first \$50,001.00 plus $$6.00$ \$6.60 for each additional thousand or Fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$634.05 \$697.45 for the first \$100,001.00 plus \$3.65 \$4.00 for each additional thousand or Fraction thereof, to and including \$500,000.00 |
| \$500,001.00 and up | \$2,094.05 \$2,303.45 for the first \$500,001.00 plus $$2.75$ \$3.00 for each additional thousand or Fraction thereof |

A plan review fee of 35% 50% of the building permit fee will be required on all commercial permits.

Chapter 18 - Residential Building Fees

| \$100 and less | No fee |
|------------------------------|---|
| \$101.00 to \$2,000.00 | \$7.50 per thousand or fraction thereof |
| \$2,001.00 to \$15,000.00 | \$15.00 for the first \$2,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$15,000.00 |
| \$15,001.00 to \$50,000.00 | \$80.00 for the first \$15,001.00 plus \$4.00 for each additional thousand or Fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$220.00 for the first \$50,001.00 plus \$3.25 for each additional thousand or Fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$382.50 for the first \$100,001.00 plus \$2.00 for each additional thousand or Fraction thereof, to and including \$500,000.00 |
| \$500,001.00 and up | \$1,182.50 for the first \$500,001.00 plus \$1.50 for each additional thousand or Fraction thereof |

Residential building plan review fees:

A plan review fee of 35% of the building permit fee will be required on all residential permits

Chapter 18 - Residential Building Fees

| New Residential Structures & Additions: | \$ 0.50 per square foot |
|--|----------------------------------|
| Interior Remodels, Demolitions and other misc. | \$ 0.35 per square foot |
| Accessory Structures (storage buildings, detached garages, etc.) | \$ 0.35 per square foot |
| Driveways, sidewalks, carports, patios, patio covers and siding | \$ 0.10 per square foot |
| Roofs Replacements | \$ 60.00 flat fee |
| Foundation Repairs | \$ 4.25 per pier |
| Windows Replacement | \$ 13.00 per window |
| Swimming Pools | \$450.00 flat fee |
| Fences | \$ 20.00 first 50 linear feet |
| | \$ 10.00 each additional 50 foot |

City of Deer Park – Appendix B, Schedule of Fees

Chapter 34, Section 34-25, Fees for Emergency Medical Services

| | Current | Proposed |
|--|------------|------------|
| (1) Treatment/Assistance only (no transport to medical facility; includes lift assist) | \$100.00 | \$150.00 |
| (2) Transport to medical facility of a resident of the city | | |
| Basic life support (BLS), plus supplies, services, medication ¹ | \$800.00 | \$900.00 |
| Advanced life support level 1 (ALS1), plus supplies, services, medication ² | \$900.00 | \$1,000.00 |
| Advanced life support level 2 (ALS2), plus supplies, services, medication ³ | \$1,000.00 | \$1,200.00 |
| (3) Transport to medical facility of a nonresident of the city | | |
| BLS, plus supplies, services, medication ¹ | \$900.00 | \$1,200.00 |
| ALS1, plus supplies, services, medication ² | \$1,000.00 | \$1,300.00 |
| ALS2, plus supplies, services, medication ³ | \$1,100.00 | \$1,500.00 |
| (4) Mileage charge per loaded mile for all transports | \$15.00 | \$21.00 |
| (5) Industrial response, plus nonresident rate, supplies, services, medication | \$1,500.00 | \$2,000.00 |
| (6) Life flight, plus resident or nonresident rate, supplies, services, medication | \$1,000.00 | \$1,000.00 |
| (7) Fees for supplies and services: | | |
| Oxygen administration | \$125.00 | \$175.00 |
| ALS Disposables/Supplies | \$375.00 | \$445.00 |
| BLS Disposables/Supplies | \$225.00 | \$275.00 |
| Additional Supplies - Airway Management | | \$115.00 |
| Additional Supplies - IV Therapy | | \$310.00 |
| Additional Supplies- EKG Interpretation | | \$315.00 |
| Emergency Rate | | \$115.00 |
| Pulse Oximeter | | \$115.00 |
| (8) Fees for medications: | | |
| Adenosine 6mg | \$150.00 | \$150.00 |
| Adenosine 12mg | \$195.00 | \$195.00 |
| Albuterol 2.5mg | \$25.00 | \$25.00 |
| Amiodarone | \$165.00 | \$165.00 |
| Atropine Sulphate | \$25.00 | \$25.00 |
| Benadryl 50mg/1ml | \$25.00 | \$25.00 |
| Dextrose 50% | \$25.00 | \$25.00 |
| Dextrose 25% | \$25.00 | \$25.00 |
| Dopamine | \$30.00 | \$30.00 |
| Epinephrine 1:1,000 | \$35.00 | \$35.00 |

| | Current | Proposed |
|------------------------------|---------------|----------|
| Epinephrine 1:10,000 | \$35.00 | \$35.00 |
| Etomidate | \$65.00 | \$65.00 |
| Glucagon | \$230.00 | \$230.00 |
| Ipratroprium/Atrovent | \$15.00 | \$15.00 |
| Lidocaine 100mg | \$25.00 | \$25.00 |
| Lidocaine IV Drip | \$60.00 | \$60.00 |
| Midazolam | \$25.00 | \$25.00 |
| Magnesium Sulphate | \$30.00 | \$30.00 |
| Morphine Sulphate | \$30.00 | \$30.00 |
| Naloxone HCL | \$90.00 | \$90.00 |
| Promethazine | \$25.00 | \$25.00 |
| Sodium Bicarbonate | \$25.00 | \$25.00 |
| Sodium Nitrate | \$45.00 | \$45.00 |
| Sodium Thiosulphate | \$55.00 | \$55.00 |
| Solu-Medrol 125mg | \$80.00 | \$80.00 |
| Solu-Medrol 1g | \$125.00 | \$125.00 |
| Thiamine | \$35.00 | \$35.00 |
| Valium | \$30.00 | \$30.00 |
| Vasopressin | \$25.00 | \$25.00 |
| Vecuronium | \$25.00 | \$25.00 |
| Other medications not listed | Cost plus 50% | |

Notes

^{1.} BLS: Basic life support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.

^{2.} ALS1: Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.

^{3.} ALS2: Advanced life support, level 2 (ALS 2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including either the administration of three or more different medications by intravenous push/bolus or by continuous infusion or the provision of at least one of the following ALS procedures: manual defibrillation/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; or intraosseous line.

^{4.} ALS Assessment: An advanced life support (ALS) assessment is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment.