

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

## CALL TO ORDER

## COMMENTS FROM AUDIENCE

1. Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) [EXS 20-001](#)  
V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):
  - a. Consultation with City Attorney - (551.071) Potential Litigation
    - Recommended Action:** No action will occur. Discussion only in Executive Session.
    - Department:** City Manager's Office
2. Discussion of potential professional services for programming and master planning for the Jimmy Burke Activity Center and surrounding property. [DIS 20-002](#)
  - Recommended Action:** Discussion only during Workshop.
  - Attachments:** [AGREEMENT FOR ARCHITECTURAL SERVICES BRW Architects 12.16.19](#)  
[RFQ-Jimmy Burke Activity Center](#)  
[BRW Architects SOQ - Jimmy Burke Activity Center](#)  
[JBAC RFQ scoring sheet](#)

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*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.*

3. Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

[DIS 19-134](#)

**Recommended Action:** Discussion by council.  
**Department:** Chief of Police Grigg and Police  
**Attachments:** [2021 STEP Comp Budget Narrative](#)  
[Comp Full City](#)  
[Comp Zone 1](#)  
[Comp Zone 2](#)  
[Comp Zone 3](#)  
[Mayor's Resolution STEP Comp FY 2021](#)  
[2021-DeerPark-S-1YG-00037 \(2\)](#)

4. Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.

[DIS 19-135](#)

**Recommended Action:** Discussion by council.  
**Department:** Chief of Police Grigg and Police  
**Attachments:** [2021 STEP CMV Budget Narrative](#)  
[2021-DeerPark-S-CMV-00014 \(2\)](#)  
[CMV Enforcement Zone](#)  
[Mayor's Resolution STEP CMV FY 2021](#)

5. Discussion of issues relating to parking complaints in Deer Park neighborhoods

[DIS 20-003](#)

**Recommended Action:** Discussion only in Workshop  
**Department:** City Manager's Office and Police

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
January 3, 2020

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

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## Legislation Details (With Text)

**File #:** EXS 20-001    **Version:** 1    **Name:**  
**Type:** Executive Session    **Status:** Agenda Ready  
**File created:** 12/30/2019    **In control:** City Council Workshop  
**On agenda:** 1/7/2020    **Final action:**  
**Title:** Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):  
a. Consultation with City Attorney - (551.071) Potential Litigation  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council Workshop		

Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

- a. Consultation with City Attorney - (551.071) Potential Litigation

**Summary:**

The City Council will adjourn into Executive Session to discuss with the City Attorney potential litigation.

**Fiscal/Budgetary Impact:**

n/a

No action will occur. Discussion only in Executive Session.



## Legislation Details (With Text)

**File #:** DIS 20-002    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 12/23/2019    **In control:** City Council Workshop  
**On agenda:** 1/7/2020    **Final action:**  
**Title:** Discussion of potential professional services for programming and master planning for the Jimmy Burke Activity Center and surrounding property.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [AGREEMENT FOR ARCHITECTURAL SERVICES BRW Architects 12.16.pdf](#)  
[RFQ-Jimmy Burke Activity Center](#)  
[BRW Architects SOQ - Jimmy Burke Activity Center](#)  
[JBAC RFQ scoring sheet](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council Workshop		

Discussion of potential professional services for programming and master planning for the Jimmy Burke Activity Center and surrounding property.

On May 29, 2019, the City received Statements of Qualifications (SOQs) from architectural firms pursuant to a Request for Qualifications (RFQ) for Architectural Services for programming and master planning of the Jimmy Burke Activity Center. A discussion item on the August 20<sup>th</sup>, 2019 City Council Workshop agenda discussed the selection process and what the potential professional services could entail. BRW was selected as the most qualified architecture firm. Staff proposed that the City proceed to the next step of the selection process by attempting to negotiate a contract at a fair and reasonable price with the No. 1 ranked firm, Brown Reynolds Watford, Inc. (BRW). Once negotiated, a proposal would be will be brought back to Council for consideration/approval.

Staff has negotiated a proposed agreement with BRW and will be providing an update on the process during this January 7, 2020 City Council Workshop item. The proposed project consists of providing a Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area to determine the appropriate building and facility improvements, and budgets to develop a new activity center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex and surrounding Area. The study will provide several options of how the new Activity Center could be used throughout the year as well as possible phasing options for further development of the Athletic Complex. The athletic park assessment will analyze the existing athletic complex and determine several possible locations for the new Activity Center. BRW Architects will analyze the existing athletic complex to studying vehicle traffic and parking, pedestrian circulation, way finding, restroom facilities, hardscape deficiencies, landscape deficiencies, building and fire code deficiencies, as well as ADA deficiencies.

The proposed agreement does not include any construction design or construction administration

services as no funding is allocated for these services or for construction.

The RFQ, RFQ scoring sheet, Statement of Qualifications (SOQ) submitted by BRW, and Architectural Services Contract are attached.

\$ 50,000 Funds allocated in Capital Improvements Fund in FY19-20 budget

\$ 26,400 Professional Services Expenses: BRW

\$ 23,600 Remaining funds for professional service for the Jimmy Burke Activity Center.

Discussion only during Workshop.

## AGREEMENT FOR ARCHITECTURAL SERVICES

### **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area**

This Agreement is made and entered into in Deer Park, Harris County, Texas on the **15** day of **October 2019**; by and between

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

And

**Brown Reynolds Watford Architects, Inc. (BRW Architects)**, ARCHITECT(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 ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains **Brown Reynolds Watford Architects, Inc. (BRW Architects)** to perform ARCHITECTURAL services related to the design and construction of the **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

#### **ARTICLE 1. SCOPE OF WORK**

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ARCHITECT. 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 ARCHITECT 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 ARCHITECT.

## **ARTICLE 2. COMPENSATION**

- 2.1 ARCHITECT 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 Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to **\$26,400**. ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT 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 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT 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 ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT 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 ARCHITECT to have access to any site or property.

## **ARTICLE 4. PERFORMANCE OF SERVICE**

- 4.1 ARCHITECT’S services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT 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 ARCHITECT’S services are to be performed is exceeded for reasons outside of ARCHITECT’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 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

## **ARTICLE 6. STANDARD OF CARE & WARRANTY**

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL 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. ARCHITECT also agrees to perform its ARCHITECTURAL 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.
- 6.2 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 ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, 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 ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

## **ARTICLE 7. INSURANCE**

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT 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 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT 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 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LIABILITY.

8.2 ARCHITECT 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 ARCHITECT 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 ARCHITECT's reserved rights.

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

## **ARTICLE 10. INDEPENDENT CONTRACTOR**

10.1 The ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT 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, ARCHITECT 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, ARCHITECT 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 ARCHITECT are adverse to one-another in any such litigation.

13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT 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, ARCHITECT 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 ARCHITECT 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.

**Brown Reynolds Watford Architects, Inc.**

By *Ray Holliday*

**Ray Holliday, AIA, ASLA, LI**  
Name

**Principal**  
Title

**October 17, 2019**  
Date

—

**The City of Deer Park**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **SCHEDULE A SCOPE OF WORK**

The proposed project consists of providing **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** to determine the appropriate building and facility improvements, and budgets to develop a new activity center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex and surrounding Area. The study will provide several options of how the new Activity Center could be used throughout the year as well as possible phasing options for further development of the Athletic Complex. The athletic park assessment will analyze the existing athletic complex and determine several possible locations for the new Activity Center. BRW Architects will analyze the existing athletic complex to studying vehicle traffic and parking, pedestrian circulation, way finding, restroom facilities, hardscape deficiencies, landscape deficiencies, building and fire code deficiencies, as well as ADA deficiencies.

### **Comprehensive Facilities Study includes the following:**

#### **Activity Center**

BRW Architects will provide conceptual design of the new Activity Center. The new Activity Center will consist of approximately 25,000 square feet of multi-use space to be used for various events throughout the year. The facility will also have a visitor center to aid in activities and current events as well as a museum reflecting the city's past. The building will be designed to current international and local codes. BRW will propose 3 possible solutions of various designs to meet the city's needs.

#### **Master plan of the Athletic complex**

BRW will analyze the characteristics of the site focusing in on the function of the site during normal usage as well as peak usage. We will review the vehicular circulation into, out of, and through the site during the day as well as projected traffic during large events. We will review sun angles, wind patterns, existing utilities, topography, existing vegetation, flood plain and drainage. BRW Architects will also analyze pedestrian circulation, way finding, restroom facilities, hardscape, landscape, building and fire code, as well as ADA.

For both Activity Center and Master Plan the following 5 services will be provided:

1. **Site Analysis**

The Site Analysis will analyze the existing conditions of the site. BRW will provide summary report and a conceptual site plan drawing. We will also review city codes and ordinances for detention and building setbacks. BRW has a checklist of over 30 characteristics to analyze the existing site for compliance.

2. **Programming**

BRW along with the City of Deer Park will develop a program of space needs for the new Activity Center and Athletic Complex Master Plan. The program will include a summary of each room and the proposed sizes. The program will be critical in examining the configuration of the building onto the site, such as public/private separation. The program will also include increased parking requirements, site lighting, additional sidewalks, landscaping, and hardscape.

3. **Conceptual Design**

BRW will provide a conceptual floor plan with room layouts and sizes identified from programming. Included in conceptual design will be a site plan indicating drives and parking, and landscaping. A master plan for future development will also be included in conceptual services.

4. **Computer Imaging**

Computer images will consist of up to four (4) 3-D computer images for the Activity Center and four (4) 3-D computer images of the Site and Master Plan design. The images will include building massing, materials, doors, windows, and other general detail information. The site will indicate hardscape vs plantings along with the sports fields as well as other details.

5. **Cost Proposal**

Concept statement of probable cost forecasted for construction in 2020. Statement of probable cost will analyze construction costs as well as total project costs breakdown for the new Activity Center and Athletic Park improvements.

The first step in a feasibility study is developing programming. BRW, working with the City, will develop a program of spaces and needs for the new facility. BRW will compose a summary sheet listing the spaces, functions, amenities, special requirements, required adjacencies, type of lighting, outdoor furniture, signage, and proposed occupancy. BRW will also include a detailed summary of the proposed uses and spaces. BRW will provide 10 copies in a bound booklet.

Code research. BRW will research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, TAS, TX Dot, and TCEQ by identifying requirements and restrictions related to the new building.

Conceptual Design. BRW will provide three schemes for conceptual design of the facility. Upon review of the schemes, one of the schemes is selected for modification and further development in Conceptual Design. The Architect shall provide Conceptual Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored site plans, floor plans and exterior/interior 3-D images. BRW will submit 10 copies (11 x 17) of the conceptual designs for the Owner's review and comment.

Statement of Probable Cost. BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot. BRW will submit 10 copies of the (8 ½ x 11) estimate.

Meetings / Presentations: We are anticipating two (2) visits for council presentations and five (5) visits for the data gathering design meetings for a total of 7 visits.

## **ARCHITECTURAL Services:**

**Brown Reynolds Watford Architects, Inc. (BRW Architects)** presents this proposal to complete design ARCHITECTURAL and construction services. **Brown Reynolds Watford Architects, Inc. (BRW Architects)** will complete the following tasks:

1. Attend one site visit with City representatives for programming/preliminary design purposes.
2. Acquire and review any existing site topographical data to determine if additional data is needed.
3. Prepare a **Feasibility Study and Building Assessment** for the **Jimmy Burke Activity Center and Surrounding Area** project. The ARCHITECT report will determine the appropriate building and facility improvements, and budgets to develop a new Activity Center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex. BRW Architects will utilize and make ready any existing City standard details as relative to the project.
4. See Attachment A for review schedule.
5. BRW Architects will make two (2) presentations to the City Council for their approval of the design. See Attachment A.
6. See Attachment A for deliverables.
7. ARCHITECT will provide design and technical support. The scope of this task includes coordination with the City on design issues as requested. BRW Architects will make two (2) presentations to the City Council for their approval of the design.
8. ARCHITECT will formally communicate with the City via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution.
9. See Attachment A for deliverables and schedule.
10. ARCHITECT will review and advise on any design modification or changes suggested by the City.

## **Design Completion:**

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** facility. ARCHITECT will hold a design review meeting with the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents).

For the 30% design deliverable, the specification and plan sheets will include:

**See Attachment A.**

For the 60% design deliverable, the specification and plan sheets will include:

**See Attachment A.**

For the 90% design deliverable, the specification and plan sheets will include:

**See Attachment A.**

The 100% Analysis Report will include: Site Analysis, Programming, Conceptual Design, Computer Imaging and Cost Proposals. See Attachment A for the Deliverables.

## SCHEDULE B

### COMPENSATION AND RATES

Position	Rate
Principal	\$ 190.00
Project Manager	\$ 160.00
Senior ARCHITECT – MEP	\$ 140.00
Project ARCHITECT	\$ 120.00
ARCHITECT in Training	\$ 90.00
CAD Technician	\$ 75.00
Administration	\$ 60.00

#### COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$26,400.00** to be invoices monthly based on the percentage of the hourly not to exceed amount projected.
- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

##### Design of Master Plan

1. Site Analysis	\$1,200
2. Programming	\$800
3. Master Plan	\$4,200
4. Over all Site layout and 3-D Renderings	\$2,800
5. Estimated Construction costs	<u>\$600</u>
<b>SUBTOTAL</b>	<b>\$9,600</b>

##### Design of Activity Center

1. Site Options	\$800
2. Programming	\$1,600
3. Conceptual Design	\$5,400
4. Site Design and 3-D Renderings	\$4,600
5. Estimated Construction costs	<u>\$1,200</u>
<b>SUBTOTAL</b>	<b>\$13,600</b>

Write narratives and format the final report

\$3,200

**\$3,200**

**NOT-TO-EXCEED BASIC SERVICES FEE**

**\$26,400**

#### PROJECT SCHEDULE:

We anticipate the Feasibility Study to be completed in **90 calendar days** upon notice to proceed from the City of Deer Park.



**REQUEST FOR QUALIFICATIONS**

**ARCHITECTURAL SERVICES FOR  
PROGRAMMING AND MASTER  
PLANNING OF THE JIMMY  
BURKE ACTIVITY CENTER AND  
SURROUNDING AREA**

**500 W. Thirteenth St.  
Deer Park, TX 77536**

**Prepared by  
City of Deer Park  
Parks and Recreation Department**

## **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

Sealed Statements of Qualifications addressed to the City Secretary of the City of Deer Park, Harris County, Texas will be received at the Deer Park City Hall, 710 E San Augustine St., Deer Park, Texas until **2:00 p.m. (CDST), Wednesday, May 29, 2019, for professional architectural services relative to the programming and master planning of the Jimmy Burke Activity Center and surrounding area for the City of Deer Park.** Any Statement received after closing time will be returned unopened.

Statements should be submitted to the Office of the City Secretary, City of Deer Park, 710 E San Augustine, Deer Park, Texas 77536, in an envelope no smaller than 8 ½" x 11" and clearly marked in the lower left hand corner:

### **REQUEST FOR QUALIFICATIONS**

Jimmy Burke Activity Center

May 29, 2019

The City of Deer Park reserves the right to reject any and all qualification statements, and to waive informalities. The City Council's decision will be final.

Charlie Sandberg  
Director of Parks and  
Recreation  
City of Deer Park, Texas

**ARCHITECTURAL SERVICES FOR PROGRAMING AND MASTER  
PLANNING OF THE JIMMY BURKE ACTIVITY CENTER AND  
SURROUNDING AREA**

• **GENERAL INFORMATION**

**1. Introduction**

The City of Deer Park (City) requires Architectural Services for the development of a master plan for the property where the current Jimmy Burke Activity Center currently sits and to include the design of a new multi-use activity Center. This procurement is made per the Texas Professional Services Procurement Act.

**2. Background**

The city is considering constructing a new activity center and is seeking a firm to master plan the area within the boundary depicted on the attached Exhibit 1. The firm will be tasked with programming the interior of the new facility and developing a master plan depicting the location of the new facility while maintaining synergy with the existing building and overall site. Traffic flow, parking and infrastructure improvements are critical components of this project.

The existing Jimmy Burke Activity Center is located at 500 W. Thirteenth St. in Deer Park, TX. The facility is 25,000 sq. ft. and is utilized for a variety of events. The facility consists a kitchen area, 2 sets of men's and women's restrooms, several storage areas, a roll up door in loading area and is divided in half by a permanent interior wall. The building shares a 45 acre property with several additional City facilities that include Minchen Athletic Complex, Girls Softball Complex, and Ella and Friends Dog Park. A pipeline corridor dissects a portion of the project site. Parking lots are located on the West and East side of the Jimmy Burke Activity Center and on the South side of the Girls Softball Complex.

**3. Objectives**

The City envisions a new Activity Center to accommodate increasing service demands. In addition, the City would like to see the surrounding area master planned to incorporate the Jimmy Burke Activity to best utilize the city owned property.

The selected architectural firm will initially be charged with:

- identify facility space and functionality needs in keeping with industry standards, State of Texas and other legal requirements and the unique needs of Deer Park;
- Determine the facility size based on population projections and facility usage to accommodate for current and future needs.
- Provide preliminary conceptual plans and opinion of probable construction cost with each plan.
- Provide an overall master plan that utilizes the facilities future footprint and redesign in a way that provides synergy throughout the city owned property. Please refer to map in "Exhibit 1".

#### **4. Scope of Services**

The selected firm(s) shall have experience in the programming and master planning facilities of similar size and composition as the projects listed above. It is expected that the qualified firm(s) will have a sufficient level of innovation and design expertise. The committee will pay particular attention to the proposed design team and their recent experience working together as a cohesive group on projects of similar size and scope. It is expected the qualified firm(s) should have sufficient experienced staff and a workload free from constraints to produce services in a timely manner.

The following services will be required:

- The selected firm will be tasked with developing a master plan of the ±45 acre tract to include a new activity center, existing Jimmy Burke Activity Center, Ella and Friends Dog Park, Minchen Athletic Complex, Girls Softball Complex and surrounding green space in a manner that is in the best interests and use of City property (See attached Exhibit 1).
- Comprehensive master plan programming to include information on facilities, land usage, parking, existing and new infrastructure, landscaping, etc. In addition, programming will determine current and future needs for space, storage, staff functionality, citizen accessibility, visitor center needs, kitchen and catering areas, multi-use meeting rooms, multi-use common areas, loading dock, trash receptacle enclosure, etc.
- Firm shall provide renderings, elevations, conceptual site and floor plan(s) of the proposed building identifying its location on the site including parking areas for patron, vehicle accessibility and any infrastructure improvements.
- Inside the new activity center provide a description and spatial relationships of all major services areas that include detailed square footage requirements, the functions that take place within each area, as well as the equipment, furniture, and storage needs and capacity to be served in each area.
- Firm shall identify and provide locations of existing utilities and infrastructure up to and including water lines, lift stations, electrical lines, sewer lines, non-city owned utilities, light poles, storm water drainage, etc. This information is to be utilized in all design aspects of the new facility.
- Provide a preliminary conceptual design addressing, but not be limited to, acoustics, equipment, technology, environmental controls, security, lighting, furnishings, seating, access to and from the site and compliance with local, state, and federal regulations.
- The firm shall provide a line item detailed preliminary opinion of the probable construction cost.

#### **5. Restrictions on Lobbying Activity**

Respondents are prohibited from directly or indirectly communicating with City Council Members regarding the firm's qualifications or any other matter related to the eventual award of a contract for the services requested under this Request for Qualifications. Applicants are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification from the selection process.

Upon issuance of the Request for Qualifications, all communications and requests for clarification or objections shall be directed in writing to the Parks and Recreation Department for response, determination and dissemination to all firms. Any communication by firms or

their representatives toward other city officers or employees regarding this Request for Qualifications or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

- **Statement of Qualifications and Organization**

The firms must submit one (1) original plus four (4) copies of the request for qualifications and one (1) electronic request for qualifications on a USB stick. **Sealed request for qualifications should be addressed to the City Secretary's Office, City of Deer Park, 710 E San Augustine St., Deer Park, Texas 77536, and will be received until 2:00 p.m., May 29, 2019.** Request for qualifications must be properly signed with a manual signature of an authorized agent of the firm. All request for qualifications must be packaged in a sealed envelope or package and be clearly marked on the outside with the firm's name and address and the following written information:

**REQUEST FOR QUALIFICATIONS  
Jimmy Burke Activity Center  
City of Deer Park  
Deadline: 2:00pm on May 29, 2019**

The firms mailing their request for qualifications must allow sufficient time for delivery of their request for qualifications by the time and date specified. Late request for qualifications will not be accepted.

### **1. Proposal Organization and Format**

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as show below. Each section should be separated by tabs and labeled.

- Cover clearly displaying the title of the RFQ
- Table of Contents
- Introductory letter, to include name and contact information for the primary City contact with the firm
- A narrative demonstrating that the firm understands the project
- A proposed work plan detailing the tasks to be completed as listed under Scope of Services
- A statement of the qualifications of the team, including work experience, organizational chart and personnel resumes. Resumes are limited to two pages per person
- History and background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office.
- A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- Each project shall include the team members responsible for the design and oversight of the projects.
- Reference Data Sheets (minimum 3)

- **Litigation and Ethics**
  - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
  - Provide detail of any ethics violations or board actions within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- **Proof of Insurability**
- **Conflict of Interest Questionnaire**
- **Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.**

- **Public Information Notification**

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFQ to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the City will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of RFQ information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential”. Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

- **REQUEST FOR QUALIFICATIONS SELECTION AND AWARD PROCESS**

**1. Request for qualifications Scoring and Selection**

The purpose of the request for qualifications is to demonstrate the firm’s qualifications, competence, capability and capacity to meet the City’s requirements. An evaluation committee will review the request for qualifications submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection

**2. Evaluation Criteria**

Evaluation of the request for qualifications received may consider but shall not be limited to the following review criteria:

- **General Quality and Adequacy of Response** **25%**
  - Completeness and thoroughness, responsiveness to terms and conditions
  - Understanding of the project
  - Degree of interest shown in undertaking the project

- **Organization, Personnel, and Experience (25 points each) 75%**
  - Demonstrated experience in accomplishing similar projects, especially involving design of large multi-purpose facilities or event centers for municipalities.
  - Qualifications, experience, and longevity of the proposed team members who will design and oversee the construction of the proposed facility.
  - Demonstrated experience in visioning and consensus building on a local government level.
  - Knowledge and familiarity with local conditions.
  - Firm's history of ethics violations or board actions.
  - Demonstrated capability of firm to meet schedules and deadlines
  - Demonstrated capability to complete projects without having major cost escalations, change orders or overruns

## **2. Right to Reject Request for qualifications and Contract Terms**

The City of Deer Park reserves the right to reject any and all request for qualifications. If contract negotiations cannot be concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

## **3. Funding Out**

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

## **• Offer and Certifications**

- 1.** Submission of the Statement of Qualification constitutes an offer which shall remain open and irrevocable for a period of 90 days from the due date for submitting the Statement of Qualifications.
- 2.** Submission of a Qualification Request for qualifications indicates the acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the Qualification submitted and confirmed in the contract between City and the firm selected. The City reserves the right without prejudice to reject any or all submissions.
- 3.** By submitting a request for qualifications the proponent certifies that Proponent is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.
- 4.** By submitting a request for qualifications, each proponent certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
- 5.** By submitting this qualification statement the firm is confirming they have read through the City of Deer Parks standardized professional services contract and understand NO changes can be made to the contract (see attached Exhibit 2).

## REFERENCE DATA SHEET

PROVIDE AT LEAST THREE (3) REFERENCES REPRODUCE SHEET AS NECESSARY

Architectural Firm:

Provide client name, location, contact person, telephone number and appropriate information on contracted services that are similar to this solicitation document.

1. Client: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Project Begin & End Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_

Services Provided: \_\_\_\_\_

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

2. Client: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Project Begin & End Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_

Services Provided: \_\_\_\_\_

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

3. Client: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Project Begin & End Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_

Services Provided: \_\_\_\_\_

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

**INSTRUCTIONS FOR  
CONFLICT OF INTEREST QUESTIONNAIRE**

1. If you have a conflict of interest in doing business with the City of Deer Park, please use “Form CIQ”, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete “Form CIQ”, Conflict of Interest questionnaire:
  - Put the name of bidder and name of company in block #1.
  - If any person employed by proposer or proposer’s company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
  - Sign in block #7.
4. Listings of City elected officials and local government officers may be found on the City’s Web site: [www.deerparktx.gov](http://www.deerparktx.gov).
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXHIBIT 1**  
**OVERALL SITE MAP**



**EXHIBIT 2**

**SAMPLE ARCHITECTURAL & DESIGN SERVICES AGREEMENT**

**AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES**

**For**

**ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE JIMMY BURKE ACTIVITY**

**CENTER AND SURROUNDING AREA**

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

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

And

\_\_\_\_\_, **Inc.** ARCHITECT(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 ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains \_\_\_\_\_ to perform ARCHITECTURAL services related to the programming, design and construction of a \_\_\_\_\_ in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

**ARTICLE 1. SCOPE OF WORK**

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Schedule A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Schedule A are based on information provided by DEER PARK and ARCHITECT. 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 ARCHITECT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

## **ARTICLE 2. COMPENSATION**

- 2.1 ARCHITECT 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 Schedule B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$\_\_\_\_\_ ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT 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 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT 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 ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT 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 ARCHITECT to have access to any site or property.

## **ARTICLE 4. PERFORMANCE OF SERVICE**

- 4.1 ARCHITECT’S services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT 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 ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT'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 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

#### **ARTICLE 6. STANDARD OF CARE & WARRANTY**

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL 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. ARCHITECT also agrees to perform its ARCHITECTURAL 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.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of final completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, 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 ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

#### **ARTICLE 7. INSURANCE**

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT 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 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT 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 ARCHITECT 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 ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.**

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

8.2 ARCHITECT 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 ARCHITECT 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 ARCHITECT's reserved rights.

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

#### **ARTICLE 10. INDEPENDENT CONTRACTOR**

10.1 The ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT 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, ARCHITECT 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, ARCHITECT 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 ARCHITECT are adverse to one-another in any such litigation.

13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT 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, ARCHITECT 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 ARCHITECT 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.

**(ARCHITECTs Name)**

By \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_

**The City of Deer Park**

By \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE A  
SCOPE OF WORK**

The proposed project consists of providing construction drawings and specifications for a proposed \_\_\_\_\_ ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING AREA Facility. The drawings and specifications will include concept design and programming for the following major components:

**ARCHITECTURAL Services & Schedule:**

[ARCHITECT's firm name] presents this proposal to complete design ARCHITECTURAL and construction services. [ARCHITECT's firm name] will complete the following tasks:

**Design Completion:**

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with (Construction Manager if applicable) and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

**Formatting Services:**

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

**EXHIBIT 3**  
**CERTIFICATE OF INTERESTED PARTIES**  
**FORM 1295**

To be completed by awarded vendor:

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
<b>3</b> 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.																			
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Controlling</td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;">             _____              Signature of authorized agent of contracting business entity              (Declarant)           </div>																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			

**Brown Reynolds Watford Architects**

**RECOGNIZED LEADERS IN MUNICIPAL DESIGN**

**CITY OF DEER PARK**

**MAY 29, 2019  
STATEMENT OF QUALIFICATIONS  
FOR PROGRAMMING AND  
MASTER PLANNING OF THE  
JIMMY BURKE ACTIVITY CENTER  
AND SURROUNDING AREA**







**BRW's** TEAM OF DESIGNERS ARE DEDICATED TO DESIGNING ACTIVITY CENTERS THAT POSITIVELY IMPACT COMMUNITY NEEDS AND MORALE.



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**RFQ: JIMMY BURKE ACTIVITY CENTER CITY OF DEER PARK, TX**

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**MAY 29, 2019**





May 29, 2019

City Secretary's Office  
 City of Deer Park  
 710 E San Augustine Street  
 Deer Park, TX 77536

**LETTER OF INTEREST: RFQ ARCHITECTURAL SERVICES FOR PROGRAMMING AND MASTER PLANNING OF THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING AREA**

**BRW Architects** is pleased to provide our qualifications to the **City of Deer Park for Architectural Services for Programming and Master Planning of the Jimmy Burke Activity Center and Surrounding Area**. We appreciate the opportunity to be considered for this project and we believe we have assembled a team that offers unparalleled professional skills and experience in master planning and activity center design. It takes a special team of designers, with passion, imagination, and a deep wealth of knowledge to quickly address challenges while simultaneously celebrating opportunities. We spend the time necessary to understand and translate the city's objectives and user's needs into the site and building space requirements. Our methodology for site development and building design is not driven by preconceived ideas, but rather we mutually prioritize project scopes and budgets. We make it our mission to leverage our expertise to help our clients achieve their goals. Goals like constructing efficient, functional, cost-effective facilities that enable the citizens to play in a safe, secure, and durable environment. We also recognize the importance of creating public spaces which are exemplary civic amenities that city leaders and residents can be proud to call their own.

Our Team has been highly acclaimed for our work in creating inspiring and durable facilities that meet the practical needs of the budget, schedule, and functional requirements. From existing facility analysis, master planning, programming, and new construction projects, we work as a team with our client. Personal service, experienced leadership, and qualified staff are critical to a successful project.

BRW has 35 years of experience specializing in municipal facilities design. BRW has been distinguished as leaders in the design of parks and recreational facilities. We have received two top state honors from TRAPS for Recreation Facility Design Excellence. In 2010, we received the Recreation Facility Design Excellence award for the Trinity River Audubon center located in Dallas, Texas. In 2012, we received the Recreation Facility Design Excellence award for the C.K. Ray Recreation and Activity Center located in Conroe, Texas.

We are most appreciative of your consideration to be a part of your team. We, without doubt, have the talent, experience, and proven success to be a visionary leader to the City of Deer Park for the design of the new multi-use activity center and the site master plan surrounding the Jimmy Burke Activity Center. I, Ray Holliday, Principal at BRW, will be your contact. I may be contacted at any time by phone - 979.694.1791 or email at rparker@brwarch.com.

We look forward to hearing from you.

A handwritten signature in black ink that reads "Ray Holliday".

RAY HOLLIDAY, AIA, ASLA, LI  
 PRINCIPAL

175 CENTURY SQUARE  
 DRIVE, SUITE 350  
 COLLEGE STATION,  
 TEXAS 77840  
 979.694.1791  
 WWW.BRWARCH.COM



# PROJECT UNDERSTANDING

Due to the increasing service demand from the growing population of Deer Park, it is our understanding that the City is seeking to design and construct a new multi-use Activity Center as part of a well-integrated master plan of the city's existing +/- 45 acre complex. The new facility will be located adjacent to the existing Jimmy Burke Activity Center, the Ella and Friends Dog Park, the Minchen Athletic Complex, and the Girls Softball Complex. The existing facilities, land usage, parking, infrastructure, and landscaping will be analyzed as well as all utilities identified. By working closely with the city staff and analyzing population projections to account for current and future needs, a detailed space program for each of the facilities will be developed. Conceptual floor plans, site plan, elevations, and renderings of the proposed facilities as well as a detailed opinion of probable construction cost will also be provided.

We understand that developing a master plan that optimizes the functionality and utilization of each facility/field while creating connectivity throughout the entire site is another key aspect to this project. Positive vehicular circulation, pedestrian circulation, infrastructure improvements, and adequate parking are critical components to the success of the master plan. We recognize the importance of these facilities and the surrounding complex as they are host to a wide range of events throughout the year, such as, summer camp, special events, Chamber of Commerce luncheons, softball and baseball tournaments, Christmas events, a Haunted Maze, 4th of July concerts and the Mayor's Breakfast. With a thoughtfully designed master plan and the addition of a new multi-use Activity Center, the City of Deer Park will undoubtedly be able to grow these events as well as offer the community members a variety of new events.





# WORK PLAN & METHODOLOGY



A challenge of many projects is maintaining the project schedule. These hurdles can be cleared, if the project team starts by clearly defining a path for effective communication and a process for decision making. Clear graphic communication, specific agendas, and sending ahead the information needed for concise meetings, are techniques we use to expedite the project and maximize time. Getting design options on the table early avoids time wasting and discouraging “what if’s” later. Again, clear and effective presentations that depict information effectively can validate the decision process and achieve consensus promptly.

The first crucial step in project planning is a meeting of key team members for an open discussion of the project vision and expectations. This meeting will establish the goals and priorities that will become the framework for all the decisions moving forward on the project.

Following a thorough information gathering process, our design team will frame overall project goals and develop reality-based decisions that will hold up over time. Based on numerous successful similar commissions, we believe the following steps form a methodical and logical Master Planning process.

## TEAM APPROACH TO COMMUNICATION

Good Communication is essential for the success of this project. Successful project management is about being available, in touch with the real challenges of the project, and understanding the issues. Good communication is about being accessible, visible, and engaged. It is not only about speaking and hearing; it is about understanding the complete picture. BRW Architects utilizes many methods of maintaining communication to all parties throughout the project. The team communications will begin with regularly scheduled meetings. These meetings will be scheduled to take place at milestones of the project and in conjunction with the monthly Progress Meetings. This is an opportunity for all parties to discuss the project status, design, and collaborate to solve any issues that may require attention. Emails, phone calls, and conference calls will be useful tools in communication. BRW Architects uses Microsoft Project software as a project management tool. This software helps to communicate scheduling goals to everyone. Additionally, meeting minutes, conversation logs, and construction logs such as submittal logs, ASI logs and RFI logs are utilized to document meetings and construction status. Through effective communication, the collaboration between the user, architects and the city will result in enhanced synergies throughout the process.

## TEAM APPROACH TO SCHEDULING

BRW prepares a work plan at the beginning of each project outlining the schedule from the start of design through post-occupancy of the Owner. This schedule is closely coordinated with the Owner’s and contractor’s schedules. The success to meeting project schedules is to collectively incorporate the input from all team members and owners. The project schedule should be “owned” by everyone, and will establish all critical and milestone dates and events throughout the project. Once this schedule is established, it should be monitored weekly throughout the design, production and construction phases. An effective tool in meeting schedules are regularly held coordination meetings, particularly through design and construction documents phases. These will provide all team members the opportunity to coordinate, have questions answered and maintain a unified direction. Additionally, it holds all team members accountable for progress during the intervening time.



If a project falls behind schedule, we immediately gather the entire project team together to prepare a recovery plan. Recognizing the abilities of each team member versus the available time is critical to assess the need for additional resources. Only with the “buy-in” of each team member will the project complete on time without sacrificing quality. Timeliness of consultants work is also critical for an integrated and coordinated design. Staying in regular contact with consultants and exchanging progress documents allows BRW to determine the true status of the project and allows time to react as appropriate.

We believe in paying as much attention to assuring timely completion of the construction as in the design. Per the specifications, the contractor is required to submit a critical path schedule. Typically this is reviewed as a team during the monthly pay application meeting to ensure the project remains on schedule. Submittals are logged and compared with the critical path deadlines to make sure that materials are received when needed. A part of our field reports is to document non-compliant construction for the contractor to address before it impacts the construction schedule and raise awareness of issues that may impact the schedule if not addressed in a timely manner.

#### TEAM APPROACH TO QUALITY CONTROL

BRW Architects is only as good as our last project. So, quality is crucial to each project we do. In addition to submitting to the City for review, we have several in-house quality control standards in place. Each project must be reviewed in accordance to our “BRW System of Excellent Architecture”, which includes a comprehensive check list that is reviewed and checked by both the project coordinator and project manager. After completion of this review, the construction documents are sent to the principal in charge for a quality control evaluation.

**PROJECT APPROACH** - Our approach to completing any project is unique; we believe each project (and client!) has its own character, its own goals, and its own needs to be addressed and solved. While we may draw upon our experience with similar projects, we look forward to working as a team to provide a custom design that fits the needs of the Jimmy Burke Activity Center. The BRW team uses a structured approach for completing each phase of the project. We pre-plan each phase by scheduling the specific tasks and phases, noting review and approval points, and identifying the roles and responsibilities of all team members. This structured approach increases management efficiency, decreases unforeseen complications on the project, and allows the user to participate in the project as well as be aware of the project at all times. For a typical construction project, we suggest the following phases and tasks for this project:

Phase	Owner	Architect	Sub-consultants
Programming & Project Kickoff Meeting	Provide requirements related to function, cost and schedule	Begin design intent model with massing concepts and site considerations	Provide feedback on initial building performance goals and requirements
Schematic Design	Provide design review and to further refine design requirements	Refine model with input from the City of Deer Park and consultants	Provide schematic designs and system interactions
Design Development	Department design reviews. Final approval of station design	Refine design. Introduce consultants to model & begin coordination	Create discipline specific design
Construction Documents	Review of documents prior to issue for construction	Finalize construction documents and specifications	Finalize discipline design and any requested models
Bidding and Negotiation	Assist with code compliance negotiations and permitting	Work with agencies on codes, plan acceptance, bidder's questions, & assist with contractor selection	Work with agencies on codes, plan acceptance, bidder's questions, RFI's
Construction Administration	Monitor construction and give input to construction	Perform construction administration and update documents with changes	Assist with RFI's and update design documents, field conditions & commissioning

## CONCEPTUAL DESIGN PHASE

The Design Team will prepare a Conceptual Site Plan solution for City of Deer Park Jimmy Burke Activity Center and Surrounding Area. The Conceptual Plan shall include, but is not limited to:

### Master Site Plan

- Recreational use areas
- Major facility uses and locations
- Develop functional relationship between facilities
- Vehicular and pedestrian circulation paths adjacent to and within the complex
- Major drainage areas and ponding areas
- Buffer areas needed between adjacent land uses
- Drawn to scale

## INPUT MEETING

The Design Team will meet with the City of Deer Park and to receive feedback and input on the Conceptual Design Phase.

## FINAL MASTER PLAN PHASE

Incorporating input from the Conceptual Design Phase, the Design Team will prepare a Master Plan to include, but not limited to:

### Master Site Plan

- Major and secondary entrances
- Vehicular circulation and parking areas
- Pedestrian circulation paths
- Major use area
- Major recreational facilities
- Passive recreational areas
- Buffer and landscape areas

## DESIGN PROCESS - DESIGN DEVELOPMENT

The Design Development documents are the foundation of a clear and buildable set of Construction Documents. Our methodical approach in managing and coordinating the entire team produces clear and complete drawings and specifications. The design is refined and coordinated with our consultant team of landscape architects, structural, civil, and electrical engineers.

The Design Development documents form the foundation for a clear and buildable set of Construction Documents. The BRW Team uses a methodical approach in managing architectural services and coordinating the A/E Team, producing drawings and specifications with high degree of clarity and completeness. Documents are overseen by the Project Manager and administered daily by the Project Architect. During this phase, the design will be refined, coordination will begin with the systems (mechanical, plumbing, electrical, etc.), and applicable details of the design will be developed in an effort to define and describe all-important aspects of the project. It is during this phase that the project itself achieves the refinement and coordination necessary for a well-constructed project.

The documents will expand to addressing greater areas of the work; and detailed requirements of the users will be incorporated. The preliminary cost estimate will be updated to verify the Design Development remains within budget. Critical decisions will be made during this phase, and many of these will be technical in nature. A formal Design Development package will be issued for review; this will include drawings, preliminary specifications and engineering calculations.

## CONSTRUCTION DOCUMENTS

Our construction documents will be produced with a high level of quality and completeness to minimize potential scheduling delays during the construction phase.

## CONSTRUCTION ADMINISTRATION

Our focus during construction is to work closely with the City of Deer Park and the Contractor to complete the project within your timeline. Construction activities are closely observed through regular site visits and formally reviewed at regular progress meetings to help ensure that the project is delivered as conceived. Good communication regular site visits, and scheduled job-site coordination meetings ensure good relationships and assist with conformance to the Construction Documents and Project Schedule.

## FIELD OBSERVATION

Field observation is a crucial component of administering the construction contract - there is nothing that replaces eyes on the site! We strategically schedule the Project Manager and Project Architect to invest quality time on site during key construction activities. The ability to study a challenge in real-time and make quick decisions saves time and money.

## PROJECT CLOSEOUT SERVICES

Project closeout is where opportunities abound for the schedule to get off track. We respond to this challenge with thorough punch list review, concise communication with contractor and persistent follow up in the final lap. Looping ahead keeps the team from getting behind.

## POST CONSTRUCTION SERVICES

The project isn't fully complete in our practice until Staff and Citizens have tested the facility in the first year and the contractor has addressed any warranty items that arise. Training on unique features is a service we offer as a part of bringing the project on line.





# TEAM QUALIFICATIONS

## PERSONNEL & CONSULTANT QUALIFICATIONS

Our goal is to give form to the vision held by the City of Deer Park and its stakeholders through a consensus-oriented design process. It is important for the design process to develop a shared sense of ownership to help build long-term project support. Making project information accessible and participatory is our way to accomplish this goal.

### **BRW ARCHITECTS, INC. - Prime Leader**

**Ray Holliday, AIA, ASLA, LI, IIDA - Principal in Charge** - Mr. Holliday will serve as Principal in Charge for BRW Architects. He will be involved in the development and organization of the project teams through the all phases of the project. He received his Masters of Architecture and Masters of Landscape Architecture from Texas A&M University and his Bachelor of Architecture from the University of Nebraska. He is a Registered Architect in the State of Texas, No. 18834. Ray brings a unique addition to the team in his attention to detail and extensive architecture design experience.

**Daniel Pesek, AIA, LEED AP - Project Manager** - Mr. Pesek is a Project Manager for BRW Architects. He will be responsible for developing a vision for the project and ensuring that it stays intact through all phases of the project. He received his Bachelor of Environmental Design in Architecture from Texas A&M University in 2006 and completed his Masters of Architecture two years later from North Carolina State University. He is a Registered Architect in the State of Texas, No. 23290. His eye for detail and passion for design have contributed to many award-winning projects for BRW Architects.

**Jennifer Bettiol, AIA - Project Architect** - As Project Architect, her responsibilities include production, schematic design and design development, project management and construction documentation of a variety of municipal project types. She is involved with client coordination, construction and budget estimations. Jennifer holds the following degrees: Master of Architecture, Texas A&M University and a Bachelor of Science in Biology / Education from SUNY at Oneonta and a Bachelors of Science in Biology / Psychology from Union College. She is a Registered Architect in the State of Texas, No. 26721. Ms. Bettiol's strong organizational skills and attention to detail enhance the systematic approach to problem solving.

### **Structural Engineer - Gessner Engineering, College Station, TX - Thomas E. Gessner, P.E., State of Texas #90967**

Mr. Gessner will serve as Structural Engineer, responsible for the structural needs assessment and structural design. Areas of technical practice include structural engineering analysis and design, general civil engineering, and stormwater management. Thomas received his Bachelor of Science in Civil Engineering Emphasis in Structural Design from Texas A&M University in 1997. Mr. Gessner has worked as a structural consultant for BRW for the last five + years and has experience with many of BRW's municipal projects. Gessner Engineering was established in November 2003. Headquartered in College Station with three branch offices in San Antonio, Forth Worth and Brenham, Texas. Gessner currently has 95+ staff members.

### **MEP Engineer - Jordan & Skala Engineers, Houston, TX - Kendy Guillaume, LEED AP BD+C**

As Associate Principal of the Jordan & Skala Houston office, Kendy Guillaume's sense of ownership for the success of his projects influences every job that comes in the door. Kendy's background includes expertise in commissioning as well as testing and balancing. His experience analyzing the final steps in start-up ensures he pays attention to the design elements with a reputation for challenge. Kendy received his Bachelor of Science in Mechanical Engineering from Tri-State University in 2001. Jordan & Skala has worked as a MEP consultant for BRW for the last ten years and has experience with many of BRW's municipal project. Jordan & Skala Engineers was founded in 1953 and has grown to be one of the largest consulting engineering firms in the US. Jordan Skala has 7 locations throughout the USA. This project would be run out of the Houston Office.

### **Civil Engineer - Strand Engineers, Brenham, TX - Robert C. Schmidt, P.E., R.P.L.S. State of Texas #50465**

Mr. Schmidt has been with O'Malley Strand Engineers in February 1982. Mr. Schmidt has performed a wide range of engineering tasks including planning, design and construction administration services for utilities, streets and drainage. Mr. Schmidt received his Bachelor of Science in Civil Engineering from Texas A&M University in 1977. O'Malley has worked as a civil sub-consultant for BRW since 2003. O'Malley Strand Engineers - Brenham has been providing Civil Engineering Services for the last 47 years. In January 2015 O'Malley Engineers, L.L.P was acquired by Strand Associates, Inc. Strand Associates has eleven offices throughout the US. This project would be run out of the Brenham Office.

# ORGANIZATIONAL CHART



Architect of Record

**Ray Holliday, AIA, ASLA, LI**  
Principal in Charge

**Daniel Pesek, AIA**  
Project Manager

**Jennifer Bettiol, AIA**  
Project Architect



**JORDAN & SKALA ENGINEERS**  
MEP Engineers  
Kendy Guillaume, LEED AP BD+C

**STRAND ASSOCIATES**  
Civil Engineer  
Robert Schmidt, PE

**GESSNER ENGINEERING**  
Structural Engineer  
Thomas Gessner, PE

**HALFORD BUSBY**  
Cost Estimating  
William McCauley - PM



# RESUMES



## Education

University of Nebraska, Bachelor of Architecture, 1989

Texas A&M University, Master of Architecture, 1992;

Texas A&M University, Master of Landscape Architecture, 2000

## Registrations

*Renewed annually 4/30/2019*

Registered Architect, State of Texas, No. 18834

Registered Landscape Architect, State of Texas, No. 2257

Registered Irrigator, State of Texas, No. 8550

## Organizations

American Institute of Architects, Member

American Society of Landscape Architects, Member

American Planning Association, Member



Lamar University Softball Complex  
Beaumont, TX

## RAY HOLLIDAY, AIA, ASLA, LI

### PRINCIPAL-IN-CHARGE

#### Specialized Expertise

Mr. Holliday, Principal, at BRW has over 28 years of experience. Ray is a nationally recognized leader in civic design, he has presented at numerous design conferences, such as TRAPS, and teaches design at Texas A&M University. Ray will be responsible for overseeing the production of architectural construction documents from conceptual design to construction administration for the City of Deer Park Jimmy Burke Activity Center and Surrounding Area. Mr. Holliday will oversee the project schedule and budget as well as coordinate and facilitate community meetings and presentations to city council. Mr. Holliday brings a unique addition to the team in his diverse international design background that is blended with an extensive architecture and landscape design expertise. He is involved in the development and organization of project teams through the activities of design development, specification coordination, construction document coordination and development, consultant coordination, client liaison and construction administration. Ray has been with BRW since 1998.

#### Representative Project Experience

- Brazos County Tax Assessor Collector Office - Bryan, TX
- **C.K. Ray Activity Center Renovation and Addition - Conroe, Texas**
- City of Bryan, Visitors Center at Coulter Square (Design Only) - Bryan, Texas
- City of Bryan Fire Station No. 2 Site Study - Bryan, Texas
- City of Bryan Fire Station No. 5 & 2 - Bryan, Texas
- City of College Station, Fire Station No. 2, 3, 5 & 6 - College Station, Texas
- City of College Station, Municipal Courts Building Renovation - College Station, Texas
- City of College Station, Police Station Addition and Renovation - College Station, Texas
- City of College Station, Senior Center (Schematic Design) - College Station, Texas
- City of College Station, Utilities and Training Center - College Station, Texas
- **City of DeSoto, Heritage Park - DeSoto, Texas**
- **City of Garland, Carter Ball Fields - Garland, Texas**
- **City of Huntsville, Outdoor Aquatic & Bathhouse - Huntsville, Texas**
- City of Port Neches, City Hall and Emergency Operations Center - Port Neches, Texas
- City of Mont Belvieu Active Senior Living Center, Mont Belvieu, Texas
- **Lamar University New Softball Complex - Beaumont, Texas**
- **Oak Lawn Neighborhood Park - Dallas, Texas**
- **PVAMU New Baseball/Softball/Track - Prairie View, Texas**
- **PVAMU New Soccer Complex - Prairie View, Texas**
- **PVAMU Track & Field Complex - Prairie View, Texas**
- **Temple Recreation Center Renovation (Design Only) - Temple, Texas**
- **Texas Tech University, Student Recreation Center Expansion - Lubbock, Texas**
- **University of Dallas, Landscaping and Recreational Areas - Dallas, Texas**
- **University of Dallas, Maher Recreation Center Addition and Renovation - Irving, Texas**
- **University of Dallas Softball Stadium - Irving, Texas**
- **UNT Track & Field Stadium & Sports Field - Denton, Texas**



## **Daniel Pesek, AIA, LEED AP BD+C**

### **SENIOR ASSOCIATE / PROJECT MANAGER**

Mr. Pesek will serve as the Project Manager for the City of Deer Park Jimmy Burke Activity Center. Daniel has experience managing and designing projects of similar scope for counties and municipalities, throughout Texas. His responsibilities would include the day to day oversight of the project including production, schematic design, design development, project management and construction documentation, client coordination, bidding and construction administration. Daniel's strong design skills and attention to detail enhance the systematic approach to problem solving utilized by BRW Architects. Daniel has been with BRW Architects since 2009.

#### **Representative Project Experience**

- Baytown Fire Station No. 6 - Baytown, TX
- Brazos County Tax Assessor Collector Office - Bryan, TX
- Brenham Fire Station No. 2 - Brenham, TX
- Bryan Fire Station No. 5 - Bryan, TX
- Burnet Fire Station No. 1 - Burnet, TX
- Cedar Park Fire Station No. 1, Feasibility Study - Cedar Park, TX
- Clearbrook City MUD, Southeast Volunteer Fire Department, Fire Station No. 1 - Houston, TX
- Clute Fire/EMS Station & Administration No. 1 - Clute, TX
- Comal County ESD #3, Canyon Lake Fire Station No. 5 - Canyon Lake, TX
- Comal County ESD #6, Bracken Central Fire Station Renovation, Feasibility Study - Garden Ridge, TX
- Conroe Fire Station No. 4 - Conroe, TX
- Crockett Fire Station No. 1 Renovation, Feasibility Study - Crockett, TX
- Galveston Central Fire Station - Galveston, TX
- Georgetown Fire Station No. 5 and Training Facility- Georgetown, TX
- Harris County ESD #28, Ponderosa Fire Station No. 61 Renovation - Spring, TX
- Harris County ESD #28, Ponderosa Fire Station No. 62 - Spring, TX
- Harris County ESD #28, Ponderosa Fire Station No. 63 - Spring, TX
- Harris County ESD #47, Westlake Fire Station No. 1 - Katy, TX
- Leander Fire Station No. 1, 4 & 5 Study (Cost Estimates Only) - Leander, TX
- Los Fresnos City Hall, Municipal Court and Police Station - Los Fresnos, TX
- Orange Central Fire Station - Orange, TX
- Pearland Fire Station No. 2, Feasibility Study - Pearland, TX
- Pharr Fire Station No. 1 & Public Safety Building, Feasibility Study - Pharr, TX
- Port Arthur Fire Station No. 4 - Port Arthur, TX
- Port Neches City Hall Complex and E.O.C. - Port Neches, TX
- South Padre Island Fire Station No. 1 - South Padre Island, TX
- Sugar Land Fire Station No. 7 - Sugar Land, TX
- Waco Fire Station No. 3 - Waco, TX
- Wallis Mynarik Park Master Plan Study - Wallis, TX
- Washington County EMS Station No. 2 - Brenham, TX

#### **Education**

Texas A&M University, Bachelor of Environmental Design, 2006

North Carolina State University, Master of Architecture, 2008

#### **Organizations**

American Institute of Architects, Brazos Chapter Secretary 2015 - present.

#### **Registrations**

Registered Architect, State of Texas, No. 23290

#### **Accreditations**

LEED Accredited Professional

#### **Publications**

Pesek, Daniel. "Haute Headquarters: South Padre Island Fire Station Combines Beauty and Durability." *Ole Decor*. Spring 2013: Pgs 34-39. Print.



C.K. Ray Recreation Center  
Conroe, TX



### Education

Texas A&M University, Master of Architecture,  
2007

SUNY at Oneonta, Bachelor of Science in Biology  
/ Education, 1992

Union College, Bachelor of Science in Biology /  
Psychology, 1990

### Organizations

American Institute of Architects, Brazos Chapter  
Secretary 2018

### Registrations

Registered Architect, State of Texas, No. 26721

### Continuing Education

College Station Citizens Police Academy

College Station Citizens Fire Academy

College Station Citizens University



YMCA Chilton  
Rockwall, TX

## Jennifer Bettiol

### SENIOR ASSOCIATE / PROJECT ARCHITECT

As a Project Architect for Brown Reynolds Watford Architects, Ms. Bettiol is responsible for the schematic design, design development, production, project management and construction documentation for a variety of projects. She is also involved with client coordination, construction administration and budget estimations for these projects. Jennifer's exceptional organization skills and eye for detail combine to ensure a quality outcome for each client. Jennifer has worked on a variety of project types while with Brown Reynolds Watford Architects. This includes successfully delivering projects for municipal, government and recreational clients. Her strong organization and communication skills are critical to her ability to successfully coordinate her projects. Jennifer has been with BRW Architects since 2006.

### Representative Project Experience

- Bell County Exposition Center Renovation - Bell County, TX
- Brazos County EOC Study - Brazos Co., TX
- Brownwood Central Fire Station - Brownwood, TX
- Brownwood Fire Station No. 2 Study - Brownwood, TX
- Bryan Fire Station No. 2 - Bryan, TX
- Bryan Fire Station No. 5 - Bryan, TX
- Carnegie Library Renovation- Franklin, TX
- College Station City Hall Feasibility Study-College Station, TX
- College Station Fire Station No. 3 - College Station, TX
- College Station Fire Station No. 6 - College Station, TX
- College Station Fire Station No. 7 Feasibility Study- College Station, TX
- College Station Municipal Courts Building Renovation -College Station, TX
- College Station Utilities and Training Center - College Station, TX
- College Station Utilities Dispatch Center - College Station, TX
- College Station Signal Shop Upgrades - College Station, TX
- College Station Municipal Court Remodel - Traffic Management Center - College Station, TX
- College Station Traffic Operations Center - College Station, TX
- Comal County ESD #3, Fire Station No. 1 & 5 - Canyon Lake, TX
- Comal County ESD #3, Training Facility Study - Canyon Lake, TX
- DeSoto Fire Station No 261 - DeSoto, TX
- El Paso County ESD #1, Fire Station No. 1 - Horizon City, TX
- Groves Municipal Complex - Police, EOC, Courts - Groves, TX
- Harris County ESD #24, Aldine Fire Station No. 21 - Houston, TX
- Harris County ESD #28, Ponderosa Fire Station No. 62- Spring, TX
- Harris County ESD #47, Westlake Fire Station - Katy, TX
- Hays County ESD #5, Miller Whitaker Fire Station No. 1 - Kyle, TX
- Leander City Hall Renovation - Leander, TX
- Leander Fire Station No. 4 - Leander, TX
- Leander Municipal Complex Facility Needs Assessment - Leander, TX
- Marbel Falls Fire Station No. 2 Study - Marble Falls, Texas
- Montgomery County ESD #1, North Montgomery County Fire & Rescue, Fire Station No. 91 Study - Willis, TX
- Montgomery County ESD #1, North Montgomery County Fire & Rescue, Fire Station No. 94 & 95 - Willis, TX
- Orange County ESD #2, Little Cypress Fire Station No. 1 Study - Orange, TX
- Pearland Senior Center - Pearland, TX
- Port Neches City Hall and E.O.C. - Port Neches, TX



## FIRM INFORMATION



### SUMMARY OF ADMINISTRATION - BRW

**College Station (Contractual Office - work to be performed) - 28 employees**

175 Century Square Drive, Suite 350  
College Station, Texas 77840  
P: 979.694.1791  
F: 979-694-8293

#### College Station Employees / Disciplines:

Licensed Architects - 4  
Administrative Support - 2  
Technical / Skilled - 22

**TOTAL College Station: 28**

#### Dallas (Corporate Headquarters) - 76 employees

3535 Travis Street, Suite 250  
Dallas, Texas 77845  
P: 214.528.8704  
F: 214-528.8707

#### Houston - 7 employees

4501 Magnolia Cove Dr, Suite 250  
Houston, Texas 77345  
P: 281.361.3800

#### San Francisco - 8 employees

1620 Montgomery Street, Suite 320  
San Francisco, California 94111  
P: 415.749.2670

#### Firm Employees / Disciplines:

Licensed Architects - 37  
Licensed Interior Designers - 3  
Administrative Support - 18  
Technical / Skilled - 60

**TOTAL FIRM - 118**

### NAMES OF PRINCIPALS IN FIRM

Craig S. Reynolds, FAIA, Managing Principal  
Mark E. Watford, FAIA, LEED AP, Managing Principal  
Gary DeVries, AIA, LEED AP, Principal  
F. Chris Ford, AIA, Principal  
Lisa W. Lamkin, AIA, CSI, LEED AP, Principal  
**Ray W. Holliday, AIA, ASLA, LI, Principal**  
Jeffrey S. Choyce, AIA, Principal

### HISTORY OF FIRM

Founded in 1984, BRW is dedicated to Excellence in Architecture. Headquartered in Dallas, Texas, we have branch studios in College Station (est. 1998), Houston (est. 2007), and San Francisco (est. 2010). Over the past 33 years, the firm has extensive experience in municipal and government projects and has worked in over 163 Texas communities with a client return rate of over 85%. BRW is a full service architectural and planning firm specializing in governmental and municipal projects.

We strive to not only provide high-quality design services displaying good value, but also strive to educate and build consensus among all project stakeholders. While our facility designs are focused on meeting operational needs, we are also committed to our client's overall community goals and reflecting the character of the city.

### YEARS FIRM HAS BEEN IN BUSINESS

BRW was founded in 1984. We have been in business for thirty-five years under the same company name. BRW is a Corporation filed with the State of Texas; May 20, 1996.

### PRIMARY CONTACT PERSON

Ray Holliday, AIA, ASLA, LI, Principal  
P: 979.694.1791; F: 9793694-8293  
rholliday@brwarch.com

### SECONDARY CONTACT PERSON

Rechelle Parker, Senior Associate  
P: 979.694.1791; F: 979.694-8293  
rparker@brwarch.com



## SIMILAR PROJECT EXPERIENCE



MONT BELVIEU, TEXAS

## THE HILLTOP AT EAGLE POINTE

The Hilltop at Eagle Pointe is a new, trendsetting active adult facility designed to specifically accommodate the community members of Mont Belvieu who are aged 55 years and older. The new 12,240 sq. ft. facility will provide many new amenities and facilitate an increased number of program offerings for The Hilltop members. Designed specifically for ease of use by aging adults, the entrance and covered drop-off is strategically located in the middle of the facility to reduce walking distances for members. The split floor plan also gives staff clearer visibility down both the activities and multi-purpose hallways.

Some of the featured new social areas include a great room for meeting and gathering, a library with a coffee bar, and a game room with a pool table, ping pong table, dart board, wall-sized scrabble board, card tables, and an entertainment center.

For increased physical exercise, the facility includes a Fitness room with treadmills and ellipticals with built-in TV's as well as stationary bikes, and machine weights. Because group fitness has always been a popular program, the new aerobics room has the capacity for up to 46 attendees and features shock absorptive flooring, mirrors for checking alignment, a ballet bar for stability, cubbies for personal belongings, and storage for additional exercise equipment.

For those members who prefer to be outdoors, the back porch is a great place for lounging with teak rocking chairs, ceiling fans, a gas grill and spectacular views of the 17th fairway on the Eagle Pointe Golf course.

### PROJECT DETAILS

*completed:* 2018  
*client:* City of Mont Belvieu  
*size:* 12,240 sq. ft.  
*final construction cost:* \$4,200,000  
*role:* Architect  
*project principal:* Ray Holliday, AIA  
*project architect:* Katherine Palumbo, AIA  
*project coordinator:* Peri Sutton, Assoc. AIA  
*client contact:*  
 Nathan Watkins, City Manager  
 City of Mont Belvieu  
 11607 Eagle Drive  
 Mont Belvieu, TX 77580  
 Phone: 281.576.2213  
 nwatkins@montbelvieu.net



CONROE, TEXAS

## C.K. RAY RECREATION & ACTIVITY CENTER

The City of Conroe provides a variety of indoor and outdoor activities. Many of these activities occur at the city's Recreation and Activity Center, which is highly utilized by the community. Due to the City of Conroe's growth, the Parks and Recreation Department commissioned the renovation and addition to their current recreation and activity center.

The Recreation Center provides comfortable, yet, generous spaces to accommodate a variety of activities, such as, yoga, junior gymnastics, basketball, volleyball, racquetball, teen zone, dancing, aerobics, spinning, and so forth. Adjacent to the cardio and weight training area, a nursery is provided, to support members' needs, in a secure visible area. Administration offices are strategically placed to provide privacy to staff, yet be available to members needs.

The entire 29,000 SF facility engenders a design appeal towards a variety of material palettes with a high attention to detail. The sweeping roof structure and angled entrance welcome visitors and community members to a spacious lobby and naturally illuminated corridors. The designed landscape features connect to other recreational features of the park and provide a sense of unity and interaction.

### PROJECT DETAILS

*completed:* 2014

*client:* City of Conroe

*size:* 29,000 sq. ft.

*cost:* \$4,022,000

*role:* Architect of Record

*team:* Ray Holliday, AIA, Project Manager

*reference:* Mike Riggins, Center Supervisor,  
936.522.3001

### AWARDS & HONORS

- 2012 Athletic Business, Architectural Showcase: Public Recreation Facilities
- 2012 TRAPS Recreational Facility Design Excellence Award
- 2011 NRPA Southwest Region Award for Outstanding Park or Facility Design - Class II
- 2011 TRAPS Region IV Award for Innovations in Park and Facility Development



## BROWNWOOD, TEXAS

# BROWNWOOD COLISEUM, TIMMINS BUILDING, AND COMMUNITY CENTER FEASIBILITY STUDY

Strongly rooted in hometown character, The City of Brownwood has successfully maintained its downtown as a civic, cultural, and entertainment center. Faced with aging landmarks and a void in event space facilities, Emily Crawford, the Brownwood City Manager reached out to BRW Architects to evaluate several City-owned properties and their possible roles in the City's vision to create gathering places for the community to interact.

The goal of this study was two-fold. As a landmark of the City of Brownwood, the Brownwood Coliseum has been an integral part of the landscape since the early 1960's. BRW Architects was asked to evaluate and prioritize the needed repairs and renovations. We were also tasked to evaluate the long-range value of the Coliseum as a City held property.

The second part of this study was to evaluate the Timmins building and the Ice House as possible event spaces and community gathering areas. To further extend the corridor between the Coliseum and the train depot, BRW looked at the possibilities of the areas surrounding the Timmins Building and Ice House, the integration of the RV area formerly utilized during the Re-Union event and lastly the Adams Street Community Center.

The final part of this study evaluated the Adams Street Community Center. Currently, the facility is well used by parks and recreation, card playing groups, art exhibits and as a meeting space for local groups. The center is in need for structural and drainage repair. Upon completion of these repairs, cosmetic improvements inside will enhance the Community Center's attractiveness for further events and gatherings. The interior has not seen improvement since the 1980's. Modernization of the facility was recommended to increase the utilization and functionality of this city owned asset.

BRW analyzed each of the existing facilities and the surrounding sites to develop a proposed master plan, site plans, renovation plans and options, and three-dimensional imagery (renderings and fly-through videos).

## PROJECT DETAILS

*completed:* 2019

*client:* City of Brownwood

*size:* 3 Buildings:

Brownwood Coliseum

Timmins Building

Adams Street Community Center

*cost:* TBD - 3 ranges were

given for each building from Minimal Updates, to Moderate Improvement, to full Building Potential \$8,848,600 to \$16,918,500

*role:* Architect

*project principal:* Ray Holliday, AIA

*project architect:* Jennifer Bettiol, AIA

*client contact:*

Emily Crawford, City Manager

City of Brownwood

501 Center Ave

Brownwood, TX 76801

Phone: 325.646.5775

[ecrawford@brownwoodtexas.gov](mailto:ecrawford@brownwoodtexas.gov)



WALLIS, TEXAS

## MYNARIK PARK MASTER PLAN

Mynarik Park is dedicated to the memory of Leona, Bessie, and Sidonie Mynarik. These three sisters grew up on a 50 acre farm near Wallis, Texas, roughly an hour west of Houston. When the last surviving sister, Sidonie, passed away in 2009, the entire property including the original farmhouse was donated to the City of Wallis along with a gift of two million dollars to develop the property into a park for the community. A significant portion of the money will be set aside and invested to fund the long-term maintenance of the park, while the remainder will be used to fund the first phase of development.

Phase one will include the most crucial elements of the park that fall within the available budget. First and foremost is the repair and cleaning of the existing farmhouse. A nearby community garden and orchard will honor the sisters' request by giving visitors a glimpse of what farm life once was. The new event hall will provide a large gathering space for family reunions, classes, scout meetings, lectures, and a variety of community events. Also included in the first phase are a new entrance drive and parking, playground area, jogging trail, two soccer fields (junior and adult), and various park amenities such as benches and picnic tables.

The long term plan reflects the desires of the City of Wallis for the best utilization of the donated land and the most benefit to their growing population. Natural areas include a fishing pond, a wetland and wildlife area which doubles as stormwater detention, and a green corridor of newly planted trees which runs through the entire park. Several new athletic facilities will be added, including softball, tennis, volleyball and basketball. The trail from phase one will expand into a full one-mile loop around the park, and more recreational amenities will be constructed including a skate park, swimming pool, splash pad, pavilions, horseshoe pits and additional playgrounds and picnic areas.

The theme of the three Mynarik sisters is celebrated and carried throughout the entire design, from the three major gathering spaces to the groupings of trees and picnic tables in threes, and all the way down to the architectural details of the new buildings and park signage. This park is truly a tribute to their memory and a constant reminder of their generosity and impact on the community of Wallis.



### PROJECT DETAILS

completed: 2014 (Study)

client: City of Wallis

team: Ray Holliday, AIA, Project Manager; Daniel Pesek, AIA, Project Architect

cost: phase 1 - \$1,200,000 (estimated)



DALLAS, TEXAS

## YMCA AT WHITE ROCK

With its close proximity to White Rock Lake and access from miles of hike and bike trails, the White Rock YMCA is designed to connect users to the natural environment. Nestled into the hillside, the building engages the site topography and takes advantage of second floor views of the Lake. The building is set back from the street to create open green space, preserving several large existing trees. The Cardio Room has a full length window wall, supplying an abundance of natural daylight and focusing views to the open green space.

Outdoor programming includes “sunshine yoga”, accessed by a winding walking trail around the property. An indoor lap pool opens out onto a large outdoor family pool and splash pad. The approximately 37,700 square foot, two-story facility will house a Child Watch area, Administration offices, Locker rooms, and Lounge. Programs at the new Y will include Cardio / Weight Room, Aerobics, Spinning, Multi-Purpose, Gymnasium, Natatorium, and outdoor Family Pool with Splash Pad.

The White Rock YMCA will be promoting healthy lifestyles beyond fitness alone. Interior building products with low chemical emissions were utilized to improve the indoor air quality. Natural daylight and views to the outdoors are a primary focus of every interior space. White Rock residents are accustomed to natural beauty and healthy activities surrounding the lake, and the new YMCA facility will continue this tradition.

### PROJECT DETAILS

*completed:* 2016

*client:* YMCA of Metropolitan Dallas

*size:* 33,350 sq. ft. New Construction

*cost:* \$9,133,000

*role:* Architect of Record

*team:* Chris Sano, AIA, Project Designer

*reference:* Stanley Thomas, VP Properties & Facilities, YMCA of Metropolitan Dallas

972.560.3809



ROCKWALL, TEXAS

## J.E.R. CHILTON YMCA OF ROCKWALL

In order to deal with population growth over the past twenty years, the YMCA at Rockwall has undergone numerous building additions. While these many expansions helped to alleviate immediate needs at the time, the lack of master planning has resulted in a facility that is not only limited on space, but is also disjointed and no longer meets the needs of its patrons.

With a new building expansion, the YMCA was determined to improve youth services, increase fitness opportunities, and inspire the community.

BRW's design solution called for the demolition of three of the previous building additions in order to make way for a new large, singular building expansion. The new building replaced the undersized Cardio room, outdated locker rooms, and provides a welcoming entrance and lounge. The increased building area also includes space for the local hospital act as a tenant. Through this new partnership, the hospital will provide health assessments to the community at the YMCA.

The new facility not only improves fitness opportunities, but it also serves to promote fitness to the community. The new building façade faces a major thoroughfare and provides much visibility to all the great things happening at the YMCA, which were previously concealed by the older buildings.

The YMCA focuses on youth development, healthy living, and social responsibility. The new facility in Rockwall not only supports this vision, but also helps to achieve it.

### PROJECT DETAILS

*completed:* 2015

*client:* YMCA

*size:* 12,364 SF New Construction

34,200 SF Total Building - Renovation

*cost:* \$12,600,000

*role:* Architect of Record

*team:* Chris Sano, AIA, Project Designer

*reference:* Stanley Thomas, VP Properties & Facilities, YMCA of Metropolitan Dallas  
972.560.3809



BEAUMONT, TEXAS

## LAMAR UNIVERSITY NEW SOFTBALL COMPLEX

The new 600 seat competition softball complex will provide stadium seating, covered bull pens, and batting cages, press boxes, and NCAA regulation field. Designed to be built in two phases, this \$2.5 million (approx.) stadium will seamlessly flow with the existing field house, ticketing, concessions, and restrooms located adjacent to the stadium. Located west of the existing soccer field and south of the existing baseball stadium, this facility will provide visual prominence to the university from US287 / 69.

The softball complex will provide the following elements:

- Gated entrance and site fencing
- Field fencing
- Natural turf field with drainage system
- Covered practice area
- Dugouts
- Scoreboard and sound system
- Sports lighting
- Seat back and bench seating
- Seating canopy
- Press boxes

### PROJECT DETAILS

*completed:* 2014

*client:* Lamar University

*cost:* \$1,600,000 (Phase I) \$1,000,000 (Phase II)

*role:* Architect of Record

*team:* Jeff Choyce, AIA, Project Manager



DALLAS, TEXAS

## TRINITY RIVER AUDUBON CENTER

The Trinity River Audubon Center is inspired by nature, while responding to the urban downtown environment only a few miles away. It is hard to imagine a place with such beauty, history and intrigue that has been overlooked by the majority of Dallas citizenry for decades. And yet, only due to this absence of attention, the majestic native trees and “Twain-like” riverbanks have been allowed to remain intact.

The Center resolves the dichotomy between man and nature within the context of the Master Plans for the Trinity River and Great Trinity Forest. As visitors enter the forest either by road or by trail, they feel a transition to the forest ecosystems, appreciate the uniqueness of this forgotten place, and understand the evolution of the land by man’s impact through domestic development.

The Center within the Trinity Forest allows people, forest, river, and wildlife to coexist without barriers or harm. This gateway for forest visitors absorbs the energy inherent to the site and distills it into an Interpretive Center that celebrates the culture of the land.

### PROJECT DETAILS

*completed:* 2008

*client:* City of Dallas

*size:* 20,975 SF

*cost:* \$10,789,400

*in association with* Antoine Predock  
*Architect*

### AWARDS & HONORS

- Planned for LEED Gold Certification
- 2009 Recreation Management Innovative Architecture & Design Award
- 2009 Dallas Business Journal Best Green Project
- 2009 North Texas USGBC Design Award
- 2008 Greater Dallas Planning Council’s Built Environment Design Award
- 2008 Texas Architect Magazine, Published
- 2007 Texas Contractor Magazine, Published

## REFERENCE DATA SHEET

### THE HILLTOP ACTIVE ADULT FACILITY, MUNICIPAL FACILITIES ANALYSIS AND MASTER PLAN

City of Mont Belvieu, Texas  
 Scott E. Swigert, MPA, Assistant City Manager  
 281.576.2213 ext 223  
 sswigert@montbelvieu.net  
 Project Begin: 4/2016  
 Project Complete: 9/2018  
 Project Budget: \$4,200,000  
 Services Provided: Principal Firm - Full A/E Design Services including Programming, Master Planning, Preliminary Design (Floor Plans, Site Plans and Renderings)

### BROWNWOOD COLISEUM, TIMMINS BUILDING, AND COMMUNITY CENTER FEASIBILITY STUDY

City of Brownwood, Texas  
 Emily Crawford, City Manager  
 325.646.5775  
 ecrawford@brownwoodtexas.gov  
 Facility Analysis and Feasibility Study for Brownwood Coliseum, Timmins Building Indoor/Outdoor Civic Gathering, Adams Street Community Center  
 Project Begin: 10/2018  
 Project Complete: 01/2019  
 Project Budget: TBD - 3 Options for improvements were given for each building from Minimal Updates to full Building Potential \$8,848,600 to \$16,918,500  
 Services Provided: Building Assessment/Analysis, Programming, Master Planning, Site Planning, Floor Plans, Elevations, 3D Renderings, Cost Estimates for 3 ranges of improvements for each building

### CITY OF LOS FRESNOS MUNICIPAL COMPLEX MASTER PLAN, CITY HALL AND COURTS BUILDING

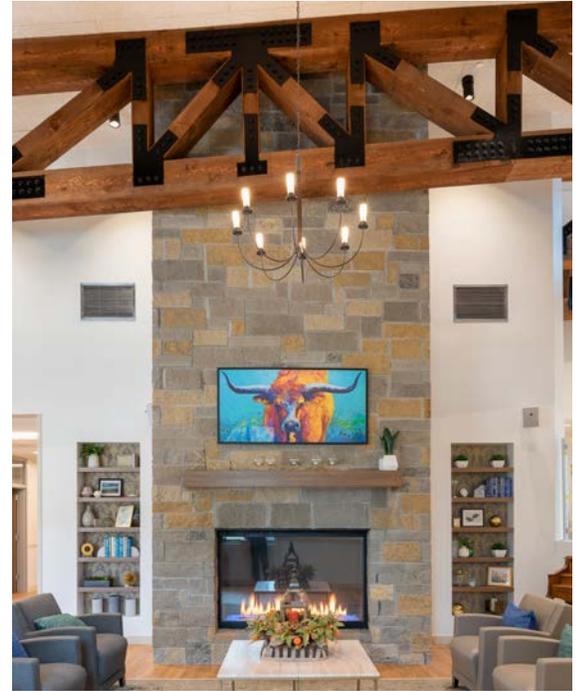
City of Los Fresnos, Texas  
 Mark Milum, City Manager  
 956.233.5768  
 mmilum@citylf.us  
 Project Begin: May 2017  
 Project Complete: currently under construction  
 Project Budget: \$2,500,000  
 Services Provided: Full A/E Design Services

### FIRE STATION 7 AND FIRE STATION 6

City of Georgetown, Texas  
 Eric Johnson, CIP Manager  
 512.819.3145  
 eric.johnson@georgetown.org

Fire Station 7 Project  
 Project Begin: 2/2018  
 Project Complete: currently under construction  
 Project Budget: \$3,500,000  
 Services Provided: Full A/E Design Services

Fire Station 6 Project  
 Project Begin: 7/2017  
 Project Complete: currently under construction





## LITIGATION AND ETHICS

BRW Architects has had the following claims that have been resolved or anticipated to be resolved through alternative dispute resolution / mediation. Claims are as follows:

- Claim resolved via mediation. BRW Architects' professional liability insurance carrier settled with the City of Orange Texas regarding project scope increases and contractor cost escalation.
- Claim resolved via mediation. BRW Architects' assisted as a third party with the Montgomery Co. ESD regarding issues with contractor performance on metal roof installation. BRW was determined to be without liability and continues to provide services to the ESD for additional projects.
- Claim resolved via mediation. The project mechanical engineer's professional liability insurance carrier settled with the City of Brownwood Texas to resolve HVAC issues at No. 1 Fire Station regarding MEP system design. BRW facilitated the resolution.
- Claim resolved via mediation. The project landscape architect and his professional liability carrier resolved issues related to contractor errors in construction of lawn irrigation system at PVAMU soccer facility. BRW facilitated the resolution.

BRW Architects has no ethic violations or board actions within the past five (5) years against the firm, including it's parent, sister or subsidiary companies, and proposed subcontractors.





<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity. Ray Holliday, Principal - to the best of BRW Architects' knowledge, there are no relationships in existence that create, or appear to create, a conflict of interest.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">n/a</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p>April 9, 2019</p> <p>Date</p> </div> </div>		



WWW.BRWARCH.COM

**BRW ARCHITECTS**

175 Century Square Drive, Suite 350

College Station, Texas 77840

979.694.1791

# Jimmy Burke Activity Center Services RFQ Scoring Sheet

Criteria		BRW Architects		PGAL		
		Potential Points	Proposal / Presentation Score	Potential Points	Proposal / Presentation Score	
<i>General Quality and Adequacy of Response (25 pts)</i>						
25%	Completeness and thoroughness; responsiveness to terms and conditions	10		10		
	Understanding of the project	10		10		
	Degree of interest show in undertaking the project	5		5		
	<i>Organization (25 pts)</i>					
	Knowledge and familiarity with local conditions	15		15		
75%	Firm's history of ethics violations and board actions	10		10		
	<i>Personnel (25pts)</i>					
	Qualifications, experience, and longevity of the proposed team members who will design and oversee the construction of the proposed facility.	5		5		
	Demonstrated capability of firm to meet schedules and deadlines	5		5		
	Demonstrated capability to compete projects without having major cost escalations, change orders or overruns.	15		15		
<i>Experience (25pts)</i>						
Demonstrated experience in visioning and consensus building on local government level.	5		5			
Demonstrated experience in accomplishing similar projects, especially involving design of large multi-purpose facilities or event centers for municipalities in the past 5 years.	20		20			
TOTAL		100	0	100	0	
RANK						



Legislation Details (With Text)

**File #:** DIS 19-134    **Version:** 1    **Name:**

**Type:** Discussion    **Status:** Agenda Ready

**File created:** 12/13/2019    **In control:** City Council Workshop

**On agenda:** 1/7/2020    **Final action:**

**Title:** Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

**Sponsors:** Greg Grigg, Police

**Indexes:**

**Code sections:**

**Attachments:** [2021 STEP Comp Budget Narrative](#)  
[Comp Full City](#)  
[Comp Zone 1](#)  
[Comp Zone 2](#)  
[Comp Zone 3](#)  
[Mayor's Resolution STEP Comp FY 2021](#)  
[2021-DeerPark-S-1YG-00037 \(2\)](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council Workshop		

Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

Discussion of issues relating to the seeking of a STEP Grant from TX DOT for traffic enforcement in fiscal year 2021.

**Summary:**

The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021, with a special emphasis on Christmas/New Year's, Spring Break, Memorial Day, Independence Day, and Labor Day. The grant will provide for approximately 1,130 hours of enforcement, primarily in Zones 1, 2, and 3 (see maps).

**Fiscal/Budgetary Impact:**

Fiscal year 2021 STEP grant will require in-kind match of approximately \$21,690.00 from the City of Deer Park, with TX DOT outlay of approximately \$54,595.20 for overtime salaries for a total grant

amount of \$76,285.20.

Discussion by council.

STEP – Comprehensive 2021  
City of Deer Park  
Budget Narrative

**(100) Expenditures for overtime are calculated as follows:**

Officer Enforcement (TXDOT Salaries):	\$54,595.20
Sergeant Enforcement (Match Salaries):	\$13,737.00
Sergeant Supervision (Match Salaries):	\$7,953.00

**Total Grant Funds: \$76,285.20**

**(200) Fringe Benefits:** N/A

**(300) Travel and Per Diem:** N/A

**(400) Equipment:** N/A

**(500) Supplies:** N/A

**(600) Contractual Services:** N/A

**(700) Other Miscellaneous:** N/A

**(800) Indirect Cost Rate:** N/A

All PI&E materials will be provided by TXDOT at no cost to the City of Deer Park. Materials will be distributed to the public at local Deer Park events, schools, and activities as well as from an information kiosk in the lobby of the Deer Park Police Department.

All officer enforcement overtime (\$54,595.20) will be reimbursed by TXDOT, and equals 71.57% of the grant.

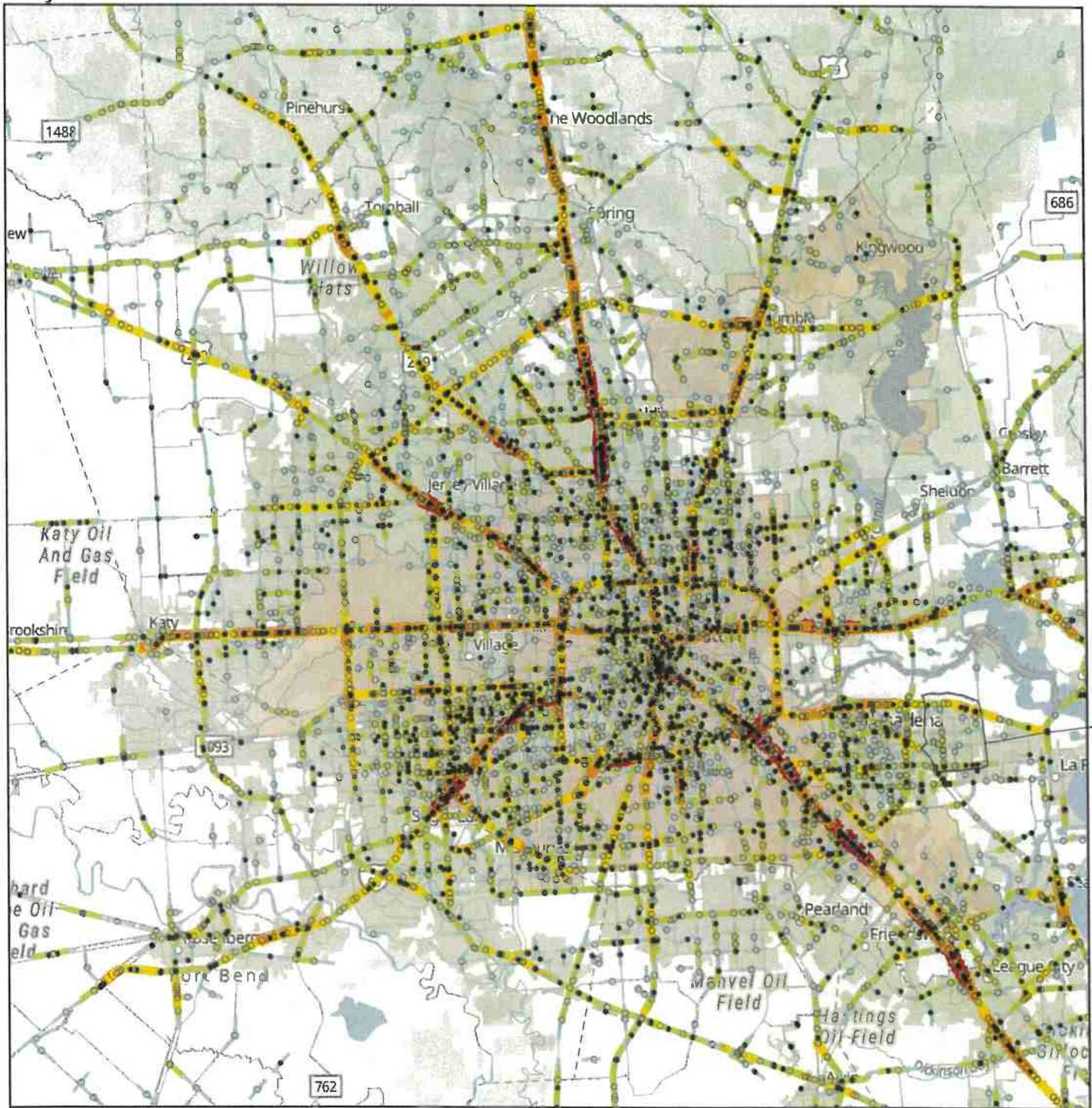
The City of Deer Park will contribute a total of \$21,690.00 toward in-kind match, which equals 28.43% toward the grant.

All total in-kind matching funds (\$21,690.00) will be derived from the below items:

- \$13,737.00 is salary match for Sergeant Enforcement.
- \$7,953.00 is salary match for Sergeant/ Supervisory overtime.

**• The grand total of this Grant Proposal/  
Project is \$76,285.20**

# City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.  
 Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.  
 Sources: TXDOT CRIS; TXDOT Roadway Inventory

**Fatal/SSI Crash Locations:**

- Aug 2016 - July 2018
- Aug 2018 - July 2019

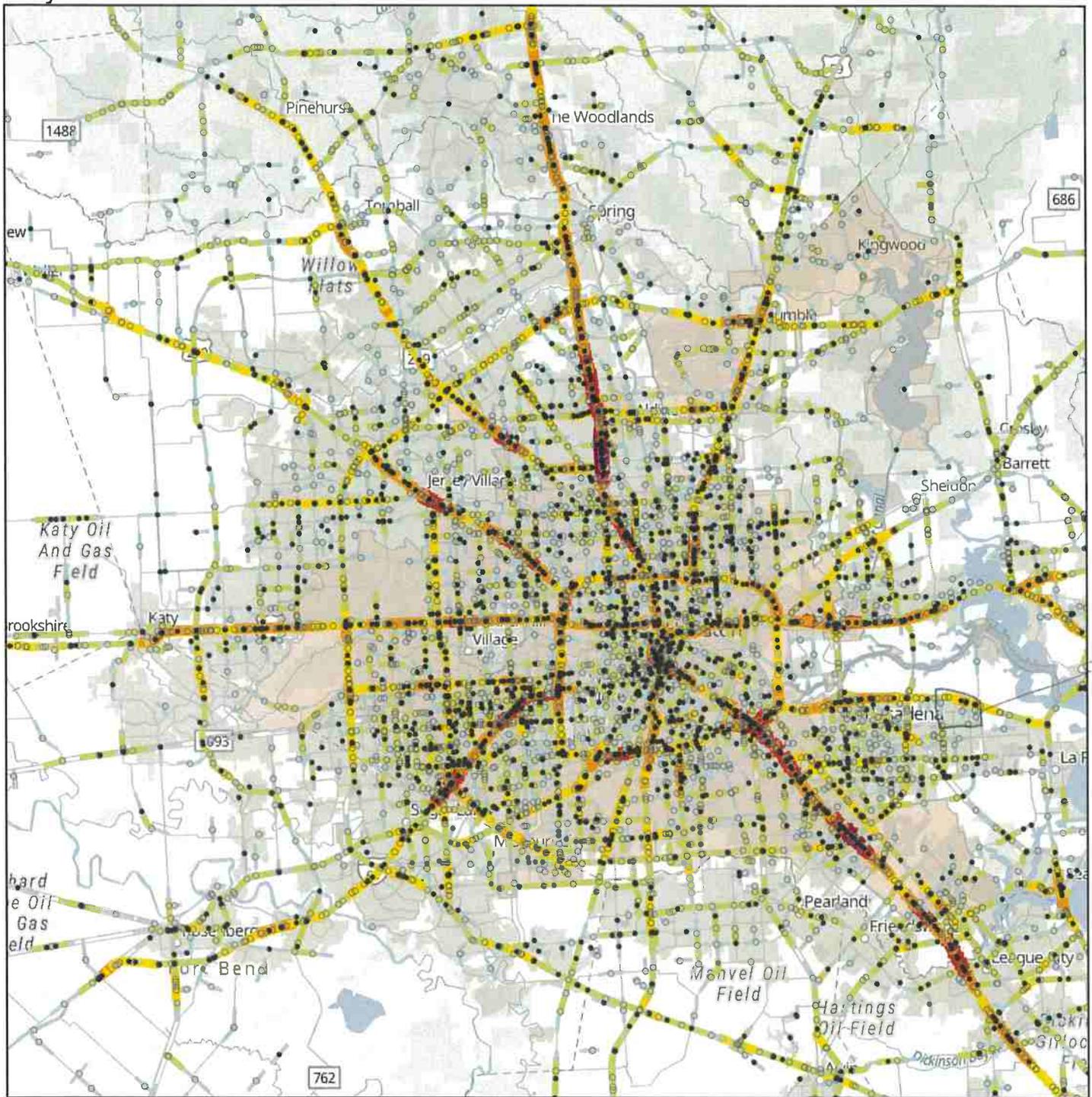
**3YR Fatal/SSI Risk Zones:**

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



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# City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

For information about this product or to request additional products for your area, please contact DPS at: [TXHSOC.Requests@dps.texas.gov](mailto:TXHSOC.Requests@dps.texas.gov)

### Fatal/SSI Crash Locations:

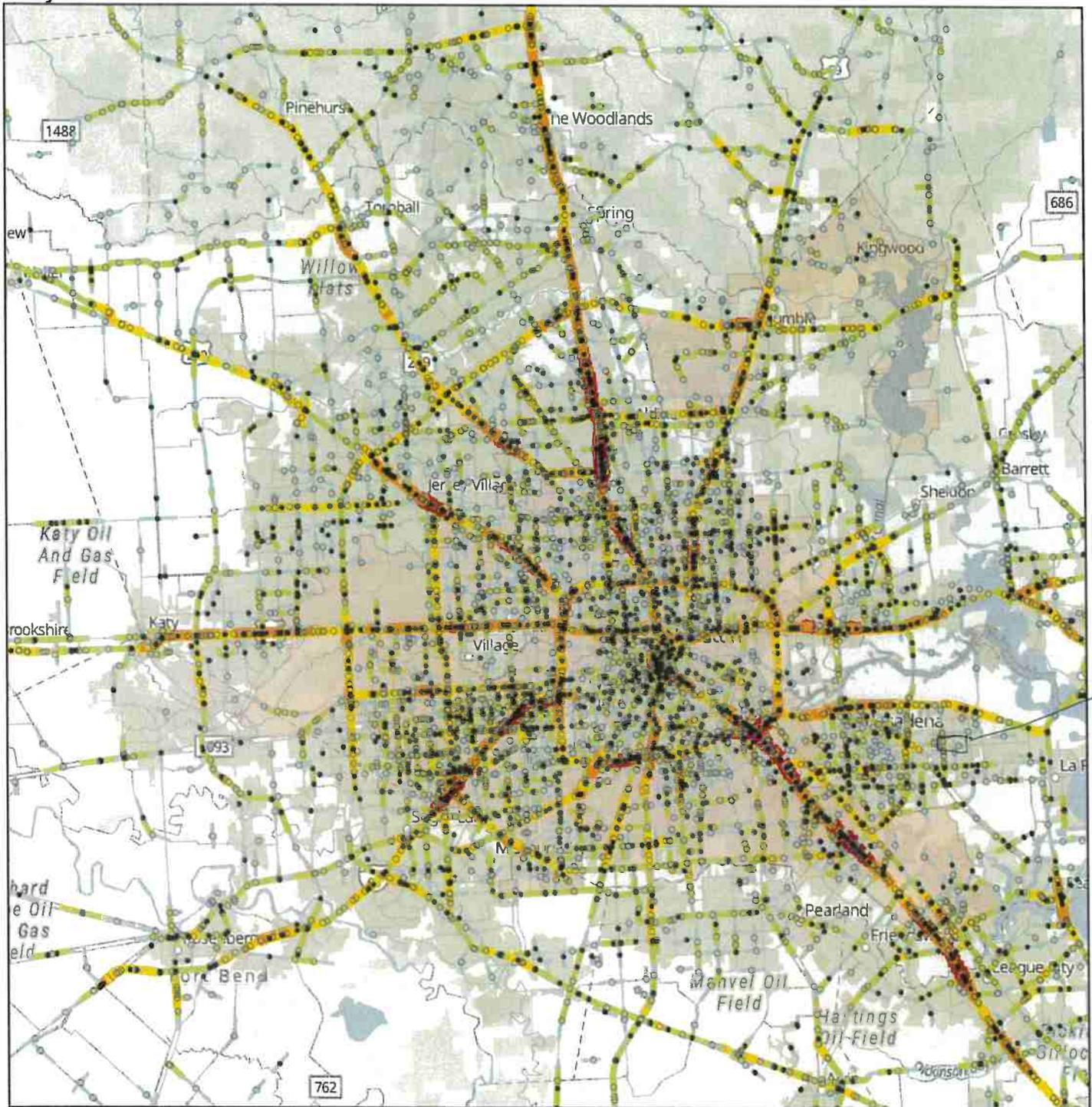
- Aug 2016 - July 2018
- Aug 2018 - July 2019

### 3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



# City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

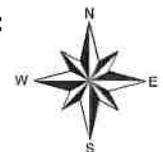
For information about this product or to request additional products for your area, please contact DPS at: [TXHSOC.Requests@dps.texas.gov](mailto:TXHSOC.Requests@dps.texas.gov)

### Fatal/SSI Crash Locations:

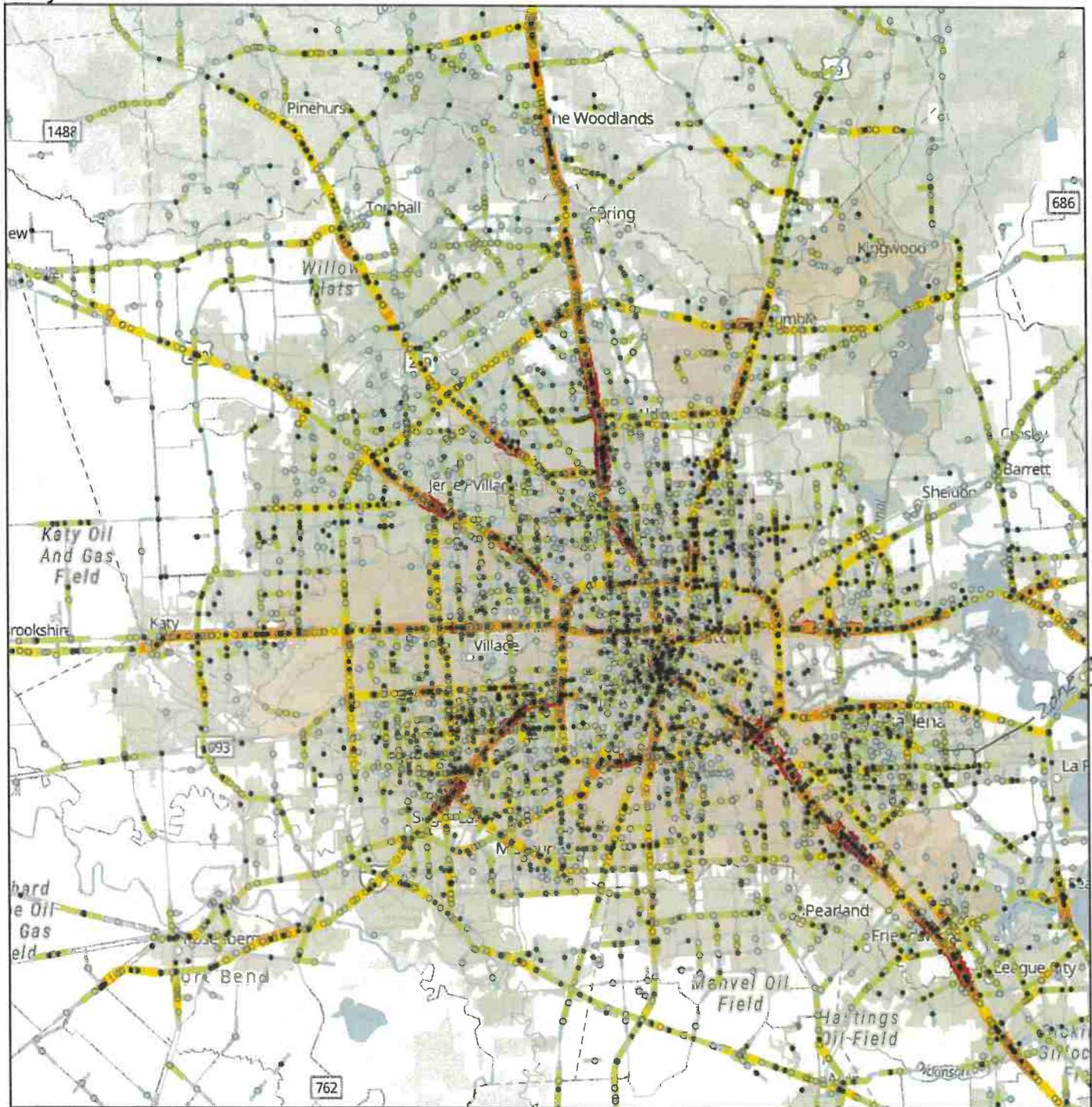
- Aug 2016 - July 2018
- Aug 2018 - July 2019

### 3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



# City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

For information about this product or to request additional products for your area, please contact DPS at: [TXHSOC.Requests@dps.texas.gov](mailto:TXHSOC.Requests@dps.texas.gov)

### Fatal/SSI Crash Locations:

- Aug 2016 - July 2018
- Aug 2018 - July 2019

### 3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY CENTS (\$76,285.20) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMPREHENSIVE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.**

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

**Section 1.** That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, a copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit "A", between the State of Texas Department of Highways and Public Transportation and the City of Deer Park to conduct a STEP- Selective Traffic Enforcement Program to be administered by the Police Department. The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021.

**Section 2.** That the State will contribute the amount of fifty-four thousand five hundred ninety-five dollars and twenty cents (\$54,595.20) and the City's contribution shall be the amount of twenty-one thousand six hundred ninety dollars and zero cents (\$21,690.00), for the total grant amount of seventy-six thousand two hundred eighty-five dollars and twenty cents (\$76,285.20). The City's contribution shall be composed of the salaries attached to certain employees assigned to work the program.

**Section 3.** That the City Council officially determines that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a

place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

\_\_\_\_\_  
MAYOR, CITY OF DEER PARK, TEXAS

**ATTEST:**

\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

# Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7966205&GUID=A0140615-FB7C-462B-B690-4D7F1E43061A> is a secure document that has been embedded in this document. Double click the pushpin to view.





## Legislation Details (With Text)

**File #:** DIS 19-135    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 12/13/2019    **In control:** City Council Workshop  
**On agenda:** 1/7/2020    **Final action:**  
**Title:** Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.  
**Sponsors:** Greg Grigg, Police  
**Indexes:**  
**Code sections:**  
**Attachments:** [2021 STEP CMV Budget Narrative](#)  
[2021-DeerPark-S-CMV-00014 \(2\)](#)  
[CMV Enforcement Zone](#)  
[Mayor's Resolution STEP CMV FY 2021](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council Workshop		

Discussion of issues relating to the seeking of Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.

These funds will provide approximately 267 hours of enforcement and/or education on CMVs with the explicit goal of reducing crashes involving these vehicles. The area covered is designated as the north end of the city covering Hwy 225 south to Pasadena Blvd.

### Summary:

These funds will be used to provide additional Commercial Motor Vehicle enforcement and Education in the City of Deer Park.

### Fiscal/Budgetary Impact:

Fiscal year 2021 STEP grant will require an in-kind match of approximately \$3,398.10 from the City of Deer Park, which will be met with a sergeant's enforcement time. TXDOT will provide approximately \$12,777.60 for overtime salaries. The total grant is for a total of \$16,175.70.

Discussion by council.

STEP – CMV 2021  
City of Deer Park  
Budget Narrative

**(100) Expenditures for overtime are calculated as follows:**

Officer Enforcement (TXDOT Salaries):	\$12,777.60
Sergeant Enforcement (Match Salaries):	\$3,398.10

**Total Grant Funds: \$16,175.70**

**(200)** Fringe Benefits: N/A

**(300)** Travel and Per Diem: N/A

**(400)** Equipment: N/A

**(500)** Supplies: N/A

**(600)** Contractual Services: N/A

**(700)** Other Miscellaneous: N/A

**(800)** Indirect Cost Rate: N/A

All PI&E materials will be provided by TXDOT at no cost to the City of Deer Park. Materials will be distributed to the public at local Deer Park events, schools, and activities as well as from an information kiosk in the lobby of the Deer Park Police Department.

All officer enforcement overtime (\$12,777.60) will be reimbursed by TXDOT, and equals 78.99% of the grant.

The City of Deer Park will contribute a total of (\$3,398.10) toward in-kind match, which equals 21.01% toward the grant.

All total in-kind matching funds (\$3,398.10) will be derived from the below items:

- **\$3,398.10** is salary match for Sergeant Enforcement.

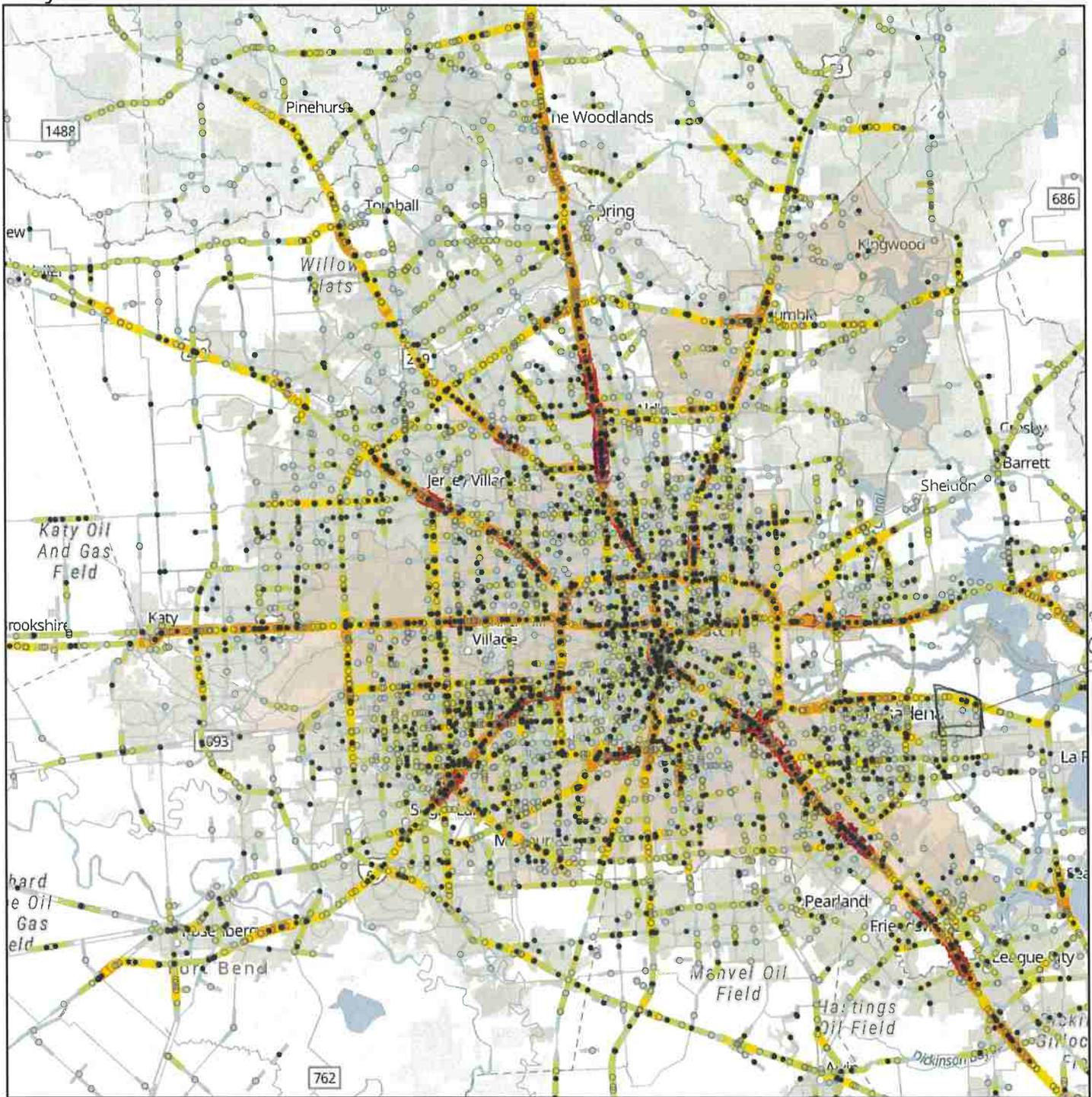
- **The grand total of this Grant Proposal/  
Project is \$16,175.70**

## Embedded Secure Document

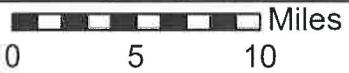
The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7966207&GUID=2199D1A8-1B3C-4754-9AE6-479319E3170D> is a secure document that has been embedded in this document. Double click the pushpin to view.



# City of Houston FY2021 STEP-COMP



APPD CML Zone



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.  
Sources: TXDOT CRIS; TXDOT Roadway Inventory

### Fatal/SSI Crash Locations:

- Aug 2016 - July 2018
- Aug 2018 - July 2019

### 3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



For information about this product or to request additional products for your area, please contact DPS at: [TXHSOC.Requests@dps.texas.gov](mailto:TXHSOC.Requests@dps.texas.gov)

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SIXTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND SEVENTY CENTS (\$16,175.70) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMMERCIAL MOTOR VEHICLE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.**

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

**Section 1.** That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, a copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit "A", between the State of Texas Department of Highways and Public Transportation and the City of Deer Park to conduct a Commercial Vehicle STEP- Selective Traffic Enforcement Program to be administered by the Police Department. The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021.

**Section 2.** That the State will contribute the amount of twelve thousand seven hundred seventy-seven dollars and sixty cents (\$12,777.60) and the City's contribution shall be the amount of three thousand three hundred ninety-eight dollars and ten cents (\$3,398.10), for the total grant amount of sixteen thousand one hundred seventy-five dollars and seventy cents (\$16,175.70). The City's contribution shall be composed of the salaries attached to certain employees assigned to work the program.

**Section 3.** That the City Council officially determines that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a

place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

\_\_\_\_\_  
MAYOR, CITY OF DEER PARK, TEXAS

**ATTEST:**

\_\_\_\_\_  
CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY



## Legislation Details (With Text)

**File #:** DIS 20-003    **Version:** 2    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 12/30/2019    **In control:** City Council Workshop  
**On agenda:** 1/7/2020    **Final action:**  
**Title:** Discussion of issues relating to parking complaints in Deer Park neighborhoods  
**Sponsors:** City Manager's Office, Police  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/7/2020	2	City Council Workshop		

Discussion of issues relating to parking complaints in Deer Park neighborhoods

### Summary:

Over the past few months, residents in two (2) different locations addressed Council regarding their concerns with on-street parking in the neighborhoods. The first came from citizens residing on 5<sup>th</sup> Street who are impacted by patrons attending activities at the business "Luxury Events by Irams" on Center Street. The second group lives near Deer Park High School - South Campus. Students attending that campus park their cars along Tyler Street and Albany Street just west of the school. For the past several weeks, staff (led by the Police Department) has taken measures to address these citizens' concerns by discouraging on-street parking by non-neighborhood residents and their guests in these locations. These efforts seem to be working effectively for the most part. On Tuesday night, we will give an update on these efforts. Officials from DPISD will be in attendance, as well, to offer their input regarding parking at the South Campus.

### Fiscal/Budgetary Impact:

N/A

Discussion only in Workshop