



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

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

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

In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park is asking members of the public attending the City Council meeting to:

- 1. Maintain at least 6 feet separation from other individuals.*
- 2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (cough, Shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, known close contact with a person who is lab confirmed to have COVID-19, wash or disinfect hands upon entering the building and after any interaction with others in the building.*
- 3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.*

The City of Deer Park will be limiting attendance in the Council Chambers to 25 percent (25%) of the total listed occupancy of room capacity during this meeting.

Ordinance #4169

Resolution #2020-05

CALL TO ORDER

The 1758th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

****COMMENTS FROM AUDIENCE** Acknowledge registered speakers****

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

PRESENTATIONS

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.

1. Presentation to recognize Ms. Debra Tibbets with a Proclamation.

[PRO 20-005](#)

Recommended Action: N/A

Attachments: [Debra Tibbetts](#)

AWARDING/REJECTING BIDS

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

[BID 20-012](#)

Recommended Action: Award bid to Houston Poly Bag for 20,000 rolls of refuse bags at a unit price of \$7.91/roll for a total cost of \$158,200.

Department: Finance

Attachments: [Bid Tab Info](#)

3. Awarding bid for a one-year supply of gasoline and diesel fuel.

[BID 20-014](#)

Recommended Action: Award the contract for a one-year supply of gasoline and diesel fuel to the low bidder Sun Coast Resources, Inc.

Department: Finance

Attachments: [Gasoline and Diesel Summary 2020](#)

4. Awarding bid for lease purchase financing for a new 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division.

[BID 20-015](#)

Recommended Action: Award bid for lease purchase financing of the 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division to the US Bancorp for a 3-year term.

Department: Finance

Attachments: [Bid Comparison - Amortization - Garbage Truck](#)

CONSENT CALENDAR

5. Approval of minutes of workshop meeting on May 19, 2020.

[MIN 20-067](#)

Recommended Action: Approval

Attachments: [CC_MW_051920](#)

6. Approval of minutes of regular meeting on May 19, 2020.

[MIN 20-068](#)

Recommended Action: Approval

Attachments: [CC_MR_051920](#)

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.

7. Authorization to reject bids and rebid for the Dow Park Concession Stand Project. [BID 20-006](#)

Recommended Action: Reject all bids received for reject bids and for the Dow Park Concession Stand Project and authorize rebidding of the project.

Attachments: [Dow Park Bid-Concession Stand](#)

8. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2020 - March 31, 2020. [RPT 20-023](#)

Recommended Action: Accept the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2020 - March 31, 2020.

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

Attachments: [2nd Q Report FY20 3.31.20 Cumulative](#)

9. Acceptance of the Repair of Storm Outfalls on South Golf Course Ditch Project, and the release of retainage to SKE Construction, LLC. [ACT 20-015](#)

Recommended Action: Staff is recommending acceptance and release of final payment for the completed project.

Department: Public Works

NEW BUSINESS

10. Consideration of and action on restricting public access to the pedestrian bridge that connects the Deer Meadows Section 3 Subdivision to Deer Park High South Campus. [AUT 20-031](#)

Recommended Action: Staff has no recommendation on this issue.

Department: City Council

11. Consideration of and action on the purchase of vehicle cameras and installation services from Safety Vision using HGAC contract #EF04-19. [PUR 20-014](#)

Recommended Action: Staff recommends approval.

Attachments: [T032723 Deer Park Fire Department Final Quote](#)

12. Consideration of and action on an agreement with Ardurra Group, LLC for professional engineering services related to the Clearwell and Disinfection Improvements at the Surface Water Treatment Plant. [AGR 20-020](#)

Recommended Action: Staff recommends approving the design phase.

Department: Public Works

Attachments: [Unexecuted Engineering Design Services Agreement](#)

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13. Consideration of and action on an agreement with Cobb Fendley for the engineering analysis for the Boggy Bayou Watershed Project. [AGR 20-023](#)

Recommended Action: Staff recommends entering into an agreement with Cobb Fendley.

Department: Public Works

Attachments: [Engineering Design Services Agreement - \\$84,560 with exhibit - FINAL](#)

14. Consideration of and action on an agreement with KIT Professionals, Inc for assistance meeting the requirements of the American Water Infrastructure Act (AWIA) [AGR 20-024](#)

Recommended Action: Staff recommends approving the agreement with KIT Professionals.

Department: Public Works

Attachments: [Unexecuted agreement with KIT](#)

15. Consideration of and action on a contract with SKE Construction, LLC in the amount of \$223,451.00 for concrete paving and parking at Fire Station #2 and the Firemen's Rec Hall using BuyBoard contract #520-16. [CON 20-007](#)

Recommended Action: Staff recommends approval.

Attachments: [FS2 Rec Hall Driveway Quote - SKE](#)

[FS2 Rec Hall Driveway and Parking Lot BuyBoard](#)

16. Consideration of and action on an ordinance appointing a member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park. [ORD 20-045](#)

Recommended Action: Approve the ordinance.

Department: City Manager's Office and City Council

Attachments: [Appt Fire Control Emergency Medical Service-1 member-2020](#)

17. Consideration of and action on an ordinance to delete Sections 14-153 and 14-154 of the Code of Ordinances concerning mandatory annual registration of privately owned dogs and cats. [ORD 20-046](#)

Recommended Action: Remove sections 14-153 and 14-154 from the Code of Ordinances.

Department: Chief of Police Grigg and Police

Attachments: [Sections 14-153 and 14-154](#)

[Delete Section 14-153 and 14-154 Animals-05-2020 \(002\)](#)

ADJOURN

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.

*Shannon Bennett, TRMC
City Secretary*

*Posted on Bulletin Board
May 29, 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's office at 281-478-7248 for further information.

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



Legislation Details (With Text)

File #: PRO 20-005 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 5/28/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Presentation to recognize Ms. Debra Tibbets with a Proclamation.
Sponsors:
Indexes:
Code sections:
Attachments: [Debra Tibbetts](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Presentation to recognize Ms. Debra Tibbets with a Proclamation.

Summary: Presenting Debra Tibbets with a Proclamation recognizing her volunteer work with the New York Hospital System as a nurse during this pandemic.

Fiscal/Budgetary Impact:

N/A

N/A



Office of the Mayor

P r o c l a m a t i o n

WHEREAS, we gather today to celebrate, honor and show our mutual respect for Debra Tibbetts, who has been a long time resident of Deer Park, Texas, she has three children, Lindsay, Tiffany, & Sean; and

WHEREAS, Deborah graduated from Deer Park High School in 1978 with honors, where she was a Deer Escort, Choir All Area member and active in theater. Debra graduated from Baylor University with a degree in Psychology and Nursing. She joined Alpha Delta Pi, Baylor Golden Wave Band and was a Baylor cheer member; and

WHEREAS, as a nurse, Debra has worked in emergency rooms, intensive care units, flight nurse with Life Flight, as well as attended the first class of the Deer Park Volunteer Fire Department; and

WHEREAS, Debra served in the United States Air Force and Texas Air Guard for 27 years. She recently retired as a Lt. Colonel. During her service she has held several positions, such as a flight nurse, Title 9 Coordinator, deployed Hospital Administrator, and Deputy Commander; and

WHEREAS, upon learning about the massive overrun of the hospital systems in New York City, she volunteered to respond and work with the New York Health Hospital system to provide much needed nursing staff to the city. During her 3-week stay in New York, she worked 12 hour days with no days off, providing nursing care to the overwhelming number of patients infected with COVID-19.

WHEREAS, each morning Debra was transported from their hotel in Times Square to the hospitals in New York City with the greatest need. She saw first hand the empty, non-moving city and the heartbreaking level of death and disease in New York; and

WHEREAS, Debra is asked often why she went to New York and her reply is "I feel God placed this heavily on my heart that I needed to help. Also, if the same tragedy were to happen to the Houston area, I pray others would do the same for Texas."

NOW, THEREFORE, I, JERRY MOUTON, Mayor of the City of Deer Park, along with the Deer Park City Council do hereby proclaim June 2, 2020 as

"DEBRA TIBBETTS DAY"

For her dedicated service to our country and volunteering during a critical time in America.

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

**Jerry Mouton, Mayor
City of Deer Park, Texas**



Legislation Details (With Text)

File #: BID 20-012 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 5/19/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Awarding Bid for a One-Year Supply of Refuse Bags.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Bid Tab Info](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

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

Summary:

The City advertised and received eight (8) bids for refuse bags to be purchased for FY 2020-2021. Currently, the City has 10,003 active residential water accounts. The City would need 20,006 rolls available in October for each resident to receive two (2) rolls of refuse bags. Residents also have the option to purchase additional rolls of bags throughout the year.

The City currently has approximately 3,300 refuse bags in storage and recommends the purchase of a quantity of 20,000 rolls for the 2020-2021 fiscal year. The low bid for 20,000 rolls is Houston Poly Bag at a unit price of \$7.91/roll for a total cost of \$158,200. Samples of the company's refuse bags were submitted in accordance with the bid specifications and are in compliance.

Current Vendor - XL Plastics

\$8.93/roll for 18,000 rolls total cost \$160,740

Fiscal/Budgetary Impact:

Refuse bags are budgeted in the Sanitation Department, Account No. 010-402-43090, Garbage Bags.

Award bid to Houston Poly Bag for 20,000 rolls of refuse bags at a unit price of \$7.91/roll for a total cost of \$158,200.

Bid Opening
Refuse Bags
May 18, 2020
2 p.m.

Vendor

Blackhouse

| | | |
|------------------------------------|--------------------------|-----------------------|
| Option A -- Quantity: 16,000 rolls | Unit Price: <u>27.75</u> | Total: <u>396,000</u> |
| Option B -- Quantity: 18,000 rolls | Unit Price: <u>24.75</u> | Total: <u>443,160</u> |
| Option C -- Quantity: 20,000 rolls | Unit Price: <u>23.93</u> | Total: <u>478,000</u> |
| Option D -- Quantity: 22,000 rolls | Unit Price: <u>23.40</u> | Total: <u>512,200</u> |

Vendor

Interboro

| | | |
|------------------------------------|-------------------------|-----------------------|
| Option A -- Quantity: 16,000 rolls | Unit Price: <u>8.84</u> | Total: <u>141,440</u> |
| Option B -- Quantity: 18,000 rolls | Unit Price: _____ | Total: _____ |
| Option C -- Quantity: 20,000 rolls | Unit Price: _____ | Total: _____ |
| Option D -- Quantity: 22,000 rolls | Unit Price: _____ | Total: _____ |

Vendor

Dispose N - Save

| | | |
|------------------------------------|-------------------------|-----------------------|
| Option A -- Quantity: 16,000 rolls | Unit Price: <u>9.94</u> | Total: <u>159,040</u> |
| Option B -- Quantity: 18,000 rolls | Unit Price: _____ | Total: _____ |
| Option C -- Quantity: 20,000 rolls | Unit Price: _____ | Total: _____ |
| Option D -- Quantity: 22,000 rolls | Unit Price: _____ | Total: _____ |

Vendor

Houston Poly

| | | |
|-----------------------------------|-------------------------|-----------------------|
| Option A – Quantity: 16,000 rolls | Unit Price: <u>8.29</u> | Total: <u>132,640</u> |
| Option B – Quantity: 18,000 rolls | Unit Price: <u>8.10</u> | Total: <u>145,800</u> |
| Option C – Quantity: 20,000 rolls | Unit Price: <u>7.91</u> | Total: <u>158,200</u> |
| Option D – Quantity: 22,000 rolls | Unit Price: <u>7.91</u> | Total: <u>174,020</u> |

Vendor

Central Poly-Bag

| | | |
|-----------------------------------|-------------------------|-----------------------|
| Option A – Quantity: 16,000 rolls | Unit Price: <u>7.92</u> | Total: <u>126,720</u> |
| Option B – Quantity: 18,000 rolls | Unit Price: <u>7.92</u> | Total: <u>142,560</u> |
| Option C – Quantity: 20,000 rolls | Unit Price: <u>7.92</u> | Total: <u>158,400</u> |
| Option D – Quantity: 22,000 rolls | Unit Price: <u>7.92</u> | Total: <u>174,240</u> |

Vendor

Dyna Pak

| | | |
|-----------------------------------|--------------------------|-----------------------|
| Option A – Quantity: 16,000 rolls | Unit Price: <u>11.80</u> | Total: <u>188,800</u> |
| Option B – Quantity: 18,000 rolls | Unit Price: <u>11.80</u> | Total: <u>212,400</u> |
| Option C – Quantity: 20,000 rolls | Unit Price: <u>11.80</u> | Total: <u>236,000</u> |
| Option D – Quantity: 22,000 rolls | Unit Price: <u>11.80</u> | Total: <u>259,600</u> |

Vendor

Uni Pak

| | | |
|--|-------------------------|-----------------------|
| Option A – Quantity: <u>16,000 rolls</u> | Unit Price: <u>8.63</u> | Total: <u>138,080</u> |
| Option B – Quantity: <u>18,000 rolls</u> | Unit Price: <u>8.62</u> | Total: <u>155,160</u> |
| Option C – Quantity: <u>20,000 rolls</u> | Unit Price: <u>8.60</u> | Total: <u>172,000</u> |
| Option D – Quantity: <u>22,000 rolls</u> | Unit Price: <u>8.57</u> | Total: <u>188,540</u> |

Vendor

XL Plastics

| | | |
|--|-------------------------|-----------------------|
| Option A – Quantity: <u>16,000 rolls</u> | Unit Price: <u>8.39</u> | Total: <u>134,240</u> |
| Option B – Quantity: <u>18,000 rolls</u> | Unit Price: <u>8.39</u> | Total: <u>151,020</u> |
| Option C – Quantity: <u>20,000 rolls</u> | Unit Price: <u>8.38</u> | Total: <u>167,600</u> |
| Option D – Quantity: <u>22,000 rolls</u> | Unit Price: <u>8.36</u> | Total: <u>183,920</u> |

Vendor

| | | |
|--|-------------------|--------------|
| Option A – Quantity: <u>16,000 rolls</u> | Unit Price: _____ | Total: _____ |
| Option B – Quantity: <u>18,000 rolls</u> | Unit Price: _____ | Total: _____ |
| Option C – Quantity: <u>20,000 rolls</u> | Unit Price: _____ | Total: _____ |
| Option D – Quantity: <u>22,000 rolls</u> | Unit Price: _____ | Total: _____ |



Legislation Details (With Text)

File #: BID 20-014 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 5/20/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Awarding bid for a one-year supply of gasoline and diesel fuel.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Gasoline and Diesel Summary 2020](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Awarding bid for a one-year supply of gasoline and diesel fuel.

Summary:

On Monday May 18, 2020, the City received six (6) bids for a one-year supply of gasoline and diesel fuel. The bids were based on plus or minus the oil price index sheets (OPIS) supplied by the fuel distributors. Given current market trends and the fluctuating price of gasoline and diesel fuel, the City considers this the fairest way to evaluate and analyze comparable price data for a one-year period. Bid tabulations were based on the total annual estimated fuel requirements of the City. The attached summary provides a breakdown of these bids with one rate shown for each bidder representing the total plus or minus OPIS rate. The lowest bidder is Sun Coast Resources, Inc.

Current Vendor:

Pinnacle Petroleum

The current contract expires on June 30, 2020.

Fiscal/Budgetary Impact:

Gasoline and diesel fuel are budgeted within each respective department, as needed.

Award the contract for a one-year supply of gasoline and diesel fuel to the low bidder Sun Coast Resources, Inc.

City of Deer Park
Gasoline & Diesel Bid Comparison
2020

Comparison based on 5000 Gallons (rarely exceed that volume)

| | <u>Gold Star</u> | <u>Lykins Energy</u> | <u>Reladyne</u> | <u>Petro Traders</u> | <u>Suncoast</u> | <u>Pinnacle</u> |
|-----------------------|---------------------|----------------------|---------------------|----------------------|---------------------|---------------------|
| <u>Rates</u> | | | | | | |
| Diesel | \$ 1.1000 | \$ 1.0900 | \$ 1.4100 | \$ 1.0800 | \$ 1.0600 | \$ 1.0900 |
| Unleaded | \$ 1.2300 | \$ 1.1900 | \$ 1.5500 | \$ 1.2100 | \$ 1.2000 | \$ 1.2400 |
| <hr/> | | | | | | |
| <u>@ 5000 Gallons</u> | | | | | | |
| Diesel | \$ 5,500.00 | \$ 5,450.00 | \$ 7,050.00 | \$ 5,400.00 | \$ 5,300.00 | \$ 5,450.00 |
| Unleaded | 6,150.00 | 5,950.00 | 7,750.00 | 6,050.00 | 6,000.00 | 6,200.00 |
| | <u>\$ 11,650.00</u> | <u>\$ 11,400.00</u> | <u>\$ 14,800.00</u> | <u>\$ 11,450.00</u> | <u>\$ 11,300.00</u> | <u>\$ 11,650.00</u> |
| | | | | | | |
| Ranking | 4 | 2 | 5 | 3 | 1 | 4 |

**Gasoline and Diesel Summary
2020**

Daily OPIS reading
Tuesday, May 12, 2020

Unleaded – .9741
Diesel – .8385

“Unleaded”

Daily index reading + OPIS + state tax + federal tax + super fund tax (federal law)

Lykins Energy Solutions

$$< 5,000 = 0.9741 + .0155 + .20 + .001 + .00 = 1.19$$

$$> 5,000 = 0.9741 + .0039 + .20 + .001 + .00 = 1.18$$

Sun Coast Resources, Inc.

$$< 5,000 = 0.9741 + .0210 + .20 + .0031 + .00 = 1.20$$

$$> 5,000 = 0.9741 + .0400 + .20 + .0031 + .00 = 1.22$$

Gold Star Petroleum, Inc.

$$< 5,000 = 0.9741 + .0596 + .20 + .00 + .0010 = 1.23$$

$$> 5,000 = 0.9741 + .0296 + .20 + .00 + .0010 = 1.20$$

Reladyne

$$< 5,000 = 0.9741 + .3730 + .20 + .00 + .0031 = 1.55$$

$$> 5,000 = 0.9741 + .0147 + .20 + .00 + .0031 = 1.19$$

Petroleum Traders Corporation

$$< 5,000 = 0.9741 + .0350 + .20 + .0010 + .001926 = 1.21$$

$$> 5,000 = 0.9741 - .0225 + .20 + .0010 + .001926 = 1.15$$

Pinnacle Petroleum

$$< 5,000 = 0.9741 + .0660 + .20 + .001 + .00 = 1.24$$

$$> 5,000 = 0.9741 + .0073 + .20 + .001 + .00 = 1.18$$

"Diesel"

Daily index reading + OPIS + state tax + federal tax + super fund tax (federal law)

Lykins Energy Solutions

$$< 5,000 = .8385 + .0466 + .20 + .001 + .00 = 1.09$$

$$> 5,000 = .8385 + .0054 + .20 + .001 + .00 = 1.04$$

Sun Coast Resources, Inc.

$$< 5,000 = .8385 + .0210 + .20 + .0031 + .00 = 1.06$$

$$> 5,000 = .8385 + .0210 + .20 + .0031 + .00 = 1.06$$

Gold Star Petroleum, Inc.

$$< 5,000 = .8385 + .0598 + .20 + .00 + .0010 = 1.10$$

$$> 5,000 = .8385 + .0298 + .20 + .00 + .0010 = 1.07$$

Reladyne

$$< 5,000 = .8385 + .3730 + .20 + .00 + .0031 = 1.41$$

$$> 5,000 = .8385 + .0147 + .20 + .00 + .0031 = 1.06$$

Petroleum Traders Corporation

$$< 5,000 = .8385 + .0350 + .20 + .0010 + .00214 = 1.08$$

$$> 5,000 = .8385 - .0236 + .20 + .0010 + .00214 = 1.02$$

Pinnacle Petroleum

$$< 5,000 = .8385 + 0.0512 + .20 + .001 + .00 = 1.09$$

$$> 5,000 = .8385 + 0.0089 + .20 + .001 + .00 = 1.05$$



Legislation Details (With Text)

File #: BID 20-015 **Version:** 1 **Name:**

Type: Bids **Status:** Agenda Ready

File created: 5/26/2020 **In control:** City Council

On agenda: 6/2/2020 **Final action:**

Title: Awarding bid for lease purchase financing for a new 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [Bid Comparison - Amortization - Garbage Truck](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Awarding bid for lease purchase financing for a new 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division.

Summary:

Bids were opened on Tuesday May 26, 2020 for the lease purchase financing for a 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division. The City received 4 bids in response to the request for this financing. As requested, each bidder provided information for a 3-year term and 5-year term to compare options. The bid comparison is attached.

Bidder, Interest Rate, Monthly Payment, and Total Payment:

3-Year Term

US Bancorp @ 1.63%; \$5,462.83/month; Total = \$196,662

Signature Public Funding @ 2.25%; \$5,514.72/month; Total = \$198,530

Municipal Leasing Consultants @ 2.61%; \$5,505.19/month; Total = \$198,187

(*Fee of \$250 for escrow. Also, included an option for annual payments, which was not requested)

Ripple Creek Capital @ 3.38%; \$5,610.07; Total = \$201,963

5-Year Term

US Bancorp @ 1.85%; \$3,349.32/month; Total = \$200,959

Signature Public Funding @ 2.31%; \$3,387.97/month; Total = \$203,278

Municipal Leasing Consultants @ 2.61%; \$3,413.00/month; Total = \$204,780

(*Fee of \$250 for escrow. Also, included an option for annual payments, which was not requested)

Ripple Creek Capital @ 3.15%; \$3,459.27; Total = \$207,556

Fiscal/Budgetary Impact:

Based on the lowest cost option, the US Bancorp 3-year lease is the best option. The current fiscal year's cost would be \$16,388 for three months (July - September). These lease payments are budgeted in the General Fund, Account No. 010-402-49080 - Lease Purchase. In FY 2019-2020, the amount of \$30,250 was budgeted for this lease purchase, which is more than adequate to cover the funding for the current fiscal year. In FY 2020-2021, an amount of \$65,600 will be budgeted for this lease purchase financing.

Award bid for lease purchase financing of the 2021 Freightliner M2-160 Garbage Truck for the Sanitation Division to the US Bancorp for a 3-year term.

City of Deer Park
Lease Financing Comparison
Garbage Truck
Bids Due: 5/26/20

| | | | US BanCorp | | Signature Public Funding | | Municipal Leasing Consultants | | Ripple Creek Capital | | | | | | | | | |
|----------------|----|----------|------------|------------|--------------------------|------------|-------------------------------|------------|----------------------|------------|----|------------|----|------------|----|------------|----|------------|
| Principal: | | | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | | | | | | | | |
| Interest Rate: | | | 1.630% | 1.850% | 2.25% | 2.31% | 2.61% | 2.61% | 3.38% | 3.15% | | | | | | | | |
| Term: | | | 3 Yrs | 5 Yrs | 3 Yrs | 5 Yrs | 3 Yrs | 5 Yrs | 3 Yrs | 5 Yrs | | | | | | | | |
| *Fee \$250 | | | | | | | | | | | | | | | | | | |
| Year 1 | 1 | 07/30/20 | \$ | 5,462.83 | \$ | 3,349.32 | \$ | 5,514.72 | \$ | 3,387.97 | \$ | 5,505.19 | \$ | 3,413.00 | \$ | 5,610.07 | \$ | 3,459.27 |
| | 2 | 08/30/20 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 3 | 09/28/20 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 4 | 10/29/20 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 5 | 11/28/20 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 6 | 12/29/20 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 7 | 01/28/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 8 | 02/28/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 9 | 03/31/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 10 | 04/30/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 11 | 05/31/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 12 | 06/30/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| Year 2 | 1 | 07/31/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 2 | 08/31/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 3 | 09/28/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 4 | 10/29/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 5 | 11/28/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 6 | 12/29/21 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 7 | 01/28/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 8 | 02/28/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 9 | 03/31/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 10 | 04/30/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 11 | 05/31/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 12 | 06/30/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| Year 3 | 1 | 07/31/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 2 | 08/31/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 3 | 09/28/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 4 | 10/29/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 5 | 11/28/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 6 | 12/29/22 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 7 | 01/28/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 8 | 02/28/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 9 | 03/31/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 10 | 04/30/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 11 | 05/31/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| | 12 | 06/30/23 | | 5,462.83 | | 3,349.32 | | 5,514.72 | | 3,387.97 | | 5,505.19 | | 3,413.00 | | 5,610.07 | | 3,459.27 |
| Year 4 | 1 | 07/31/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 2 | 08/31/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 3 | 09/28/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 4 | 10/29/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 5 | 11/28/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 6 | 12/29/23 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 7 | 01/28/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 8 | 02/28/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 9 | 03/30/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 10 | 04/29/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 11 | 05/30/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 12 | 06/29/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| Year 5 | 1 | 07/30/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 2 | 08/30/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 3 | 09/28/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 4 | 10/29/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 5 | 11/28/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 6 | 12/29/24 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 7 | 01/28/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 8 | 02/28/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 9 | 03/31/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 10 | 04/30/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 11 | 05/31/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| | 12 | 06/30/25 | | | | 3,349.32 | | | | 3,387.97 | | | | 3,413.00 | | | | 3,459.27 |
| Total | | | \$ | 196,661.88 | \$ | 200,959.20 | \$ | 198,529.92 | \$ | 203,278.20 | \$ | 198,186.84 | \$ | 204,780.00 | \$ | 201,962.52 | \$ | 207,556.20 |
| Principal | | | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 | \$ | 191,804 |
| Interest | | | | 4,858 | | 9,155 | | 6,726 | | 11,474 | | 6,383 | | 12,976 | | 10,159 | | 15,752 |
| Total | | | \$ | 196,662 | \$ | 200,959 | \$ | 198,530 | \$ | 203,278 | \$ | 198,187 | \$ | 204,780 | \$ | 201,963 | \$ | 207,556 |



Legislation Details (With Text)

File #: MIN 20-067 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/27/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Approval of minutes of workshop meeting on May 19, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_051920](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Approval of minutes of workshop meeting on May 19, 2020.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS
HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON
MAY 19, 2020 BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:15 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. DISCUSSION OF ISSUES RELATING TO THE POTENTIAL ACQUISITION OF REAL PROPERTY – City Manager James Stokes advised Council that Staff has been worked with BRW Architects on conceptual plans for a potential new facility to replace the Jimmy Burke Activity Center (JBAC) that includes evaluating all property in the footprint of the JBAC and the adjoining Ella & Friends Dog Park. The dog park lies on a 1.13645 acre tract of land owned by the Port of Houston Authority (POHA), but have no plans to utilize the property. Their Commission recently voted to sell it to the City for its appraised value of \$205,000.00. In researching this parcel, City Staff has found that Ordinance 2103, dated September 18, 1990, included Council's approval and vote to purchase the property if Council chooses to do so. (Exhibit A1-A3)

The consensus of the Council was to authorize the purchase of the property.

4. DISCUSSION OF ISSUES RELATING TO THE U-SHAPED DRIVEWAY AT FIRE STATION #2 AND THE FIREMEN'S REC HALL – Emergency Director Robert Hemminger advised Council of the FY 2019-2020 budget that allocates \$120,000 for

improvements of the driveway and parking area which services the Firemen's Recreation Hall behind Fire Station #2 on Pasadena Boulevard. Staff recently worked with Buy Board contractor SKE and came up with several options for this project. The first option improves the entire driveway and 17 parking spaces and costs \$223,451. The second option divides the work into two (2) phases, completing only Phase 1 this fiscal year. Phase 1 improvements cost \$135,000 and includes the east-west driveway surface closest to the Rec Hall as well as the proposed parking spaces. Phase 2 improves the north-south legs of the driveway and a small portion adjacent to the building itself. The budget calls for \$120,000 for this project. The Fire Department is delaying a separate project which was budgeted in the amount of \$165,000, which could be combined with the \$120,000 to perform either option for the driveway repairs. (Exhibit B1-B2)

The consensus of the Council was to move forward with the entire project.

5. DISCUSSION OF ISSUES RELATING TO AN ORDINANCE AMENDING SECTION 66-180 SCHEDULE I, OF THE CODE OF ORDINANCES CONCERNING "NO PARKING" ON W. 5TH STREET – City Manager James Stokes discussed area residents' concerns of the parking problem on W. 5th Street. Recommendations from the Police Department have been to amend Section 66-180 Schedule I, and include a "No Parking Zone" in the 100 block of W. 5th Street between the hours of 8 p.m. and 12 a.m. on Friday, Saturday, and Sunday. This would encompass the south side of the street in order to alleviate congestion and traffic problems on West 5th Street during the evening hours of operation of the business of the neighboring banquet hall.
6. DISCUSSION OF ISSUES RELATING TO THE PURCHASE OF ELECTRONIC MARQUEE SIGNS FROM DAKTRONICS TO BE PURCHASED UNDER BUY BOARD CONTRACT #592-19 FOR THE EMS BUILDING AND FIRE STATION 3 – Information Technology Director James Lewis advised Council of the prior Workshop meeting that pertained to the purchase of electronic marquee signs from Daktronics for the EMS Building and Fire Station 3. Daktronics has worked with National Signs and its suppliers to submit a revised lower quote for consideration offered to the City as a one-time price of \$89,665.00 instead of the original quote of \$93,150.00, that includes the recommended 4' LED screen.

Councilwoman Garrison expressed her thoughts with using the marquee sign to solicit volunteers to join the Deer Park Volunteer Fire Department to which her opinion would not increase the number of volunteers.

Councilwoman Sinor thanked Mr. Lewis for providing the answers question if there was a concern with how quick the technology changes in the sign, to which Mr. Lewis advised the technology and resolution in the sign is adequate for the location of the sign.

7. DISCUSSION OF ISSUES RELATING TO AN EXTENSION FOR THE SPORTS ORGANIZATION UTILIZATION AGREEMENTS – Parks and Recreation Director Charlie Sandberg mentioned the directives and orders issued by federal, state, and county officials interrupted the City's operations during the Covid-19 pandemic and delayed moving forward on revising the agreements. The four main key items discussed were public

usage, field maintenance, down time and tournaments. Due to the high demand from the leagues, a suggestion was made to advertise and inform the Community of what locations are available and free for public usage. This will include working with the school district as well to give information on what fields are available. Mr. Sandberg discussed the field maintenance resources that currently are limited. The leagues have suggested small steps in resolving the field maintenance issues including having the Parks and Recreation Department take over the maintenance for the next coming years, but allowing the leagues to work on the fields if they choose to do so, with permission from the Parks and Recreation Staff. The last two items discussed were the down time and the tournaments. Research has been done on the down time of the fields, and the Staff has given into allowing the soccer league a couple of weeks to go to November 15th, with the down time being mid November through January. With the Softball and Baseball Leagues, Staff will allow them to start January 15th, due to requests for try outs and camps for those two sports. This is the best option for the department to allocate the resources and Staff for that particular time period.

Parks and Recreation Commissioner Jaime Cox commented, "The down time, we feel goes hand in hand with what we are trying to do with public usage. During the time of Thanksgiving break or Christmas break, when maintenance is being done on the fields, we want to be able to give the public other green space and park space options that are available in the City to use. Also, we came to the conclusion that there is no "one size fits all". That is what we were initially falling into and this is something we came up with to help through trial and error. For this first year of these agreements, we agreed to give soccer different dates because their season is a lot different from softball and baseball. We wanted to give them a little more time on the front or even on the back end of when the maintenance is less busy but also remind the leagues and put into the agreement that if this option does not work, that we have the opportunity to revisit this issue next year and see if we can find another solution being that it may not fit every year and or every sport."

Councilman Martin commented, "I think it will take some time because it is not a "one size fits all" and they are learning and trying to figure out when it is appropriate to do the maintenance."

Mr. Sandberg continued the discussion about the assessment of tournaments for each individual league per year. There has been much discussion on the tournaments to allow the leagues the ability to continue to generate revenue for the individual organization and to keep cost down for their athletes. The number of tournaments suggested per league is six (6). These are tournaments that are free to the Leagues without fee charges for lights, field usage, equipment or any other element pertaining to the fields. Currently, there is a process in place where the League has to submit an application to host a tournament, which gives Staff the opportunity to deny the application if the fields are in need of maintenance or down time. Stronger language will be within the agreements to ensure fairness to all of the Leagues and that the Leagues are going to be required to enforce social distancing or related matters that may be ordered by Federal, State or County order. Staff is requesting for an extension through June 30, 2020 for the 2019 Sports Organization Utilization Agreements to allow time for all parties to review and provide feedback with the intent of having a final agreement approved and in place by July 1, 2020.

Councilman Patterson commented, "I want to make sure when there are weekend tournaments that the restrooms are clean, the trash cans are empty and the parks look

presentable whether it's the Leagues or the City maintaining it. It will have a big impact on how we present our Community."

Mr. Sandberg responded, "There will be a very good check and balance in place. Now if the leagues want to host a tournament, they have to submit an application to us. If we feel, there is a need for down time to work on the fields, clean the restroom and repair broken items then the tournaments will be denied. I need to do a better job with staying on top of the Leagues in making sure they are following their obligations with maintaining the fields."

8. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:15 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 20-068 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/27/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Approval of minutes of regular meeting on May 19, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_051920](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Approval of minutes of regular meeting on May 19, 2020.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1757TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MAY 19, 2020 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TOMMY GINN
TJ HAIGHT
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE – No comments received.
5. PROCLAMATION RECOGNIZING NATIONAL PUBLIC WORKS WEEK – Mayor Mouton presented Bill Pedersen, Director of Public Works with a proclamation declaring the week of May 17-23, 2020 as National Public Works Week.
6. PROCLAMATION FOR PEACE OFFICER’S WEEK – Mayor Mouton presented Sharon St. Martin, Assistant Chief of Police with a proclamation declaring the week of May 10-16, 2020 as Peace Officer’s Week.
7. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on May 5, 2020.

- b. Approval of tax refund to Corelogic Tax Service in the amount of \$4,031.65 due to an overpayment.
- c. Approval of tax refund to Javier & Jessica Benavides in the amount of \$8,365.66 due to a value decrease granted by Harris County Appraisal District.
- d. Approval of tax refund to Extra Space Properties Two LLC in the amount of \$8,318.78 due to an overpayment.
- e. Approval of tax refund to Julius & Linda Mayr in the amount of \$644.29 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
- f. Approval of tax refund to Thomas Hartwell Revocable Trust in the amount of \$1,076.75 due a homestead exemption, an over-65 exemption, and a freeze change decrease granted by Harris County Appraisal District.
- g. Approval of tax refund to Nadine Leroy & Cathy O'Neal in the amount of \$648.80 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
- h. Approval of tax refund to Deer Park Station LTD in the amount of \$6,300.00 due to a value decrease granted by Harris County Appraisal District..
- i. Approval of tax refund to Luis Flores and Maria Garza in the amount of \$539.14 due to a homestead exemption granted by Harris County Appraisal District.
- j. Approval of tax refund to William & Deborah Akard in the amount of \$571.29 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
- k. Approval of tax refund to Clover Industrial LLC in the amount of \$1,922.40 due to a value decrease granted by Harris County Appraisal District.
- l. Approval of tax refund to Battleground Partners LLC in the amount of \$1,311.44 due to a value decrease granted by Harris County Appraisal District.
- m. Approval of tax refund to Battleground Partners LLC in the amount of \$1,412.96 due to a value decrease granted by Harris County Appraisal District.
- n. Approval of tax refund to Battleground Partners LLC in the amount of \$1,561.41 due to a value decrease granted by Harris County Appraisal District.
- o. Approval of tax refund to Underwood Associates in the amount of \$1,324.81 due to a value decrease granted by Harris County Appraisal District.

- p. Approval of tax refund to Oxy Vinyls LP in the amount of \$11,106.04 due to an Interstate/Commerce exemption granted by Harris County Appraisal District.
- q. Approval of tax refund to BFT ParktownLLC in the amount of \$25,917.92 due to a value decrease granted by Harris County Appraisal District.
- r. Approval of tax refund to BFT Parktown LLC in the amount of \$12,966.24 due to a value decrease granted by Harris County Appraisal District.
- s. Approval of tax refund to Oxy Vinyls LP in the amount of \$6,117.89 due to an Interstate/Commerce exemption granted by Harris County Appraisal District.
- t. Approval of tax refund to Oxy Vinyls LP in the amount of \$39,392.65 due to an Interstate/Commerce exemption granted by Harris County Appraisal District.
- u. Approval of tax refund to 3734 Westheimer LTD in the amount of \$1,815.19 due to a value decrease granted by Harris County Appraisal District.
- v. Approval of tax refund to Johnny & Brenda Ramirez in the amount of \$546.16 due to a homestead exemption granted by Harris County Appraisal District.
- w. Approval of tax refund to Interurban Wilshire LLC in the amount of \$8,138.16 due to a value decrease granted by Harris County Appraisal District.
- x. Approval of tax refund to Deer Park Apts. LLC in the amount of \$10,516.90 due to a value decrease granted by Harris County Appraisal District.
- y. Approval of tax refund to Walmart in the amount of \$5,580.00 due to a value decrease granted by Harris County Appraisal District.
- z. Approval of tax refund to R. J. Hellyer Inc. in the amount of \$689.23 due to a value decrease granted by Harris County Appraisal District.
- aa. Approval of tax refund to Prologis in the amount of \$2,951.65 due to a value decrease granted by Harris County Appraisal District.
- bb. Approval of tax refund to Clover Industrial LLC in the amount of \$1,403.93 due to a value decrease granted by Harris County Appraisal District.
- cc. Approval of tax refund to Deer Park Station LP in the amount of \$3,493.76 due to a value decrease granted by Harris County Appraisal District.
- dd. Authorization to advertise and receive bids for a one (1) year supply of Sodium Hexametaphosphate with the option to renew for one additional year, for the Water Treatment Plant.

gg. Authorization to Seek Bids for Drainage Improvements for Heritage Addition Sections 1 and 2.

hh. Acceptance of Quarterly Investment Report for the quarter ended March 31, 2020.

ii. Authorization to amend the agreement with OnSolve relating to the CodeRED Emergency Notification System.

Motion carried 7 to 0.

8. CONSIDERATION OF AND ACTION ON THE PURCHASE OF ELECTRONIC MARQUEE MESSAGE SIGN FOR THE EMS AND FIRE STATION 3, FROM DAKTRONICS UNDER BUY BOARD CONTRACT #592-19 – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to approve the purchase of an electronic marquee sign from Daktronics for the EMS and Fire Station 3 to be purchased under Buy Board Contract #592-19.

Councilwoman Sinor commented, “I live close to that location, and I’m telling you, I am going to be watching that sign and it better be full of good stuff all the time.”

Motion carried 7 to 0.

9. CONSIDERATION OF AND ACTION ON AN EXTENSION OF 2019 SPORTS ORGANIZATION UTILIZATION AGREEMENT WITH DEER PARK PONY BASEBALL UNTIL JUNE 30, 2020 – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to approve an extension of the 2019 Sports Organization Utilization Agreement with Deer Park Pony Baseball until June 30, 2020. Motion carried 7 to 0.
10. CONSIDERATION OF AND ACTION ON AN EXTENSION OF 2019 SPORTS ORGANIZATION UTILIZATION AGREEMENT FOR DEER PARK SOCCER FC UNTIL JUNE 30, 2020 – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to approve an extension of the 2019 Sports Organization Utilization Agreement for Deer Park Soccer FC until June 30, 2020. Motion carried 7 to 0.
11. CONSIDERATION OF AND ACTION ON AN EXTENSION OF 2019 SPORTS UTILIZATION AGREEMENT FOR DEER PARK GIRLS SOFTBALL UNTIL JUNE 30, 2020 – Motion was made by Councilman Patterson and seconded by Councilwoman Garrison to approve an extension of the 2019 Sports Organization Utilization Agreement for Deer Park Girls Softball until June 30, 2020. Motion carried 7 to 0.
12. CONSIDERATION OF AND ACTION ON A RESOLUTION ADOPTING THE UPDATED HARRIS COUNTY MITIGATION ACTION PLAN – After a proposed resolution was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Martin to adopt, Resolution No. 2020-04 captioned as follows:

A RESOLUTION OF THE DEER PARK CITY COUNCIL AUTHORIZING THE ADOPTION OF THE HARRIS COUNTY MULTI-HAZARD MITIGATION ACTION PLAN UPDATE.

Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON A RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION AND A PROPOSED ORDINANCE FROM THE REQUEST OF THE WHEELHOUSE FOR A SPECIFIC USE PERMIT TO OPERATE A DRUG AND ALCOHOL REHABILITATION CENTER IN THE SOON TO BE CONSTRUCTED ADDITION TO THEIR EXISTING FACILITY AT 210 W. HELGRA – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4163, captioned as follows:

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO THE WHEELHOUSE TO OPERATE A DRUG AND ALCOHOL TREATMENT FACILITY LOCATED AT 210 W. HELGRA, DEER PARK, TEXAS ON A 1.1736 ACRE TRACT OF LAND BEING A PORTION OF OUTLOT 147, TOWN OF DEER PARK, CITY OF DEER PARK.

Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING MEMBERS TO THE PARKS AND RECREATION COMMISSION – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Haight to adopt on first reading Ordinance No. 4164, captioned as follows:

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

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION/BOARD OF ADJUSTMENT – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Martin to adopt on first reading Ordinance No. 4165, captioned as follows:

AN ORDINANCE APPOINTING THREE MEMBERS OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; SPECIFYING THEIR TERMS; AND DECLARING AN EMERGENCY. (Stan Garrett, Danielle Wendeburg, Don Tippit)

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING MEMBERS TO THE BOARD OF HEALTH – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilman Haight to adopt on first reading Ordinance No. 4166, captioned as follows:

AN ORDINANCE APPOINTING DR. DONALD R. METZ, ANDREW METZ, JAMES J. STOKES AND BILL PEDERSEN AS MEMBERS OF THE BOARD OF HEALTH IN THE CITY OF DEER PARK, TEXAS, FOR A TERM OF TWO YEARS, FROM JUNE 1, 2020 TO MAY 31, 2022.

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING LARRY WILSON AS MUNICIPAL COURT JUDGE – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilman Haight to adopt on first reading Ordinance No. 4167, captioned as follows:

AN ORDINANCE APPROVING THE RE-APPOINTMENT OF THE PRESIDING JUDGE OF THE MUNICIPAL COURT OF THE CITY OF DEER PARK, TEXAS, PROVIDING FOR COMPENSATION, PROVIDING AN EFFECTIVE DATE.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING SECTION 66-180 SCHEDULE I, OF THE CODE OF ORDINANCES CONCERNING “NO PARKING” ON W. 5TH STREET – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Sinor to adopt on first reading Ordinance No. 4168, captioned as follows:

AN ORDINANCE AMENDING SECTION 66-180 SCHEDULE I OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING ADDITIONAL TRAFFIC REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY.

Motion carried 7 to 0.

20. ADJOURN – Mayor Mouton adjourned the meeting at 7:49 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: BID 20-006 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 3/9/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Authorization to reject bids and rebid for the Dow Park Concession Stand Project.
Sponsors:
Indexes:
Code sections:
Attachments: [Dow Park Bid-Concession Stand](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Authorization to reject bids and rebid for the Dow Park Concession Stand Project.

Summary:

The City of Deer Park Parks and Recreation Department solicited bids for vendors to complete the construction of a new concession stand at Dow Park in the City of Deer Park. The City received five (5) competitive bids for construction services on March 5, 2020. Bids received were from Status Construction, CMC Development, Perry Construction, Portfolio Builders, and Frost Constriction. Please see attached bid tab document.

The Parks and Recreation Department has evaluated the bids received. The concession stand is planned to be a 1,200 square foot facility to be utilized by sports organizations for concession operations, score keeping, and storage. The concession stand would be located on the south side of Dow Park adjacent to Bowyer field. The City utilized the “competitive sealed bids” method for this solicitation. The low bidder’s proposed cost is considerably more than the funds allocated in the FY 19-20 Capital Improvement budget line item for this project. Although the bid specifications provide significant detail, construction costs associated with design elements were significantly higher than anticipated. It is recommended that the bids be rejected and the a new solicitation be authorized using revised plans and bidding documents for this project which are intended to lower construction cost while still meeting the needs of the City and the sports organizations. One of the revisions would be to identify the score keeping addition as an alternate bid, which would could allow this to be included in the bid award if the new bids are lower.

Due to the Covid-19 pandemic, staff was tasked to review capital projects that could possibly be deferred to future budgets. Staff determined that the Soccer Field project would be deferred and the

Dow Park concession stand would proceed forward as an immediate need.

Fiscal/Budgetary Impact:

Funding is included in the FY 19-20 Capital Improvement Fund budget in the amount of \$365,000 for Dow Park soccer field drainage, grading, and dirt work. Also included in this item was the construction of the Dow Park concession stand. The following is a breakdown of the funding for this budget item:

| | |
|-------------------|---|
| \$ 240,000 | Soccer field drainage, grading, and dirt work |
| <u>\$ 125,000</u> | <u>Dow Park concession stand</u> |
| \$ 365,000 | Allocated in the FY 19-20 Capital Improvement Fund Budget |

Reject all bids received for reject bids and for the Dow Park Concession Stand Project and authorize rebidding of the project.



City of Deer Park Parks and Recreation
Bid Opening Form

| Contractor | Bid Bond | Addenda | Pre bid Meeting | Timeline | Base bid | Alternates |
|---------------------|----------|---------|-----------------|----------|-----------|------------|
| Status Construction | ✓ | ✓ | N/A | 90 | \$453,897 | |
| CME Development | ✓ | ✓ | N/A | 90 | \$325,000 | |
| Perry Construction | ✓ | | N/A | | \$240,811 | |
| Portfolio Builders | ✓ | ✓ | N/A | | \$290,000 | |
| Frost Construction | ✓ | ✓ | N/A | | \$307,000 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Date: 03/05/2020

Project: Dow Concession Project

Opened by: _____



Legislation Details (With Text)

File #: RPT 20-023 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 5/26/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2020 - March 31, 2020.
Sponsors: City Manager's Office, Finance, Parks & Recreation
Indexes:
Code sections:
Attachments: [2nd Q Report FY20 3.31.20 Cumulative](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2020 - March 31, 2020.

Summary:

At its quarterly meetings, the Deer Park Community Development Corporation approves a quarterly activity report, detailing the projects and work accomplished during the previous quarter. These reports are typically reviewed by the Board by the end of the month following the end of each quarter and then submitted to City Council. In this case, due to COVID-19 and in compliance with Stay Home orders, the April 27, 2020 Board meeting was postponed until May 26, 2020. The attached report is for the period of January 1, 2020 - March 31, 2020, which was approved by the DPCDC at its May 26, 2020 board meeting.

Fiscal/Budgetary Impact:

N/A.

Accept the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2020 - March 31, 2020.

Deer Park Community Development Corporation

Quarterly Report: January 1, 2020 – March 31, 2020

Meetings Conducted and Activities

January 7 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

January 27 - Meeting with staff to discuss items related to the Dow Park Pavilion project – City Staff

January 27 - Regular quarterly meeting of the Deer Park Community Development Corporation – City staff/CDC

February 4 - Conference call to discuss items related to the Community Center Project – City Staff/BSW

February 4 - City Council Workshop to discuss items related to a possible Type B election for May 2, 2020 – City Council/ City Staff/BSW

February 4 – City Council acceptance of completion of project and release of retainage to Tandem Services, LLC. For the Dow Park Soccer Complex. – City Council/ City Staff

February 4 - Acceptance of the DPCDC Quarterly Report for October 1 – December 31, 2019 on the regular City Council agenda – City Council/City Staff

February 4 - Consideration of and action on an ordinance calling for a special election on May 2, 2020 for a Type B economic development sales and use tax. – City Council/City Staff

February 11 – Staff meeting to discuss educational material related to the Type B election. – City Staff

February 18 – Staff meeting to discuss educational material distribution to the community for Type B election. – City Staff

February 28 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

March 2 – Hike and Bike trail committee meeting – City staff/ Burditt

March 4 – Presentation of educational material related Type B election to the Deer Park Soccer FC board. – City Staff/DPSFC

March 17 - Meeting with staff to discuss items related to the Dow Park Pavilion project – City Staff

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process

- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

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

Revenues:

- Sales & Use Tax Revenues:
1Q (12/31/19) = \$328,075.04
2Q (03/31/20) = \$892,983.93

Total Fiscal YTD = \$1,221,058.97
- Investment Revenue:
1Q (12/31/19) = \$866.36
2Q (03/31/20) = \$850.10

Total Fiscal YTD = \$1,716.46
- ***Total Fiscal YTD Revenues as of 03/31/20: \$1,222,775.43 (preliminary and unaudited)***

Expenditures:

- ***Total Fiscal YTD Expenditures as of 03/31/20: \$0.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:
1Q (12/31/19) = \$1,196.14
2Q (03/31/20) = \$ 951.08

Total Fiscal YTD = \$2,147.22

- ***Total Fiscal YTD Revenues as of 03/31/20: \$2,147.22 (preliminary and unaudited)***

Expenditures:

- Consulting Architect Fee

1Q (12/31/19) = \$5,000.00

- Community Center = \$5,000.00

2Q (03/31/20) = \$32,062.08

- Hike & Bike = \$10,050.00 *
- Community Center = \$22,012.08

Total Fiscal YTD = \$37,062.08

- ***Total Fiscal YTD Expenditures as of 03/31/20: \$37,062.08 (preliminary and unaudited)***

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Deer Park Community Development Corporation
Quarterly Report: October 1, 2019 – December 31, 2019

Meetings Conducted and Activities

October 15 – Consideration of an action on appointing four members to the DPCDC on the regular City Council agenda – City Council/City staff

October 16 – Meeting with City Staff to begin looking at options for additional parking at the Deer Park Soccer Complex and Girls Softball Complex – City staff

October 16 – Meeting to discuss items related to the Community Center Project – City staff/BSW

October 23 – Meeting with Halff to discuss current status of hydromulched fields at Deer Park Soccer Complex – City Staff/Halff

October 25 – Meeting with City staff to discuss possible designs and requirements for additional parking at Deer Park Soccer, Girls Softball, and Spencerview Athletic Complexes – City Staff

October 28 – Regular quarterly meeting of the Deer Park Community Development Corporation – City staff/CDC

November 5 – Acceptance of the DPCDC Quarterly Report for July 1 – September 30, 2019 on the regular City Council agenda – City Council/City Staff

November 5 - Consideration of and action on Agreement with Burditt Consultants for Professional Services Development of Construction and Design Services of Phase 1 Hike and Bike Trails on regular City Council agenda – City Council/City Staff

November 6 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

November 11 – Meeting to discuss items related to the Community Center Presentation – City staff/BSW

November 11 – Joint workshop for the City Council, Deer Park Community Development Corp., Parks and Recreation Commission to discuss items related to Community Center project. – CC/DPCDC/PARC/City Staff/BSW

November 12 – Conference Call to discuss items related to the Deer Park Soccer Complex – City Staff/Halff

November 18 – Meeting with City staff to update information on the DPCDC web pages. – City Staff

November 21 – Meeting with Burditt Consultants to discuss construction phase of architectural services for the Hike and Bike Trails – Burditt/City Staff

November 25 – Meeting with construction expert for items related to the Dow Park Pavilion project – City Staff/Construction expert

December 4 – Meeting to discuss parking requirements for the Deer Park Community Center – City Staff

December 4 – Staff meeting concerning Hike and Bike Trail and proposed pipeline easement – City Staff

December 4 – Conference call concerning Community Center Presentation – BSW/City Staff

December 27 – Site visit of bridge in Pasadena as potential design for Spencerview Bridge Project – City Staff

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

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

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/19) = \$292,656.97

Total Fiscal YTD = \$292,656.97

- Investment Revenue:

1Q (12/31/19) = \$866.36

Total Fiscal YTD = \$866.36

- ***Total Fiscal YTD Revenues as of 12/31/19: \$293,523.33 (preliminary and unaudited)***

Expenditures:

- ***Total Fiscal YTD Expenditures as of 12/31/19: \$0.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/19) = \$1,196.14

Total Fiscal YTD = \$1,196.14

- ***Total Fiscal YTD Revenues as of 12/31/19: \$1,196.14 (preliminary and unaudited)***

Expenditures:

- Consulting Architect Fee

1Q (12/31/19) = \$5,000.00

- Community Center = \$5,000.00

Total Fiscal YTD = \$5,000.00

- ***Total Fiscal YTD Expenditures as of 12/31/19: \$5,000.00 (preliminary and unaudited)***

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00



Legislation Details (With Text)

File #: ACT 20-015 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 5/20/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Acceptance of the Repair of Storm Outfalls on South Golf Course Ditch Project, and the release of retainage to SKE Construction, LLC.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Acceptance of the Repair of Storm Outfalls on South Golf Course Ditch Project, and the release of retainage to SKE Construction, LLC.

Summary:

SKE Construction, LLC has completed the Repair of Storm Outfalls on South Golf Course Ditch Project and is now ready for Council acceptance, and release of retainage. The project was completed in the amount of \$125,482.10. The final payment including retainage for this project totals \$12,548.21.

The project consisted of the cleaning the ditch of debris and replacing six outfalls that discharge into the ditch from the adjacent subdivision and golf course.

Fiscal/Budgetary Impact: This project was funded through the 2007 Series Bonds

Staff is recommending acceptance and release of final payment for the completed project.



Legislation Details (With Text)

File #: AUT 20-031 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 5/28/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Consideration of and action on restricting public access to the pedestrian bridge that connects the Deer Meadows Section 3 Subdivision to Deer Park High South Campus.
Sponsors: City Council
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on restricting public access to the pedestrian bridge that connects the Deer Meadows Section 3 Subdivision to Deer Park High South Campus.

Summary:

On March 3, 2020, City Council held a Public Hearing on this matter. Residents spoke both in favor of, and in opposition to, restricting public access to the pedestrian bridge. On Tuesday evening during Council Workshop, Council will discuss this further with each other and City staff. During the Council Meeting that follows, if Council so desires you may take a vote to restrict public access to this bridge. On the other hand, no action is necessary if Council desires to leave open pedestrian access to the bridge.

Fiscal/Budgetary Impact:

If access is to be denied, funds will need to be allocated to establish fencing to remove access to the bridge.

Staff has no recommendation on this issue.



Legislation Details (With Text)

File #: PUR 20-014 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 5/21/2020 **In control:** City Council

On agenda: 6/2/2020 **Final action:**

Title: Consideration of and action on the purchase of vehicle cameras and installation services from Safety Vision using HGAC contract #EF04-19.

Sponsors:

Indexes:

Code sections:

Attachments: [T032723 Deer Park Fire Department Final Quote](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on the purchase of vehicle cameras and installation services from Safety Vision using HGAC contract #EF04-19.

Summary:

This purchase will include vehicle-mounted cameras in various emergency vehicles within the Fire Department, EMS, and Fire Marshal's Office. Having comprehensive video camera systems in emergency vehicles helps to protect the city from undue liability. These cameras face both forward and to the rear of the vehicle, as well as toward the driver within the cab. This is not only useful in post-accident or post-incident investigations, but also extremely beneficial in a training environment.

These camera systems were included within the FY19-20 adopted budget, as follows: Fire - 12 vehicles; EMS - 6 vehicles; Fire Marshal - 1 vehicle.

The cost will be divided among the three departments as budgeted.

Fiscal/Budgetary Impact:

This project is within the adopted budget, and will be divided among the three departments as follows:

Fire - 010-311-4308 - \$60,188.02

EMS - 010-312-4308 - \$30,335.76

Fire Marshal - 010-313-4308 - \$4,733.63

Staff recommends approval.



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

| DATE: | PAGE | ORDER NUMBER: |
|-----------|------|---------------|
| 3/15/2019 | 1 | T032723 |

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

| |
|---|
| BILL TO ACCOUNT# DRPKFR |
| Deer Park Fire Department PO Box 700 Deer Park, TX 77536-0700 |

| |
|---|
| SHIP TO: |
| Deer Park Fire Department PO Box 700 Deer Park, TX 77536-0700 |

| | |
|-------------------------|----------------------------------|
| EXPIRE DATE: 05/14/2019 | SALESPERSON: ABV - Austin Vaughn |
|-------------------------|----------------------------------|

| | | | | | | |
|--------------------|-------------|------------------------|---------------|---------|--------------------|--------|
| CUSTOMER PO: Quote | | ORDER DATE: 03/15/2019 | SHIP VIA: UPS | | TERMS: Net 30 Days | |
| ITEM NUMBER | DESCRIPTION | | QTY | SHIPPED | PRICE | AMOUNT |

4112-HVR Three Camera System

7" Touch Screen Monitor With Built In Panic Button

| | | | | | |
|----------------|---|------|------|-----------|-----------|
| SV-CP4-HYB-KIT | kit for CP4 Hyb | 8.00 | 0.00 | 3,560.00 | 28,480.00 |
| ICPMONCABL | ICP MONITOR CABLE | 8.00 | 0.00 | COMPONENT | |
| SV-CP4-HYB | touch screen 4120/4116/4112 only | 8.00 | 0.00 | COMPONENT | |
| SV-CP4-VISOR | visor for the CP4 | 8.00 | 0.00 | COMPONENT | |
| SV-LCD-RM1.0-4 | RAM MT. 1.0" ball and 4" ext.(RAM-B-101-SA4U) | 8.00 | 0.00 | COMPONENT | |

4112-HVR & Components With 1TB HDD

| | | | | | |
|-----------------|---|-------|------|-----------|------|
| 4112-HVR-1TBHDD | 4112-HVR Kit With Standard 1TB Hard Drive. | 8.00 | 0.00 | 0.00 | 0.00 |
| 41-GPS | GPS Module for 41 Series | 8.00 | 0.00 | COMPONENT | |
| 41-PWRHRNS | Power Harness 4000/4100/4108/4112/4116 | 8.00 | 0.00 | COMPONENT | |
| 41-TRIGGER | Trigger Harness for 41 Series | 8.00 | 0.00 | COMPONENT | |
| 4112-1TB-HDD | 1 TB hard drive | 8.00 | 0.00 | COMPONENT | |
| 4112-HVR | 12 chan rec-8 analog 4 IP cam | 8.00 | 0.00 | COMPONENT | |
| SV-BATTERY-AAA | Alkaline AAA Battery | 16.00 | 0.00 | COMPONENT | |
| 41-UPS | UPS back-up battery for the 4000-HVR, 4100-HVR & 4112-HVF | 8.00 | 0.00 | 0.00 | 0.00 |

Forward Facing Camera

| | | | | | |
|-------------|---------------------------------|------|------|------|------|
| AHD-2.8M-BK | 2.8MM Black Camera without IR's | 8.00 | 0.00 | 0.00 | 0.00 |
| 41-WS-BRKT | front windshield bracket | 8.00 | 0.00 | 0.00 | 0.00 |
| SVS-3MMF | 9ft 11in M/F Threaded Cable | 8.00 | 0.00 | 0.00 | 0.00 |

Driver Facing Camera

| | | | | | |
|---------------|------------------------------|------|------|------|------|
| AHD-2.8MIR-BK | 2.8MM Black Camera with IR's | 8.00 | 0.00 | 0.00 | 0.00 |
| SVS-3MMF | 9ft 11in M/F Threaded Cable | 8.00 | 0.00 | 0.00 | 0.00 |

Continued



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

| DATE: | PAGE | ORDER NUMBER: |
|-----------|------|---------------|
| 3/15/2019 | 2 | T032723 |

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

| |
|---|
| BILL TO ACCOUNT# DRPKFR |
| Deer Park Fire Department PO Box 700 Deer Park, TX 77536-0700 |

| |
|---|
| SHIP TO: |
| Deer Park Fire Department PO Box 700 Deer Park, TX 77536-0700 |

| | |
|-------------------------|----------------------------------|
| EXPIRE DATE: 05/14/2019 | SALESPERSON: ABV - Austin Vaughn |
|-------------------------|----------------------------------|

| | | | | | | |
|--------------------|-------------|------------------------|---------------|---------|--------------------|--------|
| CUSTOMER PO: Quote | | ORDER DATE: 03/15/2019 | SHIP VIA: UPS | | TERMS: Net 30 Days | |
| ITEM NUMBER | DESCRIPTION | | QTY | SHIPPED | PRICE | AMOUNT |

| | | | | | |
|---------------|--|------|------|------|------|
| SV-650FHD-KIT | Exterior Rear Facing Camera AHD White Rear Vision 1080P | 8.00 | 0.00 | 0.00 | 0.00 |
|---------------|--|------|------|------|------|

| | | | | | |
|----|--|--|--|--|-----------|
| /D | H-GAC Contract Number: EF04-19 Product Code: EF0439E---20% Discount EF0439E Discount | | | | 5,696.00- |
|----|--|--|--|--|-----------|

4112-HVR Five Camera System

| | | | | | |
|----------------|---|-------|------|-----------|-----------|
| SV-CP4-HYB-KIT | 7" Touch Screen Monitor With Built In Panic Button kit for CP4 Hyb | 11.00 | 0.00 | 3,930.00 | 43,230.00 |
| ICPMONCABL | ICP MONITOR CABLE | 11.00 | 0.00 | COMPONENT | |
| SV-CP4-HYB | touch screen 4120/4116/4112 only | 11.00 | 0.00 | COMPONENT | |
| SV-CP4-VISOR | visor for the CP4 | 11.00 | 0.00 | COMPONENT | |
| SV-LCD-RM1.0-4 | RAM MT. 1.0" ball and 4" ext.(RAM-B-101-SA4U) | 11.00 | 0.00 | COMPONENT | |

| | | | | | |
|-----------------|--|-------|------|-----------|------|
| 4112-HVR-1TBHDD | 4112-HVR & Components With 1TB HDD 4112-HVR Kit With Standard 1TB Hard Drive. | 11.00 | 0.00 | 0.00 | 0.00 |
| 41-GPS | GPS Module for 41 Series | 11.00 | 0.00 | COMPONENT | |
| 41-PWRHRNS | Power Harness 4000/4100/4108/4112/4116 | 11.00 | 0.00 | COMPONENT | |
| 41-TRIGGER | Trigger Harness for 41 Series | 11.00 | 0.00 | COMPONENT | |
| 4112-1TB-HDD | 1 TB hard drive | 11.00 | 0.00 | COMPONENT | |
| 4112-HVR | 12 chan rec-8 analog 4 IP cam | 11.00 | 0.00 | COMPONENT | |
| SV-BATTERY-AAA | Alkaline AAA Battery | 22.00 | 0.00 | COMPONENT | |
| 41-UPS | UPS back-up battery for the 4000-HVR, 4100-HVR & 4112-HVF | 11.00 | 0.00 | 0.00 | 0.00 |

Interior Forward Facing Camera



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

| DATE: | PAGE | ORDER NUMBER: |
|-----------|------|---------------|
| 3/15/2019 | 3 | T032723 |

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# DRPKFR

Deer Park Fire Department
PO Box 700
Deer Park, TX 77536-0700

SHIP TO:

Deer Park Fire Department
PO Box 700
Deer Park, TX 77536-0700

EXPIRE DATE: 05/14/2019

SALESPERSON: ABV - Austin Vaughn

| CUSTOMER PO: Quote | | ORDER DATE: 03/15/2019 | SHIP VIA: UPS | TERMS: Net 30 Days | | |
|--|-----------------------------------|------------------------|---------------|--------------------|-----------|--|
| ITEM NUMBER | DESCRIPTION | QTY | SHIPPED | PRICE | AMOUNT | |
| AHD-2.8M-BK | 2.8MM Black Camera without IR's | 11.00 | 0.00 | 0.00 | 0.00 | |
| 41-WS-BRKT | front windshield bracket | 11.00 | 0.00 | 0.00 | 0.00 | |
| SVS-3MMF | 9ft 11in M/F Threaded Cable | 11.00 | 0.00 | 0.00 | 0.00 | |
| Interior Driver Facing Camera | | | | | | |
| AHD-2.8MIR-BK | 2.8MM Black Camera with IR's | 11.00 | 0.00 | 0.00 | 0.00 | |
| SVS-3MMF | 9ft 11in M/F Threaded Cable | 11.00 | 0.00 | 0.00 | 0.00 | |
| Exterior Right Turn Signal Camera | | | | | | |
| SV-EXTCAM-BLACK | Ext Camera w/4pin micro din-black | 11.00 | 0.00 | 0.00 | 0.00 | |
| SVS-10MMF | 32ft 8in M/F THREADED CABLE | 11.00 | 0.00 | 0.00 | 0.00 | |
| Exterior Left Turn Signal Camera | | | | | | |
| SV-EXTCAM-BLACK | Ext Camera w/4pin micro din-black | 11.00 | 0.00 | 0.00 | 0.00 | |
| SVS-10MMF | 32ft 8in M/F THREADED CABLE | 11.00 | 0.00 | 0.00 | 0.00 | |
| Exterior Rear Facing Camera | | | | | | |
| SV-650FHD-KIT | AHD White Rear Vision 1080P | 11.00 | 0.00 | 0.00 | 0.00 | |
| SVS-20MMF | 65ft 10in M/F THREADED CABLE | 11.00 | 0.00 | 0.00 | 0.00 | |
| H-GAC Contract Number: EF04-19 | | | | | | |
| Product Code: EF0439E---20% Discount | | | | | | |
| /D | EF0439E Discount | | | | 8,646.00- | |
| Wireless Components Needed Per Vehicle | | | | | | |
| V-WIFI-MOXKIT-B | Moxa Wifi Kit Black Antenna | 19.00 | 0.00 | 559.00 | 10,621.00 | |
| 30-160010 | cat 6 10' cable | 19.00 | 0.00 | COMPONENT | | |
| 73570 | Prewired RELay Socket | 19.00 | 0.00 | COMPONENT | | |

Continued



Safety Vision
6100 W. Sam Houston Pkwy. N.
Houston, TX 77041
Direct: 713-896-6600
Fax: 713-896-6640

| DATE: | PAGE | ORDER NUMBER: |
|-----------|------|---------------|
| 3/15/2019 | 4 | T032723 |

PROPOSAL

Thank you for your request for proposal

If you have any questions or issues, just call
us **TOLL FREE** at 1-800-880-8855

BILL TO ACCOUNT# DRPKFR

Deer Park Fire Department
PO Box 700
Deer Park, TX 77536-0700

SHIP TO:

Deer Park Fire Department
PO Box 700
Deer Park, TX 77536-0700

EXPIRE DATE: 05/14/2019**SALESPERSON: ABV - Austin Vaughn**

| CUSTOMER PO: Quote | | ORDER DATE: 03/15/2019 | SHIP VIA: UPS | | TERMS: Net 30 Days | |
|--------------------|---|------------------------|---------------|-----------|--------------------|--|
| ITEM NUMBER | DESCRIPTION | QTY | SHIPPED | PRICE | AMOUNT | |
| AWK-1137C-US | IEEE802.11 a/b/g/n wireless ap us band DIN-Rail mount, Redunc | 19.00 | 0.00 | COMPONENT | | |
| G8JN-1C7TMFDC12 | 12V Relay | 19.00 | 0.00 | COMPONENT | | |
| SMD-W-3J3J-BLK | Black Mimo Antenna 2.4-2.5/4.9--6 GHz = 12 Feet RF-195 with | 19.00 | 0.00 | COMPONENT | | |
| WK-51-01-UNIVER | Universal Wall Mount for Moxa Wireless Radio | 19.00 | 0.00 | COMPONENT | | |
| | | | | | | |
| /INSTALL | Install For 4112-HVR 3 Camera & Wireless Components Needed Per Vehicle Installation - Fire | 8.00 | 0.00 | 768.75 | 6,150.00 | |
| | | | | | | |
| /INSTALL | Install For 4112-HVR 5 Camera & Wireless Components Needed Per Vehicle Installation - Fire | 11.00 | 0.00 | 956.25 | 10,518.75 | |
| | | | | | | |
| 200159 | 24TB Rack Mounted Server Per SV Wireless Recommendation PowerEdge R540 | 1.00 | 0.00 | 7,780.66 | 7,780.66 | |
| | | | | | | |
| /INSTALL | Install For Server & 2 Day Onsite Training Server Installation & Training | 1.00 | 0.00 | 2,819.00 | 2,819.00 | |

Quote Written By Austin Vaughn

TERMS Net 30 Days FROM INVOICE DATE, 7 DAYS SHIPPING.

ALL PRICES FIRM FOR SIXTY (60) DAYS.
INSTALLATION MAY BE DONE INTERNALLY OR WE CAN PROVIDE QUOTES FOR SERVICE.

ACCOUNT MANAGER: _____ DATE: _____

CUSTOMER SIGNATURE: _____

Net Order: 95,257.41
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
95,257.41



Legislation Details (With Text)

File #: AGR 20-020 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 5/8/2020 **In control:** City Council

On agenda: 6/2/2020 **Final action:**

Title: Consideration of and action on an agreement with Ardurra Group, LLC for professional engineering services related to the Clearwell and Disinfection Improvements at the Surface Water Treatment Plant.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Unexecuted Engineering Design Services Agreement](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on an agreement with Ardurra Group, LLC for professional engineering services related to the Clearwell and Disinfection Improvements at the Surface Water Treatment Plant.

Summary:

The Ardurra Group has performed looking into changing the disinfectant at the water treatment plant and increasing the amount of CT (Contact Time) for the disinfectant in the process. These topics have been combined into one agreement for the design of both projects into one for cost savings in both design and construction phases.

Disinfection: This project changes the type of chemical used as the primary disinfectant at the water plant. Currently, the plant utilizes two (2) 1-ton containers of gas chlorine and 39% Aqueous Ammonia. As discussed in Council Workshop in February, this project changes the chlorine to a low grade hypochlorite solution, doing away with the gas and the safety measures and Risk Management plan associated with gas chlorine. Additionally the plant will change to liquid ammonium sulfate (LAS), a more stable ammonia product. The disinfectant used by the plant will remain monochloramines, but the chemicals to create them will be safer for plant staff and the community.

Clearwell: The clearwell is the basin between our filters and the water being pushed into the city. It is primarily made up of a basin with 6 transfer pumps. The Texas Commission on Environmental Quality (TCEQ) requires a certain CT (contact time) of the disinfectant. This number is determined by the disinfectant residual, the time it takes to go through the process, the temperature, and a few other factors. Additionally, TCEQ requires plants to be constructed with a firm capacity, defined as total station maximum pumping capacity with the largest pumping unit out of service. The City of Deer Park Water Treatment Plant currently meets both requirements, however 1) the CT is only met when Coastal Water Authority maintains chlorine in the raw water feed, 2) the CT dips in extreme cold temperatures and 3) firm capacity is only met when the clearwell is within one foot of overflowing. This project is designed to add CT by building baffles inside the two onsite Ground Storage Tanks

(GSTs) and to add pumping capacity through the addition of a pump to the existing clearwell or to increase the size of the pumps in the clearwell. Additional modifications of piping will be required regardless of which method to increase pumping capacity is used.

The agreement with Ardurra Group, LLC, is for the design of the combined projects with basic services costing \$603,173.00 and additional services of \$74,636.50 for a total cost of \$677,809.50.

Fiscal/Budgetary Impact:

This project is funded through Water/Sewer Bond Series 2019

Staff recommends approving the design phase.

AGREEMENT FOR ENGINEERING SERVICES
for
The City of Deer Park Surface Water Treatment Plant
Clearwell Transfer Pump, GST and Disinfection Improvements
Project 3763-18

This Agreement is made and entered into in Deer Park, Harris County, Texas on this 19th day of May, 2020; by and between **The City of Deer Park**, a Municipal Corporation in the State of Texas, and **Ardurra Group** ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains **Ardurra Group** to perform engineering services related to the above mentioned project, in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Exhibit A of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the Work amounting to \$677,809.50 ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK’S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

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

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

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

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

(4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

(5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

By _____
Name _____
Title _____
Date _____

The City of Deer Park
By _____
Name _____
Title _____
Date _____

EXHIBIT 'A'

May 7, 2020



Mr. Bill Pedersen
Director of Public Works
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

Subject: Proposal to Provide Professional Engineering Services
City of Deer Park Surface Water Treatment Plant
Clearwell Transfer Pump, GST, and Disinfection Improvements

Dear Mr. Pedersen:

Ardurra Group, Inc ("Ardurra") is excited to have the opportunity to submit this proposal to the City of Deer Park to provide professional engineering services for design, bidding, and construction phase of the Clearwell Transfer Pump, GST, and Disinfection Improvements project for city's surface water treatment plant.

Please find the attached Exhibit A - Detailed Scope of Services which provides a detailed description of engineering and professional services for the proposed improvements.

Based on the scope of services described in Exhibit A, we proposed to complete the work under a lump sum basis in the following amount:

| | |
|---------------------|--------------|
| Basic Services | \$603,173.00 |
| Additional Services | \$74,636.50 |

In addition, please find the attached level of effort fee tabulation.

We look forward to beginning work on this importance project and appreciate the opportunity to serve the City of Deer Park. Should you have any questions or require additional information, please feel free to contact me at (713) 208-9463 or Jeff Peters at (713) 385-5601.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Yue Sun', is placed above the printed name.

Yue Sun, P.E., BCEE
Senior Project Manager/Water Treatment Practice Leader
TBPE Firm Registration No F-17004

cc: Jeff Peters, PE, BCEE, Client Account Manager, File

Ardurra Group
2032 Buffalo Terrace
Houston, TX 77019
www.ardurra.com

Exhibit A / Detailed Scope of Engineering Services

SCOPE OF SERVICES FOR CITY OF DEER PARK WATER TREATMENT PLANT CLEARWELL TRANSFER PUMP, GST, AND DISINFECTION IMPROVEMENTS

The City of Deer Park surface water treatment plant was constructed in 1989 and treats raw water from the Trinity River via Lake Livingston. The plant a conventional treatment plant and currently rated for 8 mgd production capacity.

The existing transfer pump station consists of six vertical turbine pumps, 950 gallons per minute (gpm) each. The station provides a total pumping capacity of 8.21 mgd, and a firm pumping capacity of 6.84 mgd. Therefore, City desires to improve the clearwell transfer pump station to provide a firm station capacity of 8 mgd as required by TCEQ.

Additionally, the current CT study defines four disinfection zones for the plant, including the raw water pipeline from CWA. Plant staff indicated there had been some challenges to meet disinfection CT requirement when the “CWA” A system delivers a low chlorine residual or water temperature is low. City desires to add baffle walls inside existing ground storage tanks (GSTs) to improve CT for TCEQ compliance.

The plant presently uses gas chlorine and aqua ammonia to form chloramine for disinfection. To improve operator safety during chemical handling, and reduce risks of public exposure due to potential chemical release during transportation, Ardurra performed an alternative evaluation to assess improvement options, including gas chlorine with Chlortainer secondary containment, bulk deliverable sodium hypochlorite solution, and onsite sodium hypochlorite generation. As a result of the evaluation, it was recommended to replace the existing gas chlorine system with an onsite hypochlorite generation system.

The general scope of the improvements for this project includes the following:

1. Install a new transfer pump, motor, and associated piping, fittings, and valves to supplement existing station capacity and provide a firm capacity of 8-mgd. The new pump will be vertical turbine pump to match existing pump type.
2. Expand the existing clearwell to house new pump and interconnect with current clearwell.
3. Modify existing pump suction and discharge piping headers.
4. Install baffle walls inside the ground storage tanks to improve plant disinfection CT.
5. Install a new on-site sodium hypochlorite generator system including two 200 ppd generators, a brine storage tank, hypochlorite product tanks, metering pumps, blowers and auxiliary equipment.
6. Modify existing chlorine storage room to house the new generator equipment.

Exhibit A / Detailed Scope of Engineering Services

7. Replace existing aqua ammonia storage and feed system with a new liquid ammonium sulfate (LAS) storage and feed system that includes bulk storage tanks and metering pumps.
8. Construct chemical containment and chemical piping system.
9. Construct associated structural, ancillary architectural, electrical, instrumentation control and SCADA, HVAC and plumbing, site civil, and yard piping work for proposed improvements.

Ardurra Group, Inc. (Engineer) will perform necessary tasks to complete design, bid phase and construction phase engineering services for proposed improvements as defined in this scope document. The work associated with these engineering services is separated into the following tasks:

PART 1 - BASIC SERVICES

Task 1 General Project Management and Coordination
Task 2 Design Phase
Task 3 Bidding Phase
Task 4 Engineering Services during Construction Phase

PART 2 - ADDITIONAL SERVICES

Task 5 On-Site Topographic Survey
Task 6 Geotechnical Investigation
Task 7 Drainage Study and Analysis
Task 8 Off-site Survey for Drainage Study
Task 9 Disinfection CT Study Update

PART 1 - BASIC SERVICES

Task 1 General Project Management and Coordination

- 1.1 Conduct a project kick-off meeting with City staff. The project kick-off meeting will discuss project expectations, schedule, deliverables and confirm project goals.
- 1.2 Conduct monthly progress meetings during the project phase with City staff to review work completed to date, project schedule, and other issues. These meetings will be approximately 1-hour in duration. It is assumed a maximum of four (4) project progress/coordination meetings will be held.
- 1.3 Coordinate with project team to complete project tasks and meet project objectives.
- 1.4 Perform quality assurance/quality control procedures during the project phase. Those procedures will include a technical internal review of all interim deliverables (including Basis of Design Technical Memorandum for Clearwell Transfer Pump improvements, 60 percent and 90 percent design milestones) and Final Bid-Ready documents.
- 1.5 Coordinate client review meetings in accordance with City procedures. Reviews are anticipated at Basis of Design Technical Memorandum for Clearwell Transfer Pump improvements, 60 percent, 90 percent, and 100 percent completion of design. Engineer will review, consolidate and prepare

Exhibit A / Detailed Scope of Engineering Services

written response to City's review committee. The review meetings may be combined with monthly progress meetings.

- 1.6 Coordinate external regulatory review with the TCEQ. Meet requirements for notification and submission to the TCEQ for review/approval of documents and design.
- 1.7 Perform miscellaneous project management and coordination duties throughout the project, maintain and update project schedule, tracking budget, and prepare invoicing and progress reports.

Task 2 Design Phase

- 2.1 Engineer will review the existing plant drawings and previous reports to gather plant operation data. Conduct up to two (2) site visits/meetings with plant staff to field-verify conditions.
- 2.2 Basis of Design Technical Memorandum for Clearwell Transfer Pump and GST improvements. The proposed improvements will involve expansion of the existing clearwell, installation of one new pump to meet the firm capacity as required and installing baffle walls inside the ground storage tanks.

Engineer will develop a basis of design to present proposed design criteria, and equipment sizing.

Review piping layout of the existing pump station and compare with the latest Hydraulic Institute (HI) Pump Intake and Piping Design Standard to validate compliance.

Engineer will develop new pump, clearwell expansion, and piping layout in accordance with the HI design Standard.

Engineer will develop yard piping modifications and address constructability concerns and potential impacts on plant operation.

Engineer will develop an electrical load list and one-line diagram for proposed improvements.

A Basis of Design Technical Memorandum will be developed to present the basis of design and submitted for city review.

- 2.3 Design and Plans
 - 2.3.1 The Engineer will prepare complete design drawings for constructing the proposed improvement work. Plans will be developed at 60 percent, 90 percent, and Final Bid-Ready Documents.
 - 2.3.2 Instrumentation, control and SCADA upgrades necessary to accommodate the proposed improvements, and integration of new equipment control and PLCs with plant SCADA system.
 - 2.3.3 Site civil design including grading, paving, drainage pipe velocity considerations, piping sizing and placement, and hydraulic gradient, and a stormwater pollution prevention plan (SWPPP) to address erosion and sediment control strategies during construction, prepare TCEQ Notice of Intent (NOI) forms, and develop construction costs for SWPPP measures.

Exhibit A / Detailed Scope of Engineering Services

- 2.3.4 Structural and ancillary architectural design for clearwell expansion, GST baffle wall installation, building modifications, chemical secondary concrete containment, and piping supports etc.
- 2.3.5 Electrical upgrades to handle additional electrical loads and accommodate the proposed improvements.
- 2.3.6 Ventilation and plumbing improvements for the existing chlorine storage room, chlorine feed room, and ammonia feed room.
- 2.4 Specifications: The Engineer will prepare complete contract documents, bid form, and technical specifications for constructing the proposed improvement work. Specifications will be developed at 60 percent, 90 percent, and Final Bid-Ready Documents. Engineer will use a combination of City and Ardurra's standard specifications modified as necessary to accommodate local conditions. Specification format will be Ardurra standard format.
- 2.5 Cost Estimate. Develop a quantity take-off and prepare an opinion of probable construction cost (OPCC) and include it with each submittal.
- 2.6 Engineer will coordinate with City building permit department to obtain review and approval for the proposed improvements.

Deliverables:

- Basis of Design Technical Memorandum for Clearwell Transfer Pump and GST Improvements to present design criteria, equipment sizing, preliminary layouts etc.
- Three (3) 11"x17" (half-size) copies of the submittal drawings, Technical Specifications, and OPCC for each deliverable
- One electronic copy containing the Plans, Technical Specifications and OPCC in PDF format for each design milestone

Task 3 Bidding Phase

Upon completion of the Contract Documents, Engineer will assist the City in the bidding phase and provide the following services:

- 3.1 Attend the pre-bid meeting and site walkthrough.
- 3.2 Respond to questions during bidding, prepare and issue addenda if necessary.
- 3.3 Prepare bid tabulation, evaluate bids, and submit a letter of recommendation of award.
- 3.4 Prepare conformed documents.

Deliverables:

- Addenda as Required to Response to Bidder's Questions;
- Bid Tab;

Exhibit A / Detailed Scope of Engineering Services

- Engineer Letter of Recommendation of Bid Award;
- Conformed Documents including
 - a) One 11"x17" (half-size) set of plans and specifications for use by the city
 - b) Three full size sets of plans and specifications for use by the Contractor
 - c) One electronic copy of plans and specifications

Task 4 Construction Phase

4.1 General

- 4.1.1 Attend pre-construction meeting to provide information & answer questions.
- 4.1.2 Attend eighteen (18) construction monthly progress meetings and site visits. It is assumed that construction duration will include sixteen (16) months from start to substantial completion, and two more months to final acceptance. Per discussion with the City, construction management and field inspection will be provided by the City.
- 4.1.3 Additional site visits up to four (4) to assist city with addressing field construction issues.
- 4.1.4 Perform project management and contract administration duties similar to those in the previous phases, throughout construction.

4.2 Substantial Completion and Final Acceptance

- 4.2.1 Review progress of work for Substantial Completion (in the form of a Substantial Completion walkthrough inspection); with production of punch list; substantiation that items are completed; and issue Certificate of Substantial Completion with concurrence of the City.
- 4.2.2 Conduct a final inspection to substantiate that the completed work of Contractor is acceptable to certify work completion and issue Certificate of Final Acceptance with concurrence of the City.

4.3 Submittal, RFI, CO Review

Engineer will review and comment on Contractor's submittals, RFIs, RCOs including coordination with the City on Change Directives and Change Orders.

It is assumed shop drawings and other submittals will be reviewed no more than twice and Preliminary and Final O&M Manual will be reviewed once. It is assumed 25% resubmittals. Engineer will proactively work with the City and Contractor to address technical deficiencies of submittals in order to minimize multiple reviews. This would be accomplished by way of notification of serious noted deficiencies upon initial receipt of a submittal where the defective submittal would be promptly returned.

Engineer will provide interpretive guidance for Contractor and City in resolution of problems.

4.4 Record Drawings

Engineer will coordinate with general contractor and sub-contractors to obtain complete record of As Built "redlines".

Exhibit A / Detailed Scope of Engineering Services

Engineer will prepare Record Drawings from Contractor's As Built "redlines" in electronic format (CD) & hard copy format.

Deliverables:

- One full-size hard copy and one electronic copy of Record Drawings.

PART 2 - ADDITIONAL SERVICES

Task 5 Site Topographic Survey

Conduct a site topographic survey of project improvements area to locate existing utilities, structure elevations, and locate geotechnical borings on the topographic survey maps.

Task 6 Geotechnical Investigation

Perform a geotechnical investigation and develop geotechnical report for structural foundation and design recommendations. The geotechnical investigation will include six (6) borings in the proposed project area. This include two borings, 45 ft deep each for the proposed clearwell expansion, and three borings, 25 feet deep each outside the GST perimeter, and one boring in the chemical containment area.

Task 7 Drainage Study and Analysis

Harris County has recently issued interim guidelines and updated criteria for ATLAS 14 Implementation. Rainfall intensity design criteria has been increased in the updated guidelines. Areas impacted by this have already adopted the updated criteria or are in the process of adopting for new improvements. Considering proposed impervious cover from Clearwell Transfer Pump, GST, and Disinfection Improvements, it is recommended a drainage study be performed using the updated rainfall intensity design criteria for proper design of on-site grading and subsurface drainage facilities to ensure that no adverse impact occurs 2,000 linear feet downstream.

The drainage study and analysis includes the following:

- 1) Delineation of Drainage Basin (off-site).
- 2) Preparation of ultimate on-site developments from both Clearwell, Transfer Pump, and GST Improvements, and Disinfection Improvements projects.
- 3) Determination of Runoff.
 - a) Design Rainfall Events.
 - b) Application of Runoff Calculation assuming that drainage area is less than 640 Acres.
 - c) Determine Coefficients for Rational Method. The study will use Rational Method and HEC-HMS/HEC-RAS Model will not be performed.

Should any off-site improvements be identified, the improvements will be implemented by the city via a separate project.

Task 8 Off-site for Drainage Study

In support of the drainage study, Engineer shall perform a survey of off-site stormwater system cross sections from the point of improvements to 2,000 feet downstream to ensure no adverse impacts are created downstream. Survey of cross sections shall be taken at an interval of 100 feet along the downstream storm water conveyance. Sections shall be located at flow line at 25 feet or 50 feet

Exhibit A / Detailed Scope of Engineering Services

intervals to properly characterize the conveyance system. Survey shall include all found monuments and set off-site horizontal, control points. Research off-site abstract information used. City will assist and coordinate for accessing to downstream survey of cross-sections.

Task 9 Disinfection CT Study Update

In conjunction with clearwell expansion and GST baffle wall addition, the plant disinfection CT study will need to be updated. Engineer will review current CT study and plant monthly operating reports. The CT study will be updated to incorporate clearwell transfer pump and GST baffle wall improvements. Engineer will submit updated CT study to TCEQ for review and approval.

Exhibit A / Detailed Scope of Engineering Services

TABLE A-1
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
CITY OF DEER PARK
WATER TREATMENT PLANT
CLEARWELL TRANSFER PUMP, GST, AND DISINFECTION IMPROVEMENTS

BASIC AND ADDITIONAL SERVICES FEES

| Task No. | Task Description | Amount |
|-------------------------------------|--|---------------------|
| PART 1 Basic Services | | |
| TASK 1 | Project Management and Coordination (LS) | \$41,654.00 |
| TASK 2 | Design Phase (LS) | \$423,799.00 |
| TASK 3 | Bid Phase (LS) | \$20,687.00 |
| TASK 4 | Engineering Services During Construction (LS) | \$117,033.00 |
| Subtotal Basic Services | | \$603,173.00 |
| PART 2 Additional Services | | |
| TASK 5 | On-Site Topographic Survey (LS) | \$8,717.50 |
| TASK 6 | Geotechnical Investigation (LS) | \$24,438.00 |
| TASK 7 | Drainage Study and Analysis (LS) | \$12,350.00 |
| TASK 8 | Off-site Survey for Drainage Study (LS) | \$13,941.00 |
| TASK 9 | Disinfection CT Study Update (LS) | \$15,190.00 |
| | | |
| Subtotal Additional Services | | \$74,636.50 |
| Total Contract Amount | | \$677,809.50 |

LS – Lump Sum

Exhibit A-1 Level of Effort Fee Estimate

Project: City of Deer Park WTP Clearwell Transfer Pump, GST, and Disinfection Improvements
Consultant: Ardurra Group
Date: 5/6/2020/2020

| | | | Ardurra Estimated Man-hours | | | | | | | | | | | | Subconsultants | | | | | | | | | | | |
|---|---------|---|-----------------------------|-----------|-----------|-------------------------------|------------------------------|-------------------------------|------------------------------------|------------------------------|--------------|----------------|------------------------|-------|-----------------------------|----------------------------------|--------------|-----------------------|-----------------------|-----------------|--------------------------------|---------------------------|------------------------|-------------------|--------------------------------|----------------------------------|
| Position | | | Project Director | QA/QC | Sr. PM | Sr. Proj. Eng. (Process Mech) | Proj Eng.5/6 (Process Mech) | Proj Eng. 3/4 (Process Mech) | Sr. Proj. Eng. (Instru. & Control) | Proj Eng. Instru. & Control) | CAD Designer | Word Processor | Contract Administrator | Admin | Ardurra - Total Hours (Hrs) | Ardurra Subtotal Labor Cost (\$) | ODCs (\$) | Ardurra Subtotal (\$) | Briones (Survey) (\$) | AACE (HPF) (\$) | Wekiva (Structural/ Arch) (\$) | Kalluri (Electrical) (\$) | Geotest (Geotech) (\$) | Total Hours (Hrs) | Ardurra Sub Mark-up (10%) (\$) | Total Cost (Ardurra + Subs) (\$) |
| Task | Subtask | Task Description | \$ 275.00 | \$ 275.00 | \$ 240.00 | \$ 230.00 | \$ 180.00 | \$ 230.00 | \$ 160.00 | \$ 150.00 | \$ 120.00 | \$ 120.00 | \$ 90.00 | | | | | | | | | | | | | |
| PART 1 - BASIC SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1. GENERAL PROJECT MANAGEMENT AND COORDINATION | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1.1 | Project Kick-off Meeting, Agenda and Meeting Minutes | | | 4 | | | 4 | | | 2 | | | 10 | \$ 1,840.00 | | \$ 1,840.00 | | | | | | | 10 | \$ - | \$ 1,840.00 |
| | 1.2 | Project Progress Meetings, Agenda and Meeting Minutes (up to 4) | 4 | | 8 | | | 12 | | | 8 | | | 32 | \$ 5,900.00 | | \$ 5,900.00 | | | | | | | 32 | \$ - | \$ 5,900.00 |
| | 1.3 | Internal Project Team Coordination and Meetings | | | 8 | | 8 | 24 | | | | | 8 | 48 | \$ 7,920.00 | | \$ 7,920.00 | | | | | | | 48 | \$ - | \$ 7,920.00 |
| | 1.4 | QA/QC and Technical Review (60%, 90%, & Final Bid-Ready) | 6 | 40 | | | | | | | | | | 46 | \$ 12,650.00 | | \$ 12,650.00 | | | | | | | 46 | \$ - | \$ 12,650.00 |
| | 1.5 | City Review (BOD, 60%, 90%, 100%) and Submittal Comments Incorporation, Comments-Response Log Preparation | | | 4 | | | 12 | | | | | 8 | 24 | \$ 3,600.00 | | \$ 3,600.00 | | | | | | | 24 | \$ - | \$ 3,600.00 |
| | 1.6 | TCEQ Regulatory Coordination and Document Submission | | | 8 | | | 12 | | | | | 4 | 24 | \$ 4,200.00 | | \$ 4,200.00 | | | | | | | 24 | \$ - | \$ 4,200.00 |
| | 1.7 | Project Schedule, Filing, Invoicing, Progress Report & Contract Administration (Final Design Phase) | | | 4 | | | 8 | | | | | 8 | 4 | 24 | \$ 3,560.00 | | \$ 3,560.00 | | | | | | 24 | \$ - | \$ 3,560.00 |
| | | Project Task Expenses (5% on Subtotal Hrs Cost) | | | | | | | | | | | | | | | \$ 1,984.00 | \$ 1,984.00 | | | | | | | \$ - | \$ 1,984.00 |
| Task 1. GENERAL PROJECT MANAGEMENT AND COORDINATION | | | 10 | 40 | 36 | 0 | 8 | 72 | 0 | 0 | 0 | 10 | 8 | 24 | 208 | \$ 39,670.00 | \$ 1,984.00 | \$ 41,654.00 | \$ - | | | \$ - | | 208 | \$ - | \$ 41,654.00 |
| TASK 2. DESIGN PHASE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.1 | Site Visits | | | 2 | | | 8 | | 8 | | | | 18 | \$ 3,040.00 | | \$ 3,040.00 | | | | | | | 18 | \$ - | \$ 3,040.00 |
| | 2.2 | Basis of Design Development | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Improvement Evaluation and Basis of Design | | | | 8 | | 16 | | | | | | 24 | \$ 4,400.00 | | \$ 4,400.00 | | | | | | | 24 | \$ - | \$ 4,400.00 |
| | | Review existing Piping Layout and Develop new | | | | 8 | | 24 | | 16 | | | | 48 | \$ 8,080.00 | | \$ 8,080.00 | | | | | | | 48 | \$ - | \$ 8,080.00 |
| | | Yard Piping modifications and Constructability Review | 2 | | | 8 | | 24 | | 16 | | | | 50 | \$ 8,630.00 | | \$ 8,630.00 | | | | | | | 50 | \$ - | \$ 8,630.00 |
| | | Basis of Design TM | 2 | | 4 | | | 20 | | | | | | 26 | \$ 4,710.00 | | \$ 4,710.00 | | | | | | | 26 | \$ - | \$ 4,710.00 |
| | 2.3 | Plans (60%, 90% & Bid-Ready) | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.3.1 | Process Mechanical Design | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | G-1 | Cover Sheet | | | 0.5 | | | 1 | | 2 | | | | 3.5 | \$ 580.00 | | \$ 580.00 | | | | | | | 3.5 | \$ - | \$ 580.00 |
| 2 | G-2 | Drawing Index and General Notes | | | 0.5 | | | 1 | | 4 | | | | 5.5 | \$ 880.00 | | \$ 880.00 | | | | | | | 5.5 | \$ - | \$ 880.00 |
| 3 | G-3 | General Legend and Abbreviations | | | 0.5 | | | 1 | | 1 | | | | 2.5 | \$ 430.00 | | \$ 430.00 | | | | | | | 2.5 | \$ - | \$ 430.00 |
| 4 | P-1 | Overall Process Flow Diagram | | | 1 | | | 6 | | 4 | | | | 11 | \$ 1,800.00 | | \$ 1,800.00 | | | | | | | 11 | \$ - | \$ 1,800.00 |
| 5 | P-2 | Clearwell and Transfer Pump Partial Hydraulic Profile | | | 0.5 | | | 8 | | 4 | | | | 12.5 | \$ 2,000.00 | | \$ 2,000.00 | | | | | | | 12.5 | \$ - | \$ 2,000.00 |
| 6 | C-1 | Existing Site Plan | | | 0.5 | | | 4 | | 4 | | | | 8.5 | \$ 1,360.00 | | \$ 1,360.00 | | | | | | | 8.5 | \$ - | \$ 1,360.00 |
| 7 | C-2 | Proposed Improvement and Dimension Control Plan | | | 1 | | | 6 | | 8 | | | | 15 | \$ 2,400.00 | | \$ 2,400.00 | | | | | | | 15 | \$ - | \$ 2,400.00 |
| 8 | C-3 | Overall Yard Piping Plan | | | 1 | | | 6 | | 12 | | | | 19 | \$ 3,000.00 | | \$ 3,000.00 | | | | | | | 19 | \$ - | \$ 3,000.00 |
| 9 | C-4 | Yard Piping Modifications Plan I | | | 1 | | | 12 | | 10 | | | | 23 | \$ 3,660.00 | | \$ 3,660.00 | | | | | | | 23 | \$ - | \$ 3,660.00 |
| 10 | C-5 | Yard Piping Modifications Plan II | | | 1 | | | 12 | | 10 | | | | 23 | \$ 3,660.00 | | \$ 3,660.00 | | | | | | | 23 | \$ - | \$ 3,660.00 |
| 11 | C-6 | Yard Piping Modifications Plan III | | | 1 | | | 12 | | 10 | | | | 23 | \$ 3,660.00 | | \$ 3,660.00 | | | | | | | 23 | \$ - | \$ 3,660.00 |
| 12 | C-7 | Yard Piping Modifications Plan IV | | | 1 | | | 12 | | 10 | | | | 23 | \$ 3,660.00 | | \$ 3,660.00 | | | | | | | 23 | \$ - | \$ 3,660.00 |
| 13 | C-8 | Yard Piping Modifications Sections | | | 1 | | | 8 | | 10 | | | | 19 | \$ 3,020.00 | | \$ 3,020.00 | | | | | | | 19 | \$ - | \$ 3,020.00 |
| 14 | C-9 | Yard Piping Modifications Details | | | 1 | | | 8 | | 8 | | | | 17 | \$ 2,720.00 | | \$ 2,720.00 | | | | | | | 17 | \$ - | \$ 2,720.00 |
| 15 | D-1 | Existing Chemical Building No.2 Demolition Overall Plan | | | 1 | | | 8 | | 12 | | | | 21 | \$ 3,320.00 | | \$ 3,320.00 | | | | | | | 21 | \$ - | \$ 3,320.00 |
| 16 | D-2 | Chlorine Storage Room Demolition Enlarged Plan, Sections and Details | | | 0.5 | | | 8 | | 12 | | | | 20.5 | \$ 3,200.00 | | \$ 3,200.00 | | | | | | | 20.5 | \$ - | \$ 3,200.00 |
| 17 | D-3 | Chlorine Feed Room Demolition Enlarged Plan, Sections and Details | | | 0.5 | | | 8 | | 12 | | | | 20.5 | \$ 3,200.00 | | \$ 3,200.00 | | | | | | | 20.5 | \$ - | \$ 3,200.00 |
| 18 | D-4 | Ammonia Feed Room Demolition Enlarged Plan, Sections and Details | | | 0.5 | | | 10 | | 12 | | | | 22.5 | \$ 3,520.00 | | \$ 3,520.00 | | | | | | | 22.5 | \$ - | \$ 3,520.00 |
| 19 | M-1 | Clearwell Transfer Pump Improvements Plan | | | 1 | 4 | | 8 | | 12 | | | | 25 | \$ 4,240.00 | | \$ 4,240.00 | | | | | | | 25 | \$ - | \$ 4,240.00 |
| 20 | M-2 | Clearwell Transfer Pump Improvements Sections | | | 1 | 4 | | 8 | | 10 | | | | 23 | \$ 3,940.00 | | \$ 3,940.00 | | | | | | | 23 | \$ - | \$ 3,940.00 |
| 21 | M-3 | Clearwell Transfer Pump Piping Modifications Plan | | | 0.5 | 4 | | 8 | | 8 | | | | 20.5 | \$ 3,520.00 | | \$ 3,520.00 | | | | | | | 20.5 | \$ - | \$ 3,520.00 |
| 22 | M-4 | Clearwell Transfer Pump Piping Modifications Sections and Details | | | 0.5 | 2 | | 6 | | 8 | | | | 16.5 | \$ 2,740.00 | | \$ 2,740.00 | | | | | | | 16.5 | \$ - | \$ 2,740.00 |
| 23 | M-5 | Ground Storage Tank Baffle Wall Plan | | | 1 | 3 | | 16 | | 12 | | | | 32 | \$ 5,290.00 | | \$ 5,290.00 | | | | | | | 32 | \$ - | \$ 5,290.00 |
| 24 | M-6 | Ground Storage Tank Baffle Wall Sections and Details | | | 1 | 3 | | 12 | | 10 | | | | 26 | \$ 4,350.00 | | \$ 4,350.00 | | | | | | | 26 | \$ - | \$ 4,350.00 |
| 25 | M-7 | Misc. Mechanical Improvements Plan | | | 0.5 | | | 8 | | 8 | | | | 16.5 | \$ 2,600.00 | | \$ 2,600.00 | | | | | | | 16.5 | \$ - | \$ 2,600.00 |
| 26 | M-8 | Misc. Mechanical Improvements Section and Details | | | 0.5 | | | 8 | | 8 | | | | 16.5 | \$ 2,600.00 | | \$ 2,600.00 | | | | | | | 16.5 | \$ - | \$ 2,600.00 |
| 27 | M-9 | Chemical Building No. 2 Overall Modification Plan | | | 1 | | 4 | 12 | | 16 | | | | 33 | \$ 5,280.00 | | \$ 5,280.00 | | | | | | | 33 | \$ - | \$ 5,280.00 |

Exhibit A-1 Level of Effort Fee Estimate

Project: City of Deer Park WTP Clearwell Transfer Pump, GST, and Disinfection Improvements
Consultant: Ardurra Group
Date: 5/6/2020/2020

| | | | Ardurra Estimated Man-hours | | | | | | | | | | | | | | | | Subconsultants | | | | | | | | |
|----------------------|---------|---|-----------------------------|-----------|-----------|-------------------------------|------------------------------|-------------------------------|------------------------------------|------------------------------|--------------|----------------|------------------------|----------|-----------------------|-----------------------------|--------------|------------------|------------------|--------------|---------------------------|----------------------|-------------------|-------------|---------------------------|-----------------------------|--------------|
| | | | Project Director | QA/QC | Sr. PM | Sr. Proj. Eng. (Process Mech) | Proj Eng.5/6 (Process Mech) | Proj Eng. 3/4 (Process Mech) | Sr. Proj. Eng. (Instru. & Control) | Proj Eng. Instru. & Control) | CAD Designer | Word Processor | Contract Administrator | Admin | Ardurra - Total Hours | Ardurra Subtotal Labor Cost | ODCs | Ardurra Subtotal | Briones (Survey) | AACE (HPF) | Wekiva (Structural/ Arch) | Kalluri (Electrical) | Geotest (Geotech) | Total Hours | Ardurra Sub Mark-up (10%) | Total Cost (Ardurra + Subs) | |
| Position Rate | | | \$ 275.00 | \$ 275.00 | \$ 240.00 | \$ 230.00 | \$ 180.00 | \$ 160.00 | \$ 230.00 | \$ 160.00 | \$ 150.00 | \$ 120.00 | \$ 120.00 | \$ 90.00 | (Hrs) | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) | (Hrs) | (\$) | (\$) | |
| Task | Subtask | Task Description | | | 1 | | 8 | 16 | | | 16 | | | | 41 | \$ 6,640.00 | | \$ 6,640.00 | | | | | | 41 | \$ - | \$ 6,640.00 | |
| 28 | M-10 | OSHG Room Enlarged Plan | | | 1 | | 8 | 16 | | | 16 | | | | 41 | \$ 6,640.00 | | \$ 6,640.00 | | | | | | 41 | \$ - | \$ 6,640.00 | |
| 29 | M-11 | OSHG Room Sections | | | 1 | | 8 | 16 | | | 16 | | | | 41 | \$ 6,640.00 | | \$ 6,640.00 | | | | | | 41 | \$ - | \$ 6,640.00 | |
| 30 | M-12 | OSHG Product Solution Tank and Brine Tank Plan | | | 1 | | 6 | 16 | | | 16 | | | | 39 | \$ 6,280.00 | | \$ 6,280.00 | | | | | | 39 | \$ - | \$ 6,280.00 | |
| 31 | M-13 | OSHG Product Solution Tank and Brine Tank Sections | | | 1 | | 6 | 16 | | | 16 | | | | 39 | \$ 6,280.00 | | \$ 6,280.00 | | | | | | 39 | \$ - | \$ 6,280.00 | |
| 32 | M-14 | OSHG Metering Pump Room Enlarged Plan | | | 1 | | 8 | 16 | | | 16 | | | | 41 | \$ 6,640.00 | | \$ 6,640.00 | | | | | | 41 | \$ - | \$ 6,640.00 | |
| 33 | M-15 | OSHG Metering Pump Room Piping Isometric | | | 1 | | 6 | 12 | | | 16 | | | | 35 | \$ 5,640.00 | | \$ 5,640.00 | | | | | | 35 | \$ - | \$ 5,640.00 | |
| 34 | M-16 | LAS Storage Tank Plan and Sections | | | 1 | | 6 | 16 | | | 16 | | | | 39 | \$ 6,280.00 | | \$ 6,280.00 | | | | | | 39 | \$ - | \$ 6,280.00 | |
| 35 | M-17 | LAS Metering Pump Room Enlarged Plan | | | 1 | | 8 | 16 | | | 16 | | | | 41 | \$ 6,640.00 | | \$ 6,640.00 | | | | | | 41 | \$ - | \$ 6,640.00 | |
| 36 | M-18 | LAS Metering Pump Room Piping Isometric | | | 1 | | 6 | 12 | | | 16 | | | | 35 | \$ 5,640.00 | | \$ 5,640.00 | | | | | | 35 | \$ - | \$ 5,640.00 | |
| 37 | M-19 | Chemical System Valve Schedule | | | | | 2 | 8 | | | 10 | | | | 20 | \$ 3,140.00 | | \$ 3,140.00 | | | | | | 20 | \$ - | \$ 3,140.00 | |
| 38 | M-20 | Mechanical Standard details I | | | | | | 4 | | | 4 | | | | 8 | \$ 1,240.00 | | \$ 1,240.00 | | | | | | 8 | \$ - | \$ 1,240.00 | |
| 39 | M-21 | Mechanical Standard details II | | | | | | 4 | | | 4 | | | | 8 | \$ 1,240.00 | | \$ 1,240.00 | | | | | | 8 | \$ - | \$ 1,240.00 | |
| 40 | M-22 | Mechanical Standard details III | | | | | | 4 | | | 4 | | | | 8 | \$ 1,240.00 | | \$ 1,240.00 | | | | | | 8 | \$ - | \$ 1,240.00 | |
| 41 | M-23 | Mechanical Standard details III | | | | | | 4 | | | 4 | | | | 8 | \$ 1,240.00 | | \$ 1,240.00 | | | | | | 8 | \$ - | \$ 1,240.00 | |
| | 2.3.2 | Instrumentation, Control, and SCADA Design | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42 | I-1 | Instrumentation Legend | | | | | | | | 2 | 4 | | | | 6 | \$ 920.00 | | \$ 920.00 | | | | | | 6 | \$ - | \$ 920.00 | |
| 43 | I-2 | SCADA System Architecture | | | | | | | | 12 | 16 | | | | 30 | \$ 4,780.00 | | \$ 4,780.00 | | | | | | 30 | \$ - | \$ 4,780.00 | |
| 44 | I-3 | Clearwell Transfer Pump P&ID | | | | | | | | 12 | 16 | | | | 30 | \$ 4,780.00 | | \$ 4,780.00 | | | | | | 30 | \$ - | \$ 4,780.00 | |
| 45 | I-3 | OSHG P&ID I - Generators | | | | | | | | 16 | 20 | | | | 38 | \$ 6,020.00 | | \$ 6,020.00 | | | | | | 38 | \$ - | \$ 6,020.00 | |
| 46 | I-4 | OSHG P&ID II - Brine System | | | | | | | | 16 | 20 | | | | 38 | \$ 6,020.00 | | \$ 6,020.00 | | | | | | 38 | \$ - | \$ 6,020.00 | |
| 47 | I-5 | OSHG P&ID III - Blowers | | | | | | | | 8 | 10 | | | | 20 | \$ 3,240.00 | | \$ 3,240.00 | | | | | | 20 | \$ - | \$ 3,240.00 | |
| 48 | I-6 | OSHG P&ID IV - Product Solution Tanks & Metering Pumps | | | | | | | | 12 | 20 | | | | 34 | \$ 5,380.00 | | \$ 5,380.00 | | | | | | 34 | \$ - | \$ 5,380.00 | |
| 49 | I-7 | LAS System P&ID | | | | | | | | 12 | 16 | | | | 30 | \$ 4,780.00 | | \$ 4,780.00 | | | | | | 30 | \$ - | \$ 4,780.00 | |
| 50 | I-8 | Instrumentation Details | | | | | | | | 4 | 4 | | | | 8 | \$ 1,240.00 | | \$ 1,240.00 | | | | | | 8 | \$ - | \$ 1,240.00 | |
| | 2.3.3 | Site Civil Subdiscipline Design (grading, paving, drainage etc., 10 sheets estimated) | | | | | | | | | | | | | 0 | \$ - | | \$ - | \$ 28,674.00 | | | | | 0 | \$ 2,867.40 | \$ 31,541.40 | |
| | 2.3.4 | Structural/Ancillary Architectural Subdiscipline Design (11 sheets estimated) | | | | | | | | | | | | | 0 | \$ - | | \$ - | | | \$ 20,017.50 | | | 0 | \$ 2,001.75 | \$ 22,019.25 | |
| | 2.3.5 | Electrical Subdiscipline Design (19 sheets estimated) | | | | | | | | 16 | | | | | 16 | \$ 2,560.00 | | \$ 2,560.00 | | | | \$ 59,410.58 | | 16 | \$ 5,941.06 | \$ 67,911.63 | |
| | 2.3.6 | HPF Subdiscipline Design (9 Sheets estimated) | | | | | | | | | | | | | 0 | \$ - | | \$ - | | \$ 26,811.00 | | | | | | \$ 2,681.10 | \$ 29,492.10 |
| | 2.4 | Contract Documents, Bid Form, and Technical Specifications (full specs for 60%, 90%, and Final Bid-ready) | 6 | | 8 | 12 | | 90 | 6 | 40 | | 24 | | 12 | 198 | \$ 32,470.00 | | \$ 32,470.00 | | | | | | 198 | \$ - | \$ 32,470.00 | |
| | 2.5 | Cost Estimate Development & Review (BOD TM, 60%, 90%, & Final bid-ready) | | | 2 | 6 | | 40 | | 30 | | | | | 78 | \$ 13,060.00 | | \$ 13,060.00 | | | | | | 78 | \$ - | \$ 13,060.00 | |
| | 2.6 | City Building Permit Review & Approval | | | 2 | | | 12 | | | | | | 4 | 18 | \$ 2,760.00 | | \$ 2,760.00 | | | | | | 18 | \$ - | \$ 2,760.00 | |
| | | Project Task Expenses (5% on Subtotal Hrs Cost) | | | | | | | | | | | | | | | \$ 13,114.00 | \$ 13,114.00 | | | | | | | \$ - | \$ 13,114.00 | |
| TASK 2. DESIGN PHASE | | | 10 | 0 | 48 | 62 | 68 | 611 | 20 | 188 | 565 | 24 | 0 | 16 | 1612 | \$ 262,280.00 | \$ 13,114.00 | \$ 275,394.00 | \$ 28,674.00 | \$ 26,811.00 | \$ 20,017.50 | \$ 59,410.58 | | 1612 | \$ 13,491.31 | \$ 423,799.00 | |

Exhibit A-1 Level of Effort Fee Estimate

Project: City of Deer Park WTP Clearwell Transfer Pump, GST, and Disinfection Improvements
Consultant: Ardurra Group
Date: 5/6/2020/2020

| | | | Ardurra Estimated Man-hours | | | | | | | | | | | Subconsultants | | | | | | | | | | | | |
|--|---------|--|-----------------------------|-----------|-----------|-------------------------------|------------------------------|-------------------------------|------------------------------------|------------------------------|--------------|----------------|------------------------|----------------|-----------------------------|----------------------------------|--------------|-----------------------|-----------------------|-----------------|--------------------------------|---------------------------|------------------------|-------------------|--------------------------------|----------------------------------|
| | | | Project Director | QA/QC | Sr. PM | Sr. Proj. Eng. (Process Mech) | Proj Eng.5/6 (Process Mech) | Proj Eng. 3/4 (Process Mech) | Sr. Proj. Eng. (Instru. & Control) | Proj Eng. Instru. & Control) | CAD Designer | Word Processor | Contract Administrator | Admin | Ardurra - Total Hours (Hrs) | Ardurra Subtotal Labor Cost (\$) | ODCs (\$) | Ardurra Subtotal (\$) | Briones (Survey) (\$) | AACE (HPF) (\$) | Wekiva (Structural/ Arch) (\$) | Kalluri (Electrical) (\$) | Geotest (Geotech) (\$) | Total Hours (Hrs) | Ardurra Sub Mark-up (10%) (\$) | Total Cost (Ardurra + Subs) (\$) |
| Position Rate | | | \$ 275.00 | \$ 275.00 | \$ 240.00 | \$ 230.00 | \$ 180.00 | \$ 230.00 | \$ 160.00 | \$ 150.00 | \$ 120.00 | \$ 120.00 | \$ 90.00 | | | | | | | | | | | | | |
| Task | Subtask | Task Description | | | | | | | | | | | | | | | | | | | | | | | | |
| TASK 3. BIDDING PHASE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 3.1 | Attend Pre-bid Meeting and Site Walkthrough | | | 4 | | | | | | | | | 4 | \$ 960.00 | | \$ 960.00 | | | | | | 4 | \$ - | \$ 960.00 | |
| | 3.2 | Respond to Bidder Questions, Prepare & Issue Addenda | | | 4 | | | 16 | 2 | 8 | 12 | 4 | | 46 | \$ 7,540.00 | | \$ 7,540.00 | \$ 1,235.25 | \$ 1,793.00 | \$ 1,100.00 | \$ 1,543.50 | | 46 | \$ 567.18 | \$ 13,778.93 | |
| | 3.3 | Bid Evaluation, Bid Tabulation, & Recommendation of Award | | | 2 | | | 6 | | | | | | 8 | \$ 1,440.00 | | \$ 1,440.00 | | | | | | 8 | \$ - | \$ 1,440.00 | |
| | 3.4 | Prepare Conformed Documents | | | | | | 8 | | 2 | 12 | 2 | | 26 | \$ 3,820.00 | | \$ 3,820.00 | | | | | | 26 | \$ - | \$ 3,820.00 | |
| | | Project Task Expenses (5% on Subtotal Hrs Cost) | | | | | | | | | | | | | | \$ 688.00 | \$ 688.00 | | | | | | | \$ - | \$ 688.00 | |
| TASK 3. BIDDING PHASE | | | 0 | 0 | 10 | 0 | 0 | 30 | 2 | 10 | 24 | 6 | 0 | 2 | 84 | \$ 13,760.00 | \$ 688.00 | \$ 14,448.00 | \$ 1,235.25 | \$ 1,793.00 | \$ 1,100.00 | \$ 1,543.50 | | 84 | \$ 567.18 | \$ 20,687.00 |
| TASK 4. ENGINEERING SERVICES DURING CONSTRUCTION PHASE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 4.1 | General | | | | | | | | | | | | | | | | | | | | | | | | |
| | 4.1.1 | Attend pre-construction meeting | 2 | | 4 | | | | | | | | | 6 | \$ 1,510.00 | | \$ 1,510.00 | | | | | | 6 | \$ - | \$ 1,510.00 | |
| | 4.1.2 | Attend construction progress meetings/site visits (up to 18) | | | 18 | | | 18 | | | | | | 36 | \$ 7,200.00 | | \$ 7,200.00 | | | | | | 36 | \$ - | \$ 7,200.00 | |
| | 4.1.3 | Additional Site Visits (up to 4) | | | | | 8 | | | | | | | 8 | \$ 1,440.00 | | \$ 1,440.00 | | | | | | 8 | \$ - | \$ 1,440.00 | |
| | 4.1.4 | Project management & coordination, invoicing, progress report, subconsultant management, and contract management | | | 6 | | | 18 | | | | 18 | | 42 | \$ 6,480.00 | | \$ 6,480.00 | | | | | | 42 | \$ - | \$ 6,480.00 | |
| | 4.2 | Substantial Completion and Final Acceptance | | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | |
| | 4.2.1 | Substantial completion walkthrough and punch list | | | 8 | | | 8 | | 8 | | | 4 | 28 | \$ 4,840.00 | | \$ 4,840.00 | | | | | | 28 | \$ - | \$ 4,840.00 | |
| | 4.2.2 | Final completion inspection and final acceptance | | | 4 | | | 6 | | | 2 | | | 12 | \$ 2,160.00 | | \$ 2,160.00 | | | | | | 12 | \$ - | \$ 2,160.00 | |
| | 4.3 | Submittal, RFI, CO Review | | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | |
| | 4.3.1 | Submittals, estimated 25% resubmittals ¹ | | | 8 | | | 100 | 4 | 40 | | | 12 | 164 | \$ 26,320.00 | | \$ 26,320.00 | \$ 6,845.25 | \$ 11,907.00 | \$ 8,685.00 | \$ 12,214.13 | | 164 | \$ 3,965.14 | \$ 69,936.51 | |
| | 4.3.2 | RFI Review and Response | | | 6 | | 8 | 8 | 2 | 4 | | 4 | | 32 | \$ 5,740.00 | | \$ 5,740.00 | | | | | | 32 | \$ - | \$ 5,740.00 | |
| | 4.3.3 | Change Order review and response | 2 | | 4 | | 8 | | 4 | 8 | 8 | 2 | | 36 | \$ 6,590.00 | | \$ 6,590.00 | | | | | | 36 | \$ - | \$ 6,590.00 | |
| | 4.4 | Review contractor as-built redlines and Prepare Record Drawings | | | 2 | | | 16 | | 4 | 24 | | 4 | 50 | \$ 7,640.00 | | \$ 7,640.00 | | | | | | 50 | \$ - | \$ 7,640.00 | |
| | | Project Task Expenses (5% on Subtotal Hrs Cost) | | | | | | | | | | | | | | \$ 3,496.00 | \$ 3,496.00 | | | | | | | | \$ 3,496.00 | |
| TASK 4. ENGINEERING SERVICES DURING CONSTRUCTION PHASE | | | 4 | 0 | 60 | 0 | 24 | 174 | 10 | 64 | 32 | 8 | 18 | 20 | 414 | \$ 69,920.00 | \$ 3,496.00 | \$ 73,416.00 | \$ 6,845.25 | \$ 11,907.00 | \$ 8,685.00 | \$ 12,214.13 | | 414 | \$ 3,965.14 | \$ 117,033.00 |
| TASK 2. DESIGN PHASE | | | 14 | 0 | 118 | 62 | 92 | 815 | 32 | 262 | 621 | 38 | 18 | 38 | 2110 | \$ 345,960.00 | \$ 17,298.00 | \$ 363,258.00 | \$ 36,754.50 | \$ 40,511.00 | \$ 29,802.50 | \$ 73,168.20 | \$ - | 2110 | \$ 18,023.62 | \$ 561,519.00 |
| TOTAL BASIC SERVICES | | | 24 | 40 | 154 | 62 | 100 | 887 | 32 | 262 | 621 | 48 | 26 | 62 | 2318 | \$ 385,630.00 | \$ 19,282.00 | \$ 404,912.00 | \$ 36,754.50 | \$ 40,511.00 | \$ 29,802.50 | \$ 73,168.20 | \$ - | 2318 | \$ 18,023.62 | \$ 603,173.00 |
| PART 2 - ADDITIONAL SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TASK 5 | | On-Site Topographic Survey | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ 7,924.50 | | | | | 0 | \$ 793.00 | \$ 8,717.50 | |
| TASK 6 | | Geotechnical Investigation | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | | | | | \$ 22,216.00 | 0 | \$ 2,222.00 | \$ 24,438.00 | |
| TASK 7 | | Drainage Analysis and Study | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ 11,227.00 | | | | | 0 | \$ 1,123.00 | \$ 12,350.00 | |
| TASK 8 | | Off-site Survey for Drainage Study | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ 12,673.00 | | | | | 0 | \$ 1,268.00 | \$ 13,941.00 | |
| TASK 9 | | Disinfection CT Study Update | 2 | | 16 | | 16 | 40 | | | | | 8 | 82 | \$ 14,390.00 | \$ 800.00 | \$ 15,190.00 | | | | | | 82 | \$ - | \$ 15,190.00 | |
| TOTAL ADDITIONAL SERVICES | | | 2 | 0 | 24 | 0 | 16 | 48 | 16 | 24 | 0 | 4 | 0 | 8 | 142 | \$ 25,590.00 | \$ 1,400.00 | \$ 26,990.00 | \$ 31,824.50 | \$ - | \$ - | \$ - | \$ 22,216.00 | 142 | \$ 5,406.00 | \$ 74,636.50 |
| TOTAL BASIC + ADDITIONAL | | | 26 | 40 | 178 | 62 | 116 | 935 | 48 | 286 | 621 | 52 | 26 | 70 | 2,460 | \$ 411,220.00 | \$ 20,682.00 | \$ 431,902.00 | \$ 68,579.00 | \$ 40,511.00 | \$ 29,802.50 | \$ 73,168.20 | \$ 22,216.00 | 2,460 | \$ 23,429.62 | \$ 677,809.50 |

Notes:

1. Subdiscipline LOE listed herein includes engineering services during Construction Phase.



Legislation Details (With Text)

File #: AGR 20-023 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 5/18/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Consideration of and action on an agreement with Cobb Fendley for the engineering analysis for the Boggy Bayou Watershed Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Engineering Design Services Agreement - \\$84,560 with exhibit - FINAL](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on an agreement with Cobb Fendley for the engineering analysis for the Boggy Bayou Watershed Project.

Summary: In November 2019, council authorized staff to negotiate a cost share contract with Harris County Flood Control District (HCFCD) for a regional study of the Boggy Bayou watershed. HCFCD agreed to a 50/50 cost share to fund the analysis. As you may recall, Cobb Fendley was hired to perform the engineering services to develop alternatives to alleviate flooding associated with the 2017 Hurricane Harvey rain event. We would now like to hire Cobb Fendley to perform the drainage analysis for the Boggy Bayou Watershed at a lump sum cost of \$84,560.

Fiscal/Budgetary Impact: The funding will come out of Fund 90 drainage funds with a 50/50 cost share and reimbursement of up to \$42,280 from HCFCD.

Staff recommends entering into an agreement with Cobb Fendley.

AGREEMENT FOR ENGINEERING & DESIGN SERVICES

for

Boggy Bayou Watershed Project

This Agreement is made and entered into in Deer Park, Harris County, Texas on June 2, 2020, by and between

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

And

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

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

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

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Exhibit A of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the

Work amounting **\$84,560.00 (eighty-four thousand, five-hundred and sixty dollars and zero cents)**. ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

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

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Cobb Fendley

By 

Name Charles M. Eastland

Title Executive Vice President

Date 5/19/2020

The City of Deer Park

By _____

Name _____

Title _____

Date _____

SCOPE OF WORK

Work Tasks

The following work tasks have been identified to accomplish the scope of services as described above.

A. The Engineer shall perform project management and attend meetings:

1. The Engineer shall manage the efforts of his team members and subcontractors, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope of services, budget and schedule, and otherwise direct the progress of the work.
2. Submit invoices in the City's standard format. Include in each monthly invoice package the following:
 - Current work schedule
 - Summary of work completed to date
 - Milestone reached, note deliverables and work activities
 - List of deliverable and work activities planned for coming month

B. The Engineer shall attend monthly progress meetings with the City and HCFCD to discuss study related issues, review the progress of the work efforts, and confirm adherence to the work progress. The Engineer shall prepare meeting minutes and provide to the City and HCFCD Project Managers (PM) within three (3) working days after all meetings.

C. The Engineer shall obtain, review and evaluate all available data for the study area including the latest version of the reference standards and criteria and other information as generally described herein.

1. Obtain, review, and evaluate all existing public and private utility information relevant to the characteristic of the existing drainage channels/systems for the study area.
2. Existing drainage related information, record drawings and survey information are readily available to the public. It is the responsibility of the Engineer to physically gather this information from available sources.
 - i. 2018 and/or 2008 LiDAR elevation data from Harris-Galveston Area Council (HGAC) website www.h-gac.com
 - ii. FEMA Flood Insurance Rate Maps (FIRMs) from FEMA website www.fema.gov
 - iii. Harris County Watershed Maps and FEMA Effective Hydrologic (HEC-HMS) and Hydraulic Models (HEC-RAS) for Studied Stream in Harris County from HCFCD www.hcfcd.org or www.m3models.org
 - iv. Harris County Appraisal District (HCAD) Parcel Maps and Property Data from www.hcad.org

D. Perform field visits to the study area and vicinity to photograph and adequately document existing conditions and special concerns.

1. Research and review the reported findings of all available, previous studies related to the study area and vicinity. The Engineer shall include all findings in the report.
2. If directed by the City, a Storm Water Investigation Survey should be performed (as an additional service) for the study area to gather existing storm sewer and overland flow information. This survey shall include data points of identified channel cross sections and/or relevant storm sewer details. In addition, the identification of high points in roadways and ditches shall be determined utilizing available 2001, 2008, and/or 2018 LiDAR data or from the Engineer's best judgment during the site visits. All surveys conducted shall be based upon the North American Vertical Datum (NAVD) of 1988, 2001 Adjustment and Texas State Plane – South Central 4204 Coordinates.

E. Perform Existing Condition Analysis to identify problem areas within the study limits:

1. Identify existing overland flow paths and ponding depths for the study area utilizing LiDAR data.
2. Review provided TSARP subbasin boundaries and revise as necessary
3. Review provided FEMA Effective hydrologic calculations (100-year TP-40 rainfall event) and revise as necessary
4. The Effective FEMA HEC-HMS will be modified to incorporate resultant existing condition flows from the storm sewer analysis, and the Effective FEMA HEC-RAS models for Boggy Bayou within the study area will be updated utilizing available LiDAR, collected survey data (if available) and Aerial photographic information.
5. Review and update additional hydrologic/hydraulic models to incorporate current conditions (if available)
6. Create existing condition UnSteady HEC-RAS model utilizing revised existing condition steady state geometry data
7. Map revised existing 100-year floodplain and create a 100-year flooding structural inventory based upon revised riverine floodplain
8. Conduct an Existing Conditions meeting with the City and HCFCD to demonstrate/document findings from the existing condition analysis (areas of concern, undersized storm sewer trunks/channels, sheetflow blockages, effects on receiving streams, etc.) to review results, compare/contrast with existing knowledge or problem areas with City/HCFCD. After existing condition has been discussed, potential direction for alternatives analysis will be discussed (no deliverables for potential alternatives since they have not been started - discussion only). Deliverables for the Existing Conditions Meeting will include a Microsoft PowerPoint presentation, Existing Condition Drainage Area Maps, Existing 100-year Ponding Maps, and an identified problem area map.

F. The Engineer shall develop and analyze alternatives including but not limited to buyout, sheet flow modifications, storm sewer improvements, storm water detention, open ditch modifications, channel improvements and other alternatives as deemed necessary to reduce the potential for flooding in the study area. The Engineer shall perform a proposed condition analysis by:

1. Modifying the existing condition models as necessary to improve conveyance of the design event storm and combination systems for conveyance of extreme event runoff to outfall locations per City criteria.
 2. The revised existing HEC-HMS model will be modified to include increased conveyance associated with Boggy Bayou - proposed condition model. A summary of flow change table will be created to analyze change in flow between existing and proposed condition
 3. Proposed condition models will be created to determine change in water surface elevation resulting from increased conveyance to Boggy Bayou from recommended conveyance improvements. A summary of Water Surface Elevations table will be prepared to identify resultant changes in WSE between the existing and proposed conditions.
 4. The Engineer will create a 100-year flooding structural flooding inventory based upon recommended improvements and will prepare a Cost/Benefit/LOS Alternatives Matrix
 5. Conduct a Proposed Condition meeting with the City and HCFCD to demonstrate/document findings from the Proposed Condition Analysis (identified storm sewer improvements, channel improvements, bridge improvements, potential detention locations, potential buyout locations, etc.). Deliverables for the Proposed Condition Meeting will include a Microsoft PowerPoint presentation, Proposed 100-year Ponding Maps, Summary maps identifying recommended improvements, and a Cost/Benefit/LOS matrix.
- J. The Engineer shall prepare and deliver an Engineering Report to the City and HCFCD for review. The Engineering Report will be signed and sealed by a Licensed Professional Engineer. It will include the prioritized alternative solutions and defined projects. Three (3) written reports shall be submitted along with a compact disc that includes a PDF of the report as well as the final models with shape files and worksheets used.

EXHIBIT A
Boggy Bayou Regional Impact Mitigation Analysis
PROPOSED BUDGET
November 14, 2019

| TASK DESCRIPTIONS | | Labor (Hours) | | | | | | TOTAL HOURS |
|-------------------|--|---------------|-----------|---------------------|----------------------|------------------|-------|-------------|
| | | TOTAL | PRINCIPAL | SENIOR ENGINEER III | PROJECT ENGINEER III | PROJECT ENGINEER | ADMIN | |
| | | Rate (\$/hr) | \$290 | \$220 | \$170 | \$125 | \$105 | |
| Task 1 | Project Startup | | | | | | | |
| | Collection, Review and Analysis of Existing Plans, H&H Data, Maps and Reports | | | | 2 | 4 | | 6 |
| | Perform field visit | | | 8 | 8 | 8 | | 24 |
| | Meetings/Coordination with City of Deer Park, HCFCD, and relevant stakeholders | | | 24 | 24 | | | 48 |
| Task 2 | Existing Condition Analysis | | | | | | | |
| | Analyze LiDAR Data to determine existing condition overland sheet flow patterns | | | 1 | 4 | 8 | | 13 |
| | Review provided TSARP subbasin boundaries and revise as necessary | | | 1 | 8 | 24 | | 33 |
| | Review provided FEMA Effective hydrologic calculations (100-year TP-40 rainfall event) and revise as necessary. | | | 1 | 8 | 24 | | 33 |
| | Review and update existing condition 100-year FEMA HEC-RAS geometry data based upon additional survey data | | | 2 | 2 | 4 | | 8 |
| | Review and update provided SWMM outfall rating curve models as necessary to determine starting WSE for HEC-RAS model | | | 2 | 2 | 4 | | 8 |
| | Create existing condition Un-Steady HEC-RAS model utilizing revised existing condition steady state geometry data | | | 4 | 24 | 80 | | 108 |
| | Map revised existing 100-year floodplain | | | 1 | 1 | 2 | | 4 |
| | Create 100-year flooding structural inventory based upon revised riverine floodplain | | | 2 | 2 | 4 | | 8 |
| Task 3 | Proposed Condition Analysis | | | | | | | |
| | Create alternatives which allow for reduction of hydraulic gradeline within the channel and water surface elevations outside the channel (to include additional/alternative flow paths and regional detention sites) | | | 12 | 40 | 100 | | 152 |
| | Create maps, tables and exhibits necessary to document proposed improvements and reduced water surface elevations | | | 2 | 4 | 16 | | 22 |
| | Determine recommended alternative and create proposed 100-year structural inventory | | | 2 | 2 | 8 | | 12 |
| | | | | | | | | 0 |
| | | | | | | | | 0 |
| Task 4 | Project management | | | | | | | |
| | Write preliminary drainage study report for submittal to Deer Park and HCFCD | | | 4 | 12 | 40 | | 56 |
| | Prepare cost estimate(s) for recommended alternative drainage related items | | | 1 | 4 | 8 | | 13 |
| Task 5 | QUALITY CONTROL/QUALITY ASSURANCE | | | | | | | |
| | QA/QC SUBMITTAL | | | 2 | 8 | | | 10 |
| | ADDRESS ANY/ALL REVIEW COMMENTS | | | 2 | 2 | 4 | | 8 |
| HOURS | | | 0 | 71 | 157 | 338 | 0 | 566 |
| SUBTOTAL | | | \$0 | \$15,620 | \$26,690 | \$42,250 | \$0 | \$84,560 |
| TOTAL | | | | | | | | \$84,560 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|--|
| File #: | AGR 20-024 | Version: | 1 | Name: | |
| Type: | Agreement | Status: | | Agenda Ready | |
| File created: | 5/20/2020 | In control: | | City Council | |
| On agenda: | 6/2/2020 | Final action: | | | |
| Title: | Consideration of and action on an agreement with KIT Professionals, Inc for assistance meeting the requirements of the American Water Infrastructure Act (AWIA) | | | | |
| Sponsors: | Public Works | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Unexecuted agreement with KIT | | | | |

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on an agreement with KIT Professionals, Inc for assistance meeting the requirements of the American Water Infrastructure Act (AWIA)

Summary:

The American Water Infrastructure Act (AWIA), Section 2013, passed in October 2018. In late 2019, details regarding the requirements of the AWIA began emerging. The act contains new requirements for risk and resiliency planning and documentation for public drinking water systems. It includes provisions and deadlines to assess and address risks from natural and man-made hazards and requires the development of plans for emergency response and improved resiliency against identified risks.

The AWIA requires community water system serving a population greater than 3,300 to provide the RRA, an all-hazards approach with relative probabilities of occurrences to critical utility assets at risk and develops associated management strategies to mitigate the risk. This assessment covers pipes and constructed conveyances, physical barriers, source water, collection and intake, pretreatment and treatment, storage and distribution facilities, and electronic, computer and other automated systems. It also requires the following areas to be considered:

- Risk from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices and cyber security
- Financial infrastructure of the utility
- Use, storage and handling of various chemicals
- Operations and maintenance

- Evaluation of capital and operational needs for risk and resilience management
- Consideration of proximity and dependent risks.
- Strategies and resources to improve resilience, including physical security and cyber security
- Plans, procedures and equipment to reduce impact on public health
- Detection Strategies

The Emergency Response Plan creates plans and procedures that can be implemented before and during emergencies, providing utility staff with well-defined responses intended to maintain service, minimize disruptions, and restore service during times of crisis.

The deadlines are based on size of the system. Our system, 3,300 to <50k, requires the RRA prior to 6/30/21 and the ERP within 6 months of the RRA.

On December 3, 2019, Council approved the issuance of a Request for Qualification for engineering services to assist with the meeting the requirements of the AWIA. Three firms presented their statement of qualifications and KIT Professionals was selected to provide a proposal. Their proposal includes 4 primary tasks and totals \$99,820.00.

Fiscal/Budgetary Impact:

This project will start this fiscal year and be completed during the 2020/2021 fiscal year, therefore funding is proposed to be as follows: \$41,407 will be funding out of this year's contingency funds and the remaining \$58,413 will be budgeted in the 2020/2021 fiscal year budget.

Staff recommends approving the agreement with KIT Professionals.

AGREEMENT FOR ENGINEERING SERVICES

for

American Water Infrastructure Act (AWIA) Compliance Study

This Agreement is made and entered into in Deer Park, Harris County, Texas on **June 2, 2020**, by and between

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

And

KIT Professionals, Inc., ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

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

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

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Exhibit A of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the

Work amounting **\$99,820.00 (ninety-nine thousand, eight-hundred and twenty dollars and zero cents)**. ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

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

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

KIT Professionals, Inc

By_____

Name_____

Title_____

Date_____

The City of Deer Park

By_____

Name_____

Title_____

Date_____

May 19, 2020

Nicholas Cook
Water Plant Supervisor
City of Deer Park
2117 E. X Street
Deer Park, TX 77536

Re: City of Deer Park – American Water Infrastructure Act (AWIA) Compliance Study

Dear Mr. Cook,

Under the America's Water Infrastructure Act (AWIA) of 2018 that amended the Safe Drinking Water Act, the Environmental Protection Agency (EPA) is requiring community water systems serving more than 3,300 person to prepare or update risk and resiliency assessments (RRAs) and emergency response plans (ERPs) and certify to EPA that they are prepared and updated on a five year cycle. The City of Deer Park (City) has expressed the desire to perform an AWIA compliance study of its water system. City has retained KIT Professionals, Inc. (KIT) to prepare the RRA and ERP. Following is a description of the KIT's Scope of Services to conduct the AWIA compliance study.

Task 1. Project Kick Off Meeting and Management (\$3,510)

KIT will coordinate a project kickoff meeting with all the City stakeholders. The goal of this meeting is to identify and establish a clear set of goals and objectives for the study, review key schedule milestones and develop preliminary data needs list. KIT will summarize the discussions and actions items from the meeting as minutes.

KIT will coordinate progress meetings and provide updates to the City on the progress of activities, planned activities and discuss interim findings and observations. KIT will summarize the discussions and action items from the progress meetings as minutes. Scope assumes up to six progress meetings over the duration of the study.

Task 2. Data Collection and Analysis (\$3,800)

Preparation of the AWIA compliance study will require collection, analysis and summarization of existing data including, but not limited to, information on all water facilities, existing vulnerability assessment and emergency response plan prepared for the City's water system. KIT will review the data for any missing gaps and recommend additional data necessary to collect to complete the project. Should additional studies be required to complete the project, KIT will submit proposals under separate cover.

Task 3. Risk and Resiliency Assessment (\$46,550)

KIT will partner with the City to conduct the RRA. With guidance from the *Baseline Information on Malevolent Acts Relevant to Community Water Systems* issued by EPA in November 2019, KIT will perform a threat asset pairing to determine all the potential scenarios that could impact the water assets based upon the probability of threat to that asset. Based upon the threat-asset pairing, KIT will estimate the consequences for disruption of service scenarios identified. KIT will then evaluate the existing countermeasures in place to address the disruption of service scenarios identified. KIT proposes to conduct the assessment using the Program to Assist in Risk and Resilience Examination (PARRE) tool that can be used to assess vulnerabilities and evaluate improvements for a utility.

KIT will then conduct a risk reduction workshop with all key City stakeholders to explain the threat-asset pairs, consequences and countermeasures in place and identify risks that are not considered significant threats and no longer need to be identified. The required considerations for the RRA include the following elements:

- Risks to the system from malevolent acts, natural hazards, and inter-dependencies
- Resilience of system components
- Monitoring practices
- Financial infrastructure of the utility
- Use, storage, and handling of various chemicals
- Operation and maintenance
- Evaluation of capital and operational needs for risk and resilience management

KIT will prepare a draft RRA report to the City for review and comment. KIT will address the comments received from the City and finalize the RRA. KIT will assist the City with notifying EPA about completion of RRA.

Task 4. Emergency Response Plan (\$45,960)

Based on the information gathered in Tasks 2 and 3, KIT will prepare the ERP to address the risks identified. The ERP will include the following elements:

- Response to and recovery from threats and hazards identified.
- Incorporation of the National Incident Management Systems (NIMS)
- Identify mutual aid
- Internal and external communication templates

The ERP is required to consider the following

- Strategies and resources to improve the resilience of the system
- All-hazards approach
- Physical security and cybersecurity
- Alternative source water options
- Detection of malevolent acts or natural hazards and inter-dependencies
- Actions, procedures and equipment which can avert or significantly lessen the impact of
- Coordination with existing local emergency planning committees

KIT will submit the draft ERP to City for review and comment. KIT will address the comments received from the City and finalize the ERP. KIT will provide staff training as required to follow the ERP. KIT will assist the City with notifying EPA about completion of ERP.

Fee Estimate

KIT will complete Tasks 1-4 for a not-to-exceed lump sum fee of **\$99,820**. The task-by-task fee estimates are shown in the table below. Detailed level of effort and fee estimate is included in the attachment.

| Task | KIT Fee Estimate |
|---|------------------|
| 1. Project Kickoff Meeting and Management | \$3,510 |
| 2. Data Collection and Analysis | \$3,800 |
| 3. Risk and Resiliency Assessment | \$46,550 |
| 4. Emergency Response Plan | \$45,960 |
| Total | \$99,820 |

Proposed Schedule

The EPA requires the RRA for utilities with less than 50,000 people to be completed by June 30, 2021. KIT proposes to complete the RRA by **November 3, 2020** to allow adequate time for review and finalizing before the June deadline.

The EPA requires the ERP for utilities with less than 50,000 people to be completed by December 31, 2021. KIT proposed to complete the ERP by **March 27, 2021** to allow adequate time for review and finalizing before the December deadline.

We are excited to submit this proposal to assist the City with this critical study. Please feel free to call me at (713) 231-4403 if you have any questions.

Regards,

KIT Professionals, Inc.



Sunil Kommineni, PhD, P.E., BCEE
Project Manager

Enclosure

Detailed Level of Effort and Fee Estimate

City of Deer Park, Texas
American Water Infrastructure Act (AWIA) Compliance Study
KIT's Fee Estimate

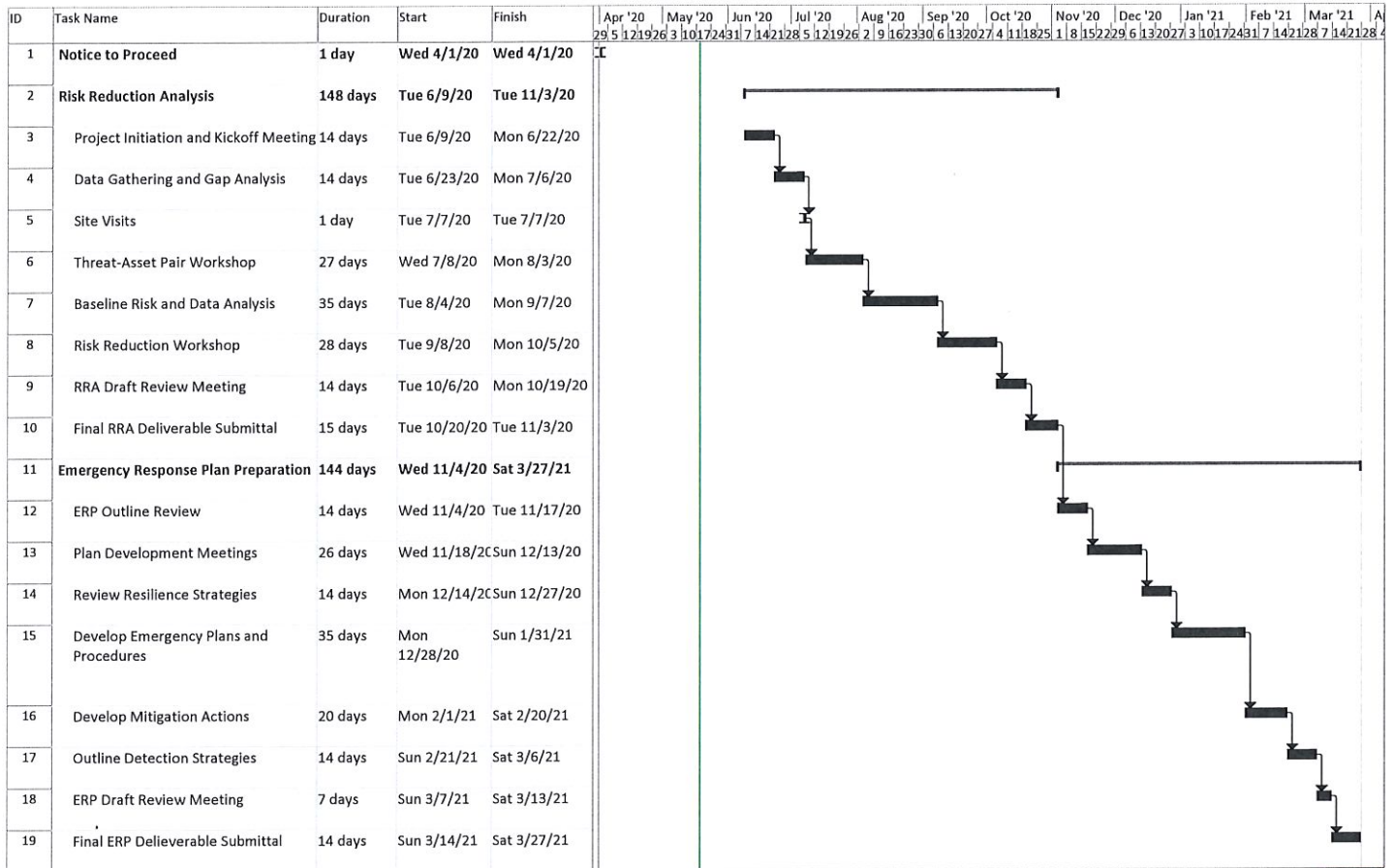
Level of Effort

| | | Budgeted Hours | | | | |
|----------|--|-----------------|------------------|----------------|-------------------------|----------------|
| | | Project Manager | Project Engineer | Staff Engineer | Admin. Assist. / Biller | Subtotal Hours |
| Task No. | Task Description | | | | | |
| 1 | Project Kick off and Management | 16 | 18 | 0 | 6 | 40 |
| a | Project Kick Off Meeting | 4 | 4 | | 2 | 10 |
| b | Develop Project Schedule | 2 | 2 | | | 4 |
| c | Project Management Activities | 4 | | | 4 | 8 |
| d | Project Meetings (6 Total) | 6 | 12 | | | 18 |
| 2 | City of Deer Park Data Collection and Analysis | 3 | 8 | 16 | 0 | 27 |
| a | Existing Document Review | 1 | 2 | 8 | | 11 |
| b | Identify Gap Analysis | 1 | 2 | 8 | | 11 |
| c | Provide Clarifications | 1 | 4 | | | 5 |
| 3 | Risk and Resiliency Assessment | 35 | 104 | 190 | 0 | 329 |
| a | Threat-Asset Pairing | 8 | 20 | 40 | | 68 |
| b | Estimate Consequence for Disruption of Service Scenarios | 4 | 16 | 36 | | 56 |
| c | Evaluate Existing Countermeasures | 4 | 16 | 22 | | 42 |
| d | Risk Reduction Workshop | 8 | 12 | 8 | | 28 |
| e | Implement within PARRE Tool | 2 | 12 | 32 | | 46 |
| f | Submit Draft Review Document | 4 | 18 | 40 | | 62 |
| g | Review Workshop | 4 | 4 | | | 8 |
| h | Submit Final Document | 1 | 6 | 12 | | 19 |
| 4 | Emergency Response Plan | 32 | 115 | 172 | 0 | 319 |
| a | ERP Outline Review | 8 | 24 | 36 | | 68 |
| b | Plan Development Meetings | 4 | 12 | 16 | | 32 |
| c | Review Resilience Strategies | 4 | 20 | 28 | | 52 |
| d | Develop Emergency Plans and Procedures | 2 | 8 | 8 | | 18 |
| e | Develop Mitigation Actions | 2 | 15 | 32 | | 49 |
| f | Outline Detection Strategies | 4 | 18 | 32 | | 54 |
| g | ERP Draft Review Meeting | 4 | 4 | | | 8 |
| h | Submit Final Document | 2 | 6 | 12 | | 20 |
| i | Provide Staff Training | 2 | 8 | 8 | | 18 |
| | Total Hours | 114 | 351 | 584 | 0 | 1049 |

Fee Estimate

| | | Budgeted Amounts | | | | |
|----------|--|------------------|------------------|----------------|-------------------------|------------------|
| | | Project Manager | Project Engineer | Staff Engineer | Admin. Assist. / Biller | Subtotal Amounts |
| | Billing Rate per Hour | \$225 | \$180 | \$105 | \$78 | |
| Task No. | Task Description | | | | | |
| 1 | Project Kick off and Management | \$1,350 | \$2,160 | \$0 | \$0 | \$3,510 |
| 2 | City of Deer Park Data Collection and Analysis | \$675 | \$1,440 | \$1,680 | \$0 | \$3,800 |
| 3 | Risk and Resiliency Assessment | \$7,875 | \$18,720 | \$19,950 | \$0 | \$46,550 |
| 4 | Emergency Response Plan | \$7,200 | \$20,700 | \$18,060 | \$0 | \$45,960 |
| | Total Fee Estimate (Lump Sum) | | | | | \$99,820 |

Project Schedule
City of Deer Park AWIA Compliance





Legislation Details (With Text)

File #: CON 20-007 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 5/21/2020 **In control:** City Council
On agenda: 6/2/2020 **Final action:**
Title: Consideration of and action on a contract with SKE Construction, LLC in the amount of \$223,451.00 for concrete paving and parking at Fire Station #2 and the Firemen's Rec Hall using BuyBoard contract #520-16.

Sponsors:

Indexes:

Code sections:

Attachments: [FS2 Rec Hall Driveway Quote - SKE](#)
[FS2 Rec Hall Driveway and Parking Lot BuyBoard](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on a contract with SKE Construction, LLC in the amount of \$223,451.00 for concrete paving and parking at Fire Station #2 and the Firemen's Rec Hall using BuyBoard contract #520-16.

Summary:

Improvements to the u-shaped driveway behind Fire Station #2 leading to the Firemen's Rec Hall were included as a PSLO in the current budget. This was done as an estimated amount in order to obtain actual costs once it could be determined how much of the surface should be improved. Several options were considered, and the ideal option would be to improve the entire u-shaped roadway and include a small number of improved parking spaces. A plan was designed by our Public Works and Engineering staff, which includes these desired improvements and includes 17 parking spaces near the Rec Hall. Completing this entire project would cost more than was allotted in the PSLO; however additional funding is available in this budget line account due to another budgeted project being postponed.

The cost of the project has been quoted through the BuyBoard contract number 520-16 by SKE Construction at \$223,451 for completion of the entire project.

The PSLO for these driveway improvements was allocated \$120,000 in the current budget; however, the fire department also has another project budgeted in the same budget account in the amount of \$165,000. The second project has been postponed until next fiscal year (at the earliest), so those funds could be utilized to complete the driveway project if so elected by Council.

Fiscal/Budgetary Impact:

The budget for this project was initially estimated at \$120,000; however, a second project in the same budget account was allocated \$165,000. Combined, there is \$285,000 available in this budget account; therefore, completion of this project will leave approximately \$60,000 remaining in the budget account.

Staff recommends approval.



SKE Construction, LLC

PO Box 1111
Cypress, Texas 77410
(281)585-4100 F-(281)585-5707

City of Deer Park – Fire Station #2 Concrete Paving and Parking

Dear Brent,

Thank you for allowing SKE to quote the City of Deer Park- Fire Station #2 Concrete Paving and Parking job. SKE will provide labor, equipment, material, and insurance to complete your project safely and to your satisfaction. A safety plan will be provided upon request.

May 20, 2020

PROPOSAL VALID FOR THIRTY (30) DAYS

| Item # | Description of Item | Unit | Est. Quant. | Unit Price | Est. Total |
|--------|--|------|-------------|-------------|---------------------|
| 1 | MOBILIZE, RENTAL, AND DE-MOB. | LS | 1 | \$80,000.00 | \$80,000.00 |
| 2 | BREAK-UP CONCRETE AND SAW CUT | LS | 1 | \$1,400.00 | \$1,400.00 |
| 3 | CONCRETE | LS | 1 | \$91,000.00 | \$91,000.00 |
| 4 | SILT FENCE | LS | 1 | \$40,000.00 | \$40,000.00 |
| 5 | PARKING LOT MATERIALS AND SOD/TURF MIX | LS | 1 | \$8,600.00 | \$8,600.00 |
| 6 | 12" RCP | LS | 1 | \$2,451.00 | \$2,451.00 |
| | Proposal | | | | \$223,451.00 |

Sincerely,
Shelly A. Eberhart
President/CEO

Acceptance: _____

Date: _____

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area C - SKE

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 076721.00

Work Order Date: 05/21/2020

Work Order Title: City of Deer Park - Fire Station #2 Parking Lot Replacement

Owner Name: BUY BOARD - City of Deer Park

Contractor Name: SKE Construction, LLC

Contact: Brent Costlow

Contact: Karl Eberhart

Phone: 281-838-9969

Phone: 281-585-4100

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area C - SKE.

Brief Work Order Description:

Fire Station #2 Parking Lot Replacement

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply: ☐Will not apply: ☒

Work Order Firm Fixed Price: \$223,451.00

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Karl Eberhart
SKE Construction
PO Box 1111
Cypress, TX 77410
281-585-4100

From: Brent Costlow
BUY BOARD - City of Deer Park
701 E San Augustine
Deer Park, TX 77573
281-838-9969

Date Printed: May 21, 2020

Work Order Number: 076721.00

Work Order Title: City of Deer Park - Fire Station #2 Parking Lot Replacement

Brief Scope: Fire Station #2 Parking Lot Replacement

☐ Preliminary

☐ Revised

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Construct a total of 2,650 SY of concrete pavement at the Fire Station #2 in Deer Park.

Work Includes:

- Mobilization.
- Demo existing concrete.
- Level and compact ground.
- Replace concrete paving with 2160 SY 6" driveway and 490 SY 5" parking lot.
- Painted pavement striping for parking area.
- Cut ditch on E Side of Fire Station.
- Haul off excess materials.
- Demobilization.

Subject to the terms and conditions of JOC Contract **520-16 Area C - SKE**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 21, 2020

Re: IQC Master Contract #: 520-16 Area C - SKE
Work Order #: 076721.00
Owner PO #:
Title: City of Deer Park - Fire Station #2 Parking Lot Replacement
Contractor: SKE Construction, LLC
Proposal Value: \$223,451.00

| | |
|---------------------------|---------------------|
| Concrete | \$105,795.33 |
| Demo | \$2,498.16 |
| Excavation | \$108,900.77 |
| General Conditions | \$3,249.22 |
| Testing | \$3,007.52 |
| Proposal Total | \$223,451.00 |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: May 21, 2020

Re: IQC Master Contract #: 520-16 Area C - SKE
 Work Order #: 076721.00
 Owner PO #:
 Title: City of Deer Park - Fire Station #2 Parking Lot Replacement
 Contractor: SKE Construction, LLC
 Proposal Value: \$223,451.00

| Sect. | Item | Mod. | UOM | Description | Line Total |
|------------------------------|-----------------------|----------|----------------------------|---|---------------------|
| Labor | Equip. | Material | (Excludes) | | |
| Concrete | | | | | |
| 1 | 03 21 11 00 0121 | | LF | #5, Grade 40, Slab On Grade, Steel Reinforcement Bar | \$18,468.56 |
| | | | Installation | Quantity 21,661.00 x Unit Price 0.78 x Factor 1.0931 = Total 18,468.56 | |
| 2 | 03 31 13 00 0004 | | SF | 5" 3,000 PSI Slab On Grade Concrete Slabs Assembly | \$22,849.51 |
| | | | Installation | Quantity 4,410.00 x Unit Price 4.74 x Factor 1.0931 = Total 22,849.51 | |
| 3 | 03 31 13 00 0004 0161 | | MOD | For 4,000 PSI Concrete, Add | \$1,012.32 |
| | | | Installation | Quantity 4,410.00 x Unit Price 0.21 x Factor 1.0931 = Total 1,012.32 | |
| 4 | 03 31 13 00 0005 | | SF | 6" 3,000 PSI Slab On Grade Concrete Slabs Assembly | \$52,062.17 |
| | | | Installation | Quantity 8,820.00 x Unit Price 5.40 x Factor 1.0931 = Total 52,062.17 | |
| 5 | 03 31 13 00 0005 0161 | | MOD | For 4,000 PSI Concrete, Add | \$2,313.87 |
| | | | Installation | Quantity 8,820.00 x Unit Price 0.24 x Factor 1.0931 = Total 2,313.87 | |
| 6 | 03 35 16 00 0004 | | SF | Concrete Floor Finishes, Broom | \$7,520.09 |
| | | | Installation | Quantity 13,230.00 x Unit Price 0.52 x Factor 1.0931 = Total 7,520.09 | |
| 7 | 32 17 13 19 0003 | | EA | 6" x 6" x 6' Precast Concrete Wheel Stop | \$588.63 |
| | | | Installation | Quantity 15.00 x Unit Price 35.90 x Factor 1.0931 = Total 588.63 | |
| 8 | 32 17 23 13 0067 | | LF | Single 6" Wide Solid Line, Painted Pavement Striping for Parking Areas | \$980.18 |
| | | | Installation | Quantity 1,470.00 x Unit Price 0.61 x Factor 1.0931 = Total 980.18 | |
| Subtotal for Concrete | | | | | \$105,795.33 |
| Demo | | | | | |
| 9 | 01 74 19 00 0024 | | TON | Material RecyclingIncludes container, drop-off and pick-up of concrete, asphalt, aggregate, brick/block, dirt or mixed materials. | \$1,033.90 |
| | | | Installation | Quantity 28.00 x Unit Price 33.78 x Factor 1.0931 = Total 1,033.90 | |
| | | | Existing Pavement Disposal | | |
| 10 | 02 41 13 13 0007 | | SY | >6" To 9" By Machine, Break-up And Leave In Place Concrete Paving | \$937.33 |
| | | | Installation | Quantity 70.00 x Unit Price 12.25 x Factor 1.0931 = Total 937.33 | |
| 11 | 02 41 19 13 0063 | | EA | Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section. | \$526.93 |
| | | | Installation | Quantity 1.00 x Unit Price 482.05 x Factor 1.0931 = Total 526.93 | |

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076721.00

Work Order Title: City of Deer Park - Fire Station #2 Parking Lot Replacement

| | | | | | | | | | | | |
|-------------------------|----|----|----|----|------|--|--|---|------------|--------------|-------------|
| Subtotal for Demo | | | | | | | | | | \$2,498.16 | |
| Excavation | | | | | | | | | | | |
| 12 | 01 | 22 | 23 | 00 | 0172 | WK | 8 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator | | | | \$8,070.75 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 2.00 | x | 3,691.68 | x | 8,070.75 |
| | | | | | | | | | 1.0931 | = | |
| 13 | 01 | 22 | 23 | 00 | 0199 | WK | 5 Ton, Single Smooth Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator | | | | \$7,056.33 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 2.00 | x | 3,227.67 | x | 7,056.33 |
| | | | | | | | | | 1.0931 | = | |
| 14 | 01 | 22 | 23 | 00 | 0265 | WK | 3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader (Bobcat) With Full-Time Operator | | | | \$7,012.13 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 2.00 | x | 3,207.45 | x | 7,012.13 |
| | | | | | | | | | 1.0931 | = | |
| | | | | | | Excavation for new lot, grading and spreading of materials. | | | | | |
| 15 | 01 | 22 | 23 | 00 | 0324 | WK | 1-3/8 To 1-1/2 CY Hydraulic Excavator With Full-Time Operator | | | | \$13,310.15 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 2.00 | x | 6,088.26 | x | 13,310.15 |
| | | | | | | | | | 1.0931 | = | |
| | | | | | | Excavation for new lot and demo of existing, loading materials for export. | | | | | |
| 16 | 01 | 22 | 23 | 00 | 1214 | MO | 18 CY Rear Dump Truck With Full-Time Truck Driver | | | | \$11,909.52 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 0.71 | x | 15,253.55 | x | 11,909.52 |
| | | | | | | | | | 1.0931 | = | |
| 17 | 01 | 22 | 23 | 00 | 1237 | WK | 2,000 Gallon Water Truck With Full-Time Operator | | | | \$4,139.36 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 1.00 | x | 3,786.81 | x | 4,139.36 |
| | | | | | | | | | 1.0931 | = | |
| 18 | 01 | 74 | 19 | 00 | 0031 | CY | Excavated Dirt Landfill Dump Fee | | | | \$2,046.79 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 251.00 | x | 7.46 | x | 2,046.79 |
| | | | | | | | | | 1.0931 | = | |
| | | | | | | Excess spoils disposal | | | | | |
| 19 | 31 | 32 | 13 | 19 | 0003 | TON | Cement Stabilized Base Material | | | | \$45,014.30 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 328.00 | x | 125.55 | x | 45,014.30 |
| | | | | | | | | | 1.0931 | = | |
| 20 | 32 | 92 | 19 | 13 | 0019 | MSF | Turf Mix, Hydro Or Air Seeding4 LB/MSF spread rate. Mixture of three varieties of bluegrass and one improved perennial ryegrass. | | | | \$1,763.72 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 25.00 | x | 64.54 | x | 1,763.72 |
| | | | | | | | | | 1.0931 | = | |
| 21 | 32 | 92 | 23 | 00 | 0065 | MSF | Up To 1,000 SF, St. Augustine Sod, Installed On Level Ground | | | | \$6,127.10 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 7.00 | x | 800.75 | x | 6,127.10 |
| | | | | | | | | | 1.0931 | = | |
| 22 | 33 | 41 | 13 | 00 | 0003 | LF | 12" Diameter Class 3 Reinforced Concrete Pipe Without Gaskets | | | | \$2,450.62 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 90.00 | x | 24.91 | x | 2,450.62 |
| | | | | | | | | | 1.0931 | = | |
| Subtotal for Excavation | | | | | | | | | | \$108,900.77 | |
| General Conditions | | | | | | | | | | | |
| 23 | 01 | 52 | 19 | 00 | 0003 | MO | Portable Toilets, Chemical | | | | \$174.87 |
| | | | | | | Installation | Quantity | | Unit Price | Factor | Total |
| | | | | | | | 1.00 | x | 159.98 | x | 174.87 |
| | | | | | | | | | 1.0931 | = | |

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076721.00

Work Order Title: City of Deer Park - Fire Station #2 Parking Lot Replacement

General Conditions

| | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|------|------|--------------|---|---|------------|---|--------|---|----------|--|--|--|--|------------|
| 24 | 01 | 52 | 19 | 00 | 0003 | 0006 | MOD | For Each Additional Servicing Per Unit Per Week, Add | | | | | | | | | | | \$27.33 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 1.00 | x | 25.00 | x | 1.0931 | = | 27.33 | | | | | |
| 25 | 01 | 71 | 13 | 00 | 0003 | | EA | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc. | | | | | | | | | | | \$1,311.72 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 4.00 | x | 300.00 | x | 1.0931 | = | 1,311.72 | | | | | |
| 26 | 01 | 71 | 23 | 16 | 0005 | | HR | 2 Person Survey Crew (Unit Of Measure Is Per Crew Hour Worked)Includes surveyor, rodman, equipment and instruments. | | | | | | | | | | | \$1,319.92 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 10.00 | x | 120.75 | x | 1.0931 | = | 1,319.92 | | | | | |
| 27 | 31 | 25 | 14 | 26 | 0010 | | LF | 3' High Silt Fence with Stakes at 8' On Center | | | | | | | | | | | \$284.21 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 400.00 | x | 0.65 | x | 1.0931 | = | 284.21 | | | | | |
| 28 | 31 | 25 | 14 | 26 | 0010 | 0092 | MOD | For Wire Backed Fence, Add | | | | | | | | | | | \$0.00 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 0.00 | x | 0.55 | x | 1.0931 | = | 0.00 | | | | | |
| 29 | 31 | 25 | 14 | 26 | 0017 | | LF | Remove Silt Fence And Stakes | | | | | | | | | | | \$131.17 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 400.00 | x | 0.30 | x | 1.0931 | = | 131.17 | | | | | |

Subtotal for General Conditions

\$3,249.22

Testing

| | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|------|--|--------------|--|---|------------|---|--------|---|----------|--|--|--|--|------------|
| 30 | 01 | 45 | 23 | 00 | 0039 | | EA | Compaction Test Subgrade, Soil Borings Laboratory Test | | | | | | | | | | | \$636.27 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 8.00 | x | 72.76 | x | 1.0931 | = | 636.27 | | | | | |
| 31 | 01 | 45 | 23 | 00 | 0040 | | EA | Compaction Test Base Course, Soil Borings Laboratory Test | | | | | | | | | | | \$672.91 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 10.00 | x | 61.56 | x | 1.0931 | = | 672.91 | | | | | |
| 32 | 01 | 45 | 23 | 00 | 0110 | | EA | 6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633 | | | | | | | | | | | \$153.38 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 4.00 | x | 35.08 | x | 1.0931 | = | 153.38 | | | | | |
| 33 | 01 | 45 | 23 | 00 | 0114 | | EA | Concrete Mix Design Review | | | | | | | | | | | \$458.66 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 2.00 | x | 209.80 | x | 1.0931 | = | 458.66 | | | | | |
| 34 | 01 | 45 | 23 | 00 | 0115 | | EA | Trial Concrete Batch Prepared In Laboratory | | | | | | | | | | | \$1,086.30 |
| | | | | | | | Installation | Quantity | | Unit Price | | Factor | = | Total | | | | | |
| | | | | | | | | 2.00 | x | 496.89 | x | 1.0931 | = | 1,086.30 | | | | | |

Subtotal for Testing

\$3,007.52

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076721.00

Work Order Title: City of Deer Park - Fire Station #2 Parking Lot Replacement

Proposal Total

\$223,451.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: May 21, 2020

Re: IQC Master Contract #: 520-16 Area C - SKE
Work Order #: 076721.00
Owner PO #:
Title: City of Deer Park - Fire Station #2 Parking Lot Replacement
Contractor: SKE Construction, LLC
Proposal Value: \$223,451.00

| Name of Contractor | Duties | Amount | % |
|--|--------|--------|------|
| No Subcontractors have been selected for this Work Order | | \$0.00 | 0.00 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|--|
| File #: | ORD 20-045 | Version: | 1 | Name: | |
| Type: | Ordinance | Status: | | Agenda Ready | |
| File created: | 5/27/2020 | In control: | | City Council | |
| On agenda: | 6/2/2020 | Final action: | | | |
| Title: | Consideration of and action on an ordinance appointing a member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park. | | | | |
| Sponsors: | City Manager's Office, City Council | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Appt Fire Control Emergency Medical Service-1 member-2020 | | | | |

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on an ordinance appointing a member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park.

Summary:

The State statute (Fire Control, Prevention, and Emergency Medical Services District Act) which enables creation of a FCP EMS D also specifies qualifications for membership on the board of directors and the manner in which appointments to the board of directors are to be made. Mr. Brent Hahn has resigned from board of directors due to work commitments. Therefore, a new member must be appointed.

Councilmember Sinor now appoints Hal Vaughn to fill the term of Mr. Hahn.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE (1) BOARD MEMBERS OF THE FIRE CONTROL AND PREVENTION AND EMERGENCY MEDICAL SERVICE BOARD DISTRICT OF THE CITY OF DEER PARK, TEXAS;

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

1. That Hal Vaughan appointed by Councilmember Sinor, be and is hereby appointed as a member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park, Texas, for a term which ends August 31, 2020.

2. That the right to terminate the aforesaid appointment is subject to Section 344.101 of Chapter 344 of the Texas Local Government Code.

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

4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary that the board member of the Fire Control, Prevention and Emergency Medical Services District be appointed immediately so that the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park can proceed without interruption and assure to the public the continuance of the administration of said district, thereby creating an emergency, for which the Charter requirements providing for the reading of ordinances on three (3) several days should be dispensed with and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the _____ day of _____, 2020 by a vote of _____ “Ayes” and _____ “Noes”.

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 20-046 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 5/29/2020 **In control:** City Council

On agenda: 6/2/2020 **Final action:**

Title: Consideration of and action on an ordinance to delete Sections 14-153 and 14-154 of the Code of Ordinances concerning mandatory annual registration of privately owned dogs and cats.

Sponsors: Greg Grigg, Police

Indexes:

Code sections:

Attachments: [Sections 14-153 and 14-154](#)
[Delete Section 14-153 and 14-154 Animals-05-2020 \(002\)](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|--------------|--------|--------|
| 6/2/2020 | 1 | City Council | | |

Consideration of and action on an ordinance to delete Sections 14-153 and 14-154 of the Code of Ordinances concerning mandatory annual registration of privately owned dogs and cats.

Consideration of and action on removal of sections 14-153 and 14-154 of the Code of Ordinances concerning mandatory annual registration of privately owned dogs and cats. Currently, sections 14-153 and 14-154 require annual renewal of dogs and cats at the owner's expense.

Summary:

Fiscal/Budgetary Impact:

None

Remove sections 14-153 and 14-154 from the Code of Ordinances.

ORDINANCE NO. _____

AN ORDINANCE DELETING SECTION 14-153; ANIMALS-REQUIRED FEE EXCEPTIONS, SECTION 14-154; ANIMALS-ISSUANCE OF LICENSE TAGS, AND APPENDIX “B” FEE SCHEDULE, SECTION 14-153, OF THE CITY OF DEER PARK CODE OR ORDINANCES.

WHEREAS, the City of Deer Park desires to eliminate the Sections of the Code of Ordinances requiring licensing of dogs and cats;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That Section 14-153; Animals-Required Fee Exceptions, Section 14-154; Animals-Issuance of License Tags, and Appendix “B” Fee Schedule, Section 14-153, shall be deleted, making them null and void.

2. This Ordinance applies only to offenses committed on or after its effective date, and an action for an offense committed before this Ordinance’s effective date is governed by the Ordinance existing before the effective date, which Ordinance is to be continued in effect for this purpose as if this Ordinance were not in force.

3. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2020 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney