CITY OF DEER PARK
JANUARY 19, 2021 - 6:45 PM
CITY COUNCIL WORKSHOP - FINAL

COUNCIL CHAMBERS
710 E SAN AUGUSTINE
DEER PARK, TX 77536

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

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, 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 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 seventy five percent (75%) of the total listed occupancy of room capacity during this meeting.

CALL TO ORDER

COMMENTS FROM AUDIENCE

1. Presentation of Roscoe's Fishing Adventure. PRE 21-004

Recommended Action: Discussion only

Attachments: Fishing Adventure LOGO

Fishing_-2

2. Discussion of issues relating to a possible General Obligation Bond Election on May 1, 2021. DIS 21-005

Recommended Action: Discussion only in Workshop. An action for Council consideration and possible action is to be included on the February 2, 2021 Regular Council Meeting Agenda.

Department: City Manager's Office

Attachments: General Obligation Capacity Analysis - $65.9 Million (12-12-20)

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

3. Discussion of issues relating to an agreement with Cobb Fendley for Professional Engineering Services for Drainage Improvements for Deer Park Gardens - Norwood Street. DIS 21-006

Department: Public Works

Attachments: CobbFendley - Oct 1, 2019 Presentation - Deer Park Gardens

Professional Engineering Consultant Design Services Agreement

ADJOURN

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Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
January 15, 2021

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.

City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #:	PRE 21-004	**Version:**	1	**Name:**	
Type:	Presentation			**Status:**	Agenda Ready
File created:	1/5/2021			**In control:**	City Council Workshop
On agenda:	1/19/2021			**Final action:**	
Title:	Presentation of Roscoe's Fishing Adventure.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fishing Adventure LOGO Fishing_-2				

Date	Ver.	Action By	Action	Result
1/19/2021	1	City Council Workshop		

Presentation of Roscoe's Fishing Adventure.

Summary:

Roscoe's Fishing Adventure is an annual event in Deer Park that lets anglers of all ages try their luck at catching a fish in a stocked Dow Park Pool. The 2 day event will take place January 29th and 30th. Due to the ongoing Covid-19 pandemic, the Parks and Recreation Department has made modifications to this year's event. Guidelines were provided as part of Governor Abbott's "Open Texas" plan and listed under the "outdoor events" section.

The Department strongly encourages the following for those community members who are planning to attend the event:

- Attendees should self-screen before going to an outdoor event for new or worsening signs or symptoms of possible COVID-19.
- Practice physical distancing by maintaining 6 feet of separation from others.
- Attendees should avoid being in a group larger than 10 individuals (including those within the individual's household). Within these groups, individuals should, to the extent possible, minimize in person contact with others not in the individual's household. Minimizing in-person contact includes maintaining 6 feet of separation from individuals. When maintaining 6 feet of separation is not feasible, other methods should be utilized to slow the spread of COVID-19, such as wearing a face covering or mask, washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects.
- Wash or disinfect hands after any interaction with employees, other individuals, or items

at the outdoor event.

- Consider wearing cloth face coverings (over the nose and mouth) at the outdoor event when within 6 feet of another person who is not a member of the individual's group.

The event has been modified to best meet the guidelines provided in the "Open Texas" plan and will include the following:

- Pre-registration is required and the event has been limited to 150 participants on Friday the 29th and 250 participants for Saturday the 30th. This is to provide safe social distancing space on the pool deck.
- Participants are encourage to bring their own fishing equipment and chairs.
- Fishing equipment is available for use and will be sanitized between participants.

Fiscal/Budgetary Impact:

Funds are included in the FY 2020-2021 budget for this event

Discussion only

Roscoe's
FISHING
ADVENTURE

City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #:	DIS 21-005	**Version:**	1	**Name:**	
Type:	Discussion			**Status:**	Agenda Ready
File created:	1/11/2021			**In control:**	City Council Workshop
On agenda:	1/19/2021			**Final action:**	
Title:	Discussion of issues relating to a possible General Obligation Bond Election on May 1, 2021.				
Sponsors:	City Manager's Office				
Indexes:	Comprehensive Planning				
Code sections:					
Attachments:	General Obligation Capacity Analysis - $65.9 Million (12-12-20)				

Date	Ver.	Action By	Action	Result
1/19/2021	1	City Council Workshop		

Discussion of issues relating to a possible General Obligation Bond Election on May 1, 2021.

Summary:

At the September 15, 2020 Council Workshop, City staff outlined some potential propositions for possible inclusion in a General Obligation (GO) Bond election. This was the result of staff efforts during the past year in addressing various strategies contained in the City's Strategic Plan. The strategies that resulted in the identified possible GO Bond propositions were Strategies No. 1 and 2 within Emphasis No. 3 "Comprehensive Planning" as follows:

Strategy 1 *: Establish a master plan for City facilities for maintenance and/or replacement of all city facilities including but not limited to: A new Activity Center (to include a tourism center); a new Community Center; the Deer Park Public Library; the Avon and Kingsdale Centers; the replacement of Fire Stations #1 and #2; a review of the facilities maintenance program, with an eye toward consolidation and centralization.*

Strategy 2 *: Upgrade Drainage Plan and establish implementation plan.*

Replacement of City facilities and major drainage projects are not typically addressed through the annual budget process due to the cost. These types of large expenditures are more often part of a bond program involving the issuance of debt.

We are now twenty (20) years removed from the City's last General Obligation bond election. The City's financial advisor, John Robuck with BOK Financial Securities, Inc. has prepared the attached capacity analysis, which indicates that approximately $65.9 million could be sold in General Obligation debt over a 3-year period as follows without requiring an ad valorem tax increase to support the debt:
Series 2021: $24,600,000
Series 2022: $15,280,000
Series 2023: $26,020,000
Total $65,900,000

Pursuant to the aforementioned Strategic Plan strategies, City staff identified capital projects to be considered for inclusion in a future General Obligation Bond Election. This would include funding for 1) drainage projects, 2) Fire Department Facilities (including replacement of Fire Stations No. 1 and No, 2, and a new training facility, 3) Streets, sidewalks and related drainage, and 4) Replace the Jimmy Burke Activity Center. As of September 15, 2020, the estimated total for all of the proposed projects was approximately $61,082,228.

Two key considerations:

1) Since the bonding capacity will not allow all of the debt to be sold in one year, the projects will need to be prioritized so that bond sales will be within bonding capacity for each year, and
2) For bond sales in the 2nd year (2022) and 3rd year (2023), the costs of the projects will need to include inflation.

Below are the propositions that are proposed to be included in a General Obligation Bond Election. If all propositions are approved by the voters, the total would be $65,900,000, which includes inflation.

Proposition A: $19,500,000 for the design, construction, acquisition, and equipment of drainage improvements and the acquisition of land and rights-of-way.

Proposition B: $16,900,000 for the for the design, construction, acquisition, and equipment of fire department facilities, including a new Fire Station #1, Fire Station #2, and training room. (See note #1 below).

Proposition C: $7,200,000 for the design, construction, acquisition, and equipment of streets and sidewalks, including related, storm drainage improvements, and paving improvements, and the acquisition of rights-of-way.

Proposition D: $22,300,000 for design, construction, acquisition, and equipment of a new Jimmy Burke Activity Center. (See note #2 below).

Note #1: The Fire Department desires to also make renovations to Fire Station No. 3 if any funding remains after the three specified projects.

Note #2: The New Jimmy Burke Center would include the Visitors Center and Museum.

A consideration to keep in mind is if a GO bond election fails, the City cannot issue Certificates of Obligation (COs) for that same purpose for three (3) years. The City has issued COs in the past and could issue COs for any of the proposed purposes. However, should a GO proposition fail, the City would not be able to sell COs for the same purpose for 3 years.

<u>Historical Note regarding the last General Obligation Bond Election</u>
The City of Deer Park's last General Obligation Bond Election was held on September 23, 2000. The ballot consisted of seven (7) separate propositions totaling $25,690,000 and all propositions were approved by the voters. It was intended at the time to be a 10-year capital program. The plan was spread the bond sales over the 10-year period with bond sales timed such that additional debt would be added when overall debt payments were declining, thus not necessitating a tax increase. Projects were divided into three (3) bond sales in 2001, 2005 and 2007. The propositions were as follows:
Proposition No. 1: $7,550,000 public safety, fire and police building bonds
Proposition No. 2: $6,580,000 park and recreational facility improvement bonds
Proposition No. 3: $2,250,000 drainage improvement bonds
Proposition No. 4: $3,700,000 streets, sidewalks and related drainage improvement bonds
Proposition No. 5: $1,510,000 bonds for renovation, construction, furnishing and equipment of a city

hall complex
Proposition No. 6: $1,750,000 bonds for renovation, construction, furnishing and equipment of a library building
Proposition No. 7: $2,350,000 community center building bonds.

Fiscal/Budgetary Impact:

Based on the capacity analysis, a total of $65,900,000 in General Obligation debt could be issued debt over a 3-year period (Series 2021: $24,600,000, Series 2022: $15,280,000, Series 2023: $26,020,000) without requiring an ad valorem tax increase to support the debt.

Discussion only in Workshop. An action for Council consideration and possible action is to be included on the February 2, 2021 Regular Council Meeting Agenda.

City of
General Obligation Capa
$65,900,000 - Capital Impro
Debt to Be Sold/Delivere

Year Ending 9/30	Beginning DS Fund Balance	Prior Year/ Estimated Assessed Valuation	Assessed Valuation Growth Rate (%)	Tax Rate per $100 of Assessed Value	Tax Collections 99.00%	Debt Service Interest Earnings(a)	Total Funds Available for Debt Service	Outstanding Debt Service
2020	#########	############	7.34%	**0.1583**	$4,684,909	$77,721	$9,944,056	$8,424,885
2021	6,100,000	3,155,695,885	5.59%	**0.1583**	4,946,793	91,500	11,138,293	8,696,070
2022	6,787,703	3,297,702,200	4.50%	**0.1583**	5,169,398	101,816	12,058,917	8,480,267
2023	6,575,444	3,429,610,288	4.00%	**0.1583**	5,376,174	98,632	12,050,250	8,473,978
2024	5,724,420	3,532,498,596	3.00%	**0.1583**	5,537,460	85,866	11,347,746	8,487,067
2025	4,083,435	3,620,811,061	2.50%	**0.1583**	5,675,896	61,252	9,820,582	7,358,346
2026	2,757,135	3,693,227,283	2.00%	**0.1583**	5,789,414	41,357	8,587,906	6,512,704
2027	1,923,472	3,748,625,692	1.50%	**0.1583**	5,876,255	28,852	7,828,579	5,760,554
2028	1,165,463	3,786,111,949	1.00%	**0.1583**	5,935,018	17,482	7,117,962	4,790,899
2029	1,119,988	3,805,042,508	0.50%	**0.1583**	5,964,693	16,800	7,101,480	4,783,968
2030	1,101,820	3,805,042,508		**0.1583**	5,964,693	16,527	7,083,040	4,786,509
2031	1,084,157	3,805,042,508		**0.1583**	5,964,693	16,262	7,065,112	4,297,203
2032	1,068,355	3,805,042,508		**0.1583**	5,964,693	16,025	7,049,073	4,301,760
2033	1,050,202	3,805,042,508		**0.1583**	5,964,693	15,753	7,030,648	3,771,419
2034	1,034,643	3,805,042,508		**0.1583**	5,964,693	15,520	7,014,856	3,093,530
2035	1,016,536	3,805,042,508		**0.1583**	5,964,693	15,248	6,996,477	2,564,373
2036	997,677	3,805,042,508		**0.1583**	5,964,693	14,965	6,977,336	2,011,660
2037	979,227	3,805,042,508		**0.1583**	5,964,693	14,688	6,958,608	1,493,090
2038	960,729	3,805,042,508		**0.1583**	5,964,693	14,411	6,939,833	1,165,565
2039	941,730	3,805,042,508		**0.1583**	5,964,693	14,126	6,920,548	635,725
2040	925,455	3,805,042,508		**0.1583**	5,964,693	13,882	6,904,029	340,025
2041	906,529	3,805,042,508		**0.1583**	5,964,693	13,598	6,884,820	
2042	888,433	3,805,042,508		**0.1535**	5,782,333	13,326	6,684,092	
2043	687,155	3,805,042,508		**0.1200**	4,520,391	10,307	5,217,852	
Totals								**$100,229,594**

Average Tax Rate: **$0.1565**

Tax Rate Increase: **$0.0000**

(a) Interest earnings on Debt Service Fund Balance estimated at 1.50%.

(b) Represents 75% of the General Obligation Debt to be paid by excess Waterworks and Sewer System revenues (See "WW

(c) Does not include debt service paid by the Waterworks and Sewer System or the Community Development Corporation.

f Deer Park, Texas
city Analysis - No Tax Rate Increase
ovement Plan (20-Year Debt Structure)
d in August/September of Each Year

Less: Debt Service Paid by WWSS (b)	Less: Debt Service Paid by CDC	Debt Service Paid by Ad Valorem Taxes (c)	Plus: $24,600,000 Series 2021 @ 3.75%	Plus: $15,280,000 Series 2022 @ 4.25%	Plus: $26,020,000 Series 2023 @ 4.50%	Total Debt Service Paid by Ad Valorem Taxes
$2,946,074	$1,216,797	$4,262,013				$4,262,013
3,127,701	1,217,779	4,350,590				4,350,590
3,191,507	1,218,412	4,070,348	$1,413,125			5,483,473
3,188,600	1,218,698	4,066,680	1,414,000	$845,150		6,325,830
3,641,000	1,218,643	3,627,424	1,453,375	846,438	$1,337,075	7,264,312
3,170,204	752,689	3,435,453	1,456,156	847,300	1,324,538	7,063,447
3,171,459	750,923	2,590,322	1,879,938	847,738	1,346,438	6,664,434
3,172,081		2,588,473	1,884,344	847,750	1,342,550	6,663,117
3,173,980		1,616,918	1,857,625	1,175,219	1,348,213	5,997,975
3,172,119		1,611,848	1,859,781	1,179,719	1,348,313	5,999,661
3,168,982		1,617,527	1,855,344	1,178,050	1,347,963	5,998,883
3,171,002		1,126,201	1,844,500	1,302,556	1,723,500	5,996,757
3,172,545		1,129,215	1,842,156	1,303,025	1,724,475	5,998,871
2,776,739		994,680	1,901,906	1,302,006	1,797,413	5,996,005
2,266,598		826,933	1,918,281	1,304,394	1,948,713	5,998,320
1,923,279		641,093	1,882,969	1,300,188	2,174,550	5,998,799
1,508,745		502,915	1,842,000	1,304,281	2,348,913	5,998,109
1,119,818		373,273	1,825,000	1,301,569	2,498,038	5,997,879
874,174		291,391	1,806,500	1,302,050	2,598,163	5,998,104
476,794		158,931	1,840,469	1,300,619	2,695,075	5,995,094
255,019		85,006	1,812,000	1,302,169	2,798,325	5,997,500
			1,899,969	1,301,594	2,794,825	5,996,388
				1,460,388	4,536,550	5,996,938
					4,570,575	4,570,575
$52,668,419	**$7,593,940**	**$39,967,234**	**$35,489,438**	**$23,552,200**	**$43,604,200**	**$142,613,072**

'SS Reconciliation" tab).

Ending DS Fund Balance	Debt Service Coverage (%)
#########	140.211%
6,787,703	123.785%
6,575,444	103.946%
5,724,420	78.802%
4,083,435	57.811%
2,757,135	41.371%
1,923,472	28.867%
1,165,463	19.431%
1,119,988	18.668%
1,101,820	18.367%
1,084,157	18.079%
1,068,355	17.809%
1,050,202	17.515%
1,034,643	17.249%
1,016,536	16.946%
997,677	16.633%
979,227	16.326%
960,729	16.017%
941,730	15.708%
925,455	15.431%
906,529	15.118%
888,433	14.815%
687,155	15.034%
647,277	0.000%

City of Deer Park, Texas
General Obligation Debt
May 2021 Bond Election

Fiscal Year Ending (9/30)	Current Debt Service Requirements (a)	Plus: Series 2021 Bonds Principal *	Interest (b)	Total	Post Series 2021 Debt Service Requirements	Plus: Principal *
2020	4,262,013				4,262,013	
2021	4,350,590				4,350,590	
2022	4,070,348	500,000	913,125	1,413,125	5,483,473	
2023	4,066,680	520,000	894,000	1,414,000	5,480,680	200,000
2024	3,627,424	580,000	873,375	1,453,375	5,080,799	210,000
2025	3,435,453	605,000	851,156	1,456,156	4,891,610	220,000
2026	2,590,322	1,060,000	819,938	1,879,938	4,470,259	230,000
2027	2,588,473	1,105,000	779,344	1,884,344	4,472,817	240,000
2028	1,616,918	1,120,000	737,625	1,857,625	3,474,543	585,000
2029	1,611,848	1,165,000	694,781	1,859,781	3,471,629	615,000
2030	1,617,527	1,205,000	650,344	1,855,344	3,472,871	640,000
2031	1,126,201	1,240,000	604,500	1,844,500	2,970,701	795,000
2032	1,129,215	1,285,000	557,156	1,842,156	2,971,371	830,000
2033	994,680	1,395,000	506,906	1,901,906	2,896,586	865,000
2034	826,933	1,465,000	453,281	1,918,281	2,745,214	905,000
2035	641,093	1,485,000	397,969	1,882,969	2,524,062	940,000
2036	502,915	1,500,000	342,000	1,842,000	2,344,915	985,000
2037	373,273	1,540,000	285,000	1,825,000	2,198,273	1,025,000
2038	291,391	1,580,000	226,500	1,806,500	2,097,891	1,070,000
2039	158,931	1,675,000	165,469	1,840,469	1,999,400	1,115,000
2040	85,006	1,710,000	102,000	1,812,000	1,897,006	1,165,000
2041	-	1,865,000	34,969	1,899,969	1,899,969	1,215,000
2042	-	-	-	-	-	1,430,000
2043	-	-	-	-	-	-
Total	**39,967,234**	**24,600,000**	**10,889,438**	**35,489,438**	**75,456,672**	**15,280,000**

* Preliminary, subject to change.

(a) Does not include debt service paid by the Waterworks and Sewer System or the Community Development Corporatio

(b) Interest estimated at 3.75%, for illustrative purposes only.

(c) Interest estimated at 4.25%, for illustrative purposes only.

(d) Interest estimated at 4.50%, for illustrative purposes only.

Series 2022 Bonds		Post Series 2022 Debt Service	Plus: Series 2023 Bonds			Post Series 2023 Debt Service
Interest (c)	**Total**	**Requirements**	**Principal ***	**Interest (d)**	**Total**	**Requirements**
		4,262,013				4,262,013
		4,350,590				4,350,590
		5,483,473				5,483,473
645,150	845,150	6,325,830				6,325,830
636,438	846,438	5,927,237	170,000	1,167,075	1,337,075	7,264,312
627,300	847,300	5,738,910	165,000	1,159,538	1,324,538	7,063,447
617,738	847,738	5,317,997	195,000	1,151,438	1,346,438	6,664,434
607,750	847,750	5,320,567	200,000	1,142,550	1,342,550	6,663,117
590,219	1,175,219	4,649,762	215,000	1,133,213	1,348,213	5,997,975
564,719	1,179,719	4,651,348	225,000	1,123,313	1,348,313	5,999,661
538,050	1,178,050	4,650,921	235,000	1,112,963	1,347,963	5,998,883
507,556	1,302,556	4,273,257	630,000	1,093,500	1,723,500	5,996,757
473,025	1,303,025	4,274,396	660,000	1,064,475	1,724,475	5,998,871
437,006	1,302,006	4,198,592	765,000	1,032,413	1,797,413	5,996,005
399,394	1,304,394	4,049,608	955,000	993,713	1,948,713	5,998,320
360,188	1,300,188	3,824,249	1,230,000	944,550	2,174,550	5,998,799
319,281	1,304,281	3,649,196	1,465,000	883,913	2,348,913	5,998,109
276,569	1,301,569	3,499,841	1,685,000	813,038	2,498,038	5,997,879
232,050	1,302,050	3,399,941	1,865,000	733,163	2,598,163	5,998,104
185,619	1,300,619	3,300,019	2,050,000	645,075	2,695,075	5,995,094
137,169	1,302,169	3,199,175	2,250,000	548,325	2,798,325	5,997,500
86,594	1,301,594	3,201,563	2,350,000	444,825	2,794,825	5,996,388
30,388	1,460,388	1,460,388	4,240,000	296,550	4,536,550	5,996,938
-	-	-	4,470,000	100,575	4,570,575	4,570,575
8,272,200	**23,552,200**	**99,008,872**	**26,020,000**	**17,584,200**	**43,604,200**	**142,613,072**

on.

	Series 2010 Refunding Bonds			Series 2011 Refunding Bonds		
	Refunded WWSS 1997 / WWSS 2000			Refunded WWSS Series 2002A		
FY End	Total 2010 Debt Requirements	Pro-Rata Percentage (a)	Pro-Rata Amount (a)	Principal	Interest	Total
2020	$567,750	25.33%	$143,809	$300,000	$30,000	$330,000
2021	397,800			290,000	21,150	311,150
2022				285,000	12,525	297,525
2023				275,000	4,125	279,125
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
	$965,550		**$143,809**	**$1,150,000**	**$67,800**	**$1,217,800**

75.00%

	Series 2010 Refunding Bonds			Series 2011 Refunding Bonds		
	Refunded WWSS 1997 / WWSS 2000			Refunded WWSS Series 2002A		
FY End	Total 2010 Debt Requirements	Pro-Rata Percentage (a)	Pro-Rata Amount (a)	Principal	Interest	Total
2020	$567,750	25.33%	$143,809	$225,000	$22,500	$247,500
2021	$397,800	0.00%	$0	217,500	15,863	233,363
2022				213,750	9,394	223,144
2023				206,250	3,094	209,344
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						

2035					
2036					
2037					
2038					
2039					
	$965,550	**$143,809**	**$862,500**	**$50,850**	**$913,350**

Series 2011 Certificates of Obligation			Series 2012 Certificates of Obligation			Series
Principal	**Interest**	**Total**	**Principal**	**Interest**	**Total**	**Principal**
$160,000	$94,450	$254,450	$195,000	$106,603	$301,603	$160,000
170,000	2,550	172,550	280,000	4,200	284,200	245,000
						320,000
						330,000
						420,000
						445,000
						470,000
						485,000
						525,000
						550,000
						580,000
						620,000
						650,000
						675,000
$330,000	**$97,000**	**$427,000**	**$475,000**	**$110,803**	**$585,803**	**$6,475,000**

Series 2011 Certificates of Obligation			Series 2012 Certificates of Obligation			Series
Principal	**Interest**	**Total**	**Principal**	**Interest**	**Total**	**Principal**
$120,000	$70,838	$190,838	$146,250	$79,952	$226,202	$120,000
127,500	1,913	129,413	210,000	3,150	213,150	183,750
-	-	-	-	-	-	240,000
-	-	-	-	-	-	247,500
-	-	-	-	-	-	315,000
-	-	-	-	-	-	333,750
-	-	-	-	-	-	352,500
-	-	-	-	-	-	363,750
-	-	-	-	-	-	393,750
-	-	-	-	-	-	412,500
-	-	-	-	-	-	435,000
-	-	-	-	-	-	465,000
-	-	-	-	-	-	487,500
-	-	-	-	-	-	506,250
-	-	-	-	-	-	-

-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$247,500	**$72,750**	**$320,250**	**$356,250**	**$83,102**	**$439,352**	**$4,856,250**

2013 Certificates of Obligation		Series 2014 Certificates of Obligation			Series 2014 Refunding B Refunded WWSS 20	
Interest	Total	Principal	Interest	Total	Total 2014 Debt Requirements	Pro-Rata Percentage (a)
$210,400	$370,400	$250,000	$198,225	$448,225	$281,875	91.24%
204,325	449,325	260,000	190,575	450,575	274,825	90.98%
195,850	515,850	335,000	181,650	516,650	262,850	90.69%
186,100	516,100	345,000	171,450	516,450	255,950	90.38%
174,325	594,325	310,000	161,625	471,625	761,250	0.00%
160,046	605,046	320,000	151,375	471,375		
144,720	614,720	335,000	139,913	474,913		
128,724	613,724	350,000	127,925	477,925		
111,806	636,806	430,000	113,200	543,200		
93,800	643,800	445,000	95,700	540,700		
74,873	654,873	460,000	77,600	537,600		
54,773	674,773	400,000	60,400	460,400		
33,500	683,500	420,000	44,000	464,000		
11,306	686,306	435,000	26,900	461,900		
		455,000	9,100	464,100		
$1,784,548	**$8,259,548**	**$5,550,000**	**$1,749,638**	**$7,299,638**	**$1,836,750**	
					61.70%	

2013 Certificates of Obligation		Series 2014 Certificates of Obligation			Series 2014 Refunding B Refunded WWSS 20	
Interest	Total	Principal	Interest	Total	Principal	Interest
$157,800	$277,800	$187,500	$148,669	$336,169	$144,995	$28,922
153,244	336,994	195,000	142,931	337,931	144,995	24,572
146,888	386,888	251,250	136,238	387,488	141,910	20,268
139,575	387,075	258,750	128,588	387,338	141,910	16,011
130,744	445,744	232,500	121,219	353,719	462,750	6,941
120,035	453,785	240,000	113,531	353,531		
108,540	461,040	251,250	104,934	356,184		
96,543	460,293	262,500	95,944	358,444		
83,855	477,605	322,500	84,900	407,400		
70,350	482,850	333,750	71,775	405,525		
56,154	491,154	345,000	58,200	403,200		
41,079	506,079	300,000	45,300	345,300		
25,125	512,625	315,000	33,000	348,000		
8,480	514,730	326,250	20,175	346,425		
-	-	341,250	6,825	348,075		

-	-	-	-	-		
-	-	-	-	-		
-	-	-	-	-		
-	-	-	-	-		
$1,338,411	**$6,194,661**	**$4,162,500**	**$1,312,228**	**$5,474,728**	**$1,036,560**	**$96,715**
					235,000.00	53,925.00
					235,000.00	46,875.00
					235,000.00	39,825.00
					230,000.00	32,850.00
					230,000.00	25,950.00
					750,000.00	11,250.00

Bonds 02	Series 2015-A Certificates of Obligation			Series 2016-A Certificates Obligation	
Pro-Rata Amount (a)	Principal	Interest	Total	Principal	Interest
$257,181	$250,000	$191,775	$441,775	$185,000	$204,375
250,023	260,000	184,125	444,125	190,000	200,625
238,375	205,000	177,150	382,150	195,000	196,775
231,320	215,000	171,925	386,925	195,000	192,875
	435,000	165,425	600,425	340,000	185,825
	440,000	154,475	594,475	355,000	175,400
	440,000	141,275	581,275	365,000	165,513
	445,000	128,000	573,000	375,000	153,450
	380,000	115,625	495,625	390,000	138,150
	385,000	104,150	489,150	405,000	122,250
	395,000	91,956	486,956	425,000	105,650
	475,000	77,819	552,819	440,000	88,350
	480,000	62,000	542,000	455,000	70,450
	485,000	45,413	530,413	500,000	53,850
	510,000	28,000	538,000	510,000	38,700
	545,000	9,538	554,538	515,000	23,325
				520,000	7,800
$976,899	**$6,345,000**	**$1,848,650**	**$8,193,650**	**$6,360,000**	**$2,123,363**

Bonds 02	Series 2015-A Certificates of Obligation			Series 2016-A Certificates Obligation	
Total	Principal	Interest	Total	Principal	Interest
$173,917	$187,500	$143,831	$331,331	$138,750	$153,281
169,567	195,000	138,094	333,094	142,500	150,469
162,178	153,750	132,863	286,613	146,250	147,581
157,921	161,250	128,944	290,194	146,250	144,656
469,691	326,250	124,069	450,319	255,000	139,369
	330,000	115,856	445,856	266,250	131,550
	330,000	105,956	435,956	273,750	124,134
	333,750	96,000	429,750	281,250	115,088
	285,000	86,719	371,719	292,500	103,613
	288,750	78,113	366,863	303,750	91,688
	296,250	68,967	365,217	318,750	79,238
	356,250	58,364	414,614	330,000	66,263
	360,000	46,500	406,500	341,250	52,838
	363,750	34,059	397,809	375,000	40,388
	382,500	21,000	403,500	382,500	29,025

	408,750	7,153	415,903	386,250	17,494
	-	-	-	390,000	5,850
	-	-	-	-	-
	-	-	-	-	-
$1,133,275	**$4,758,750**	**$1,386,488**	**$6,145,238**	**$4,770,000**	**$1,592,522**

s of	Series 2017-A Certificates of Obligation			Seri
Total	**Principal**	**Interest**	**Total**	**Principal**
$389,375	$185,000	$136,800	$321,800	$175,000
390,625	190,000	133,050	323,050	180,000
391,775	190,000	129,250	319,250	190,000
387,875	195,000	125,400	320,400	200,000
525,825	250,000	119,700	369,700	255,000
530,400	255,000	112,125	367,125	260,000
530,513	265,000	104,325	369,325	270,000
528,450	275,000	96,225	371,225	280,000
528,150	285,000	87,825	372,825	290,000
527,250	295,000	79,125	374,125	300,000
530,650	300,000	70,200	370,200	310,000
528,350	310,000	61,050	371,050	325,000
525,450	320,000	51,600	371,600	335,000
553,850	305,000	42,225	347,225	395,000
548,700	310,000	33,000	343,000	415,000
538,325	310,000	23,700	333,700	445,000
527,800	315,000	14,325	329,325	480,000
	320,000	4,800	324,800	505,000
				520,000
$8,483,363	**$4,875,000**	**$1,424,725**	**$6,299,725**	**$6,130,000**

s of	Series 2017-A Certificates of Obligation			Seri
Total	**Principal**	**Interest**	**Total**	**Principal**
$292,031	$138,750	$102,600	$241,350	$131,250
292,969	142,500	99,788	242,288	135,000
293,831	142,500	96,938	239,438	142,500
290,906	146,250	94,050	240,300	150,000
394,369	187,500	89,775	277,275	191,250
397,800	191,250	84,094	275,344	195,000
397,884	198,750	78,244	276,994	202,500
396,338	206,250	72,169	278,419	210,000
396,113	213,750	65,869	279,619	217,500
395,438	221,250	59,344	280,594	225,000
397,988	225,000	52,650	277,650	232,500
396,263	232,500	45,788	278,288	243,750
394,088	240,000	38,700	278,700	251,250
415,388	228,750	31,669	260,419	296,250
411,525	232,500	24,750	257,250	311,250

403,744	232,500	17,775	250,275	333,750
395,850	236,250	10,744	246,994	360,000
-	240,000	3,600	243,600	378,750
-	-	-	-	390,000
$6,362,522	**$3,656,250**	**$1,068,544**	**$4,724,794**	**$4,597,500**

#REF!

es 2018 Certificates of Obligation		Series 2019 Certificates of Obligation		
Interest	**Total**	**Principal**	**Interest**	**Total**
$218,855	$393,855	$130,000	$122,982	$252,982
211,755	391,755	140,000	160,200	300,200
203,405	393,405	150,000	152,950	302,950
193,655	393,655	155,000	145,325	300,325
184,511	439,511	160,000	137,450	297,450
175,168	435,168	170,000	129,200	299,200
164,568	434,568	180,000	120,450	300,450
153,568	433,568	190,000	111,200	301,200
142,168	432,168	200,000	101,450	301,450
131,118	431,118	210,000	91,200	301,200
120,830	430,830	220,000	82,650	302,650
110,511	435,511	225,000	75,975	300,975
99,535	434,535	230,000	69,150	299,150
87,125	482,125	240,000	62,100	302,100
73,355	488,355	245,000	54,825	299,825
58,735	503,735	245,000	47,475	292,475
43,010	523,010	255,000	38,700	293,700
26,265	531,265	270,000	28,200	298,200
8,840	528,840	280,000	17,200	297,200
		290,000	5,800	295,800
$2,406,975	**$8,536,975**	**$4,185,000**	**$1,754,482**	**$5,643,682**

es 2018 Certificates of Obligation		Series 2019 Certificates of Obligation		
Interest	**Total**	**Principal**	**Interest**	**Total**
$164,141	$295,391	$97,500	$92,236	$189,736
158,816	293,816	105,000	120,150	225,150
152,554	295,054	112,500	114,713	227,213
145,241	295,241	116,250	108,994	225,244
138,383	329,633	120,000	103,088	223,088
131,376	326,376	127,500	96,900	224,400
123,426	325,926	135,000	90,338	225,338
115,176	325,176	142,500	83,400	225,900
106,626	324,126	150,000	76,088	226,088
98,338	323,338	157,500	68,400	225,900
90,623	323,123	165,000	61,988	226,988
82,883	326,633	168,750	56,981	225,731
74,651	325,901	172,500	51,863	224,363
65,344	361,594	180,000	46,575	226,575
55,016	366,266	183,750	41,119	224,869

44,051	377,801	183,750	35,606	219,356
32,258	392,258	191,250	29,025	220,275
19,699	398,449	202,500	21,150	223,650
6,630	396,630	210,000	12,900	222,900
		217,500	4,350	221,850
$1,805,231	**$6,402,731**	**$3,138,750**	**$1,315,861**	**$4,454,611**

Series 2020 Limited Tax Refunding Bonds			Series 2020 Certificates o Obligation	
Principal	**Interest**	**Total**	**Principal**	**Interest**
	$142,784	$142,784	$160,000	$123,839
$395,000	183,900	578,900	180,000	160,650
430,000	171,700	601,700	185,000	153,350
430,000	158,800	588,800	195,000	145,750
445,000	141,300	586,300	200,000	137,850
460,000	123,200	583,200	210,000	129,650
485,000	104,300	589,300	220,000	121,050
495,000	84,700	579,700	230,000	112,050
515,000	64,500	579,500	240,000	102,650
530,000	43,600	573,600	245,000	92,950
540,000	24,900	564,900	255,000	84,225
560,000	8,400	568,400	265,000	76,425
			270,000	68,400
			280,000	60,150
			290,000	51,600
			295,000	42,825
			305,000	33,825
			315,000	24,525
			325,000	14,925
			335,000	5,025
$5,285,000	**$1,252,084**	**$6,537,084**	**$5,000,000**	**$1,741,714**

Series 2020 Limited Tax Obligation			Series 2020 Certificates o Obligation	
Principal	**Interest**	**Total**	**Principal**	**Interest**
$0	$0	$0	$0	$0
-	107,088	107,088	120,000	92,880
296,250	137,925	434,175	135,000	120,488
322,500	128,775	451,275	138,750	115,013
322,500	119,100	441,600	146,250	109,313
333,750	105,975	439,725	150,000	103,388
345,000	92,400	437,400	157,500	97,238
363,750	78,225	441,975	165,000	90,788
371,250	63,525	434,775	172,500	84,038
386,250	48,375	434,625	180,000	76,988
397,500	32,700	430,200	183,750	69,713
405,000	18,675	423,675	191,250	63,169
420,000	6,300	426,300	198,750	57,319
-	-	-	202,500	51,300
-	-	-	210,000	45,113

-	-	-	217,500	38,700
-	-	-	221,250	32,119
-	-	-	228,750	25,369
-	-	-	236,250	18,394
-	-	-	243,750	11,194
			251,250	3,769
$3,963,750	**$939,063**	**$4,902,813**	**$3,498,750**	**$1,302,517**

of

Total	Total GO Debt Paid by WWSS
	$3,905,455
$283,839	4,194,202
340,650	4,277,480
338,350	4,272,225
340,750	4,228,411
337,850	4,226,939
339,650	4,228,613
341,050	4,229,441
342,050	4,231,974
342,650	4,229,493
337,950	4,225,309
339,225	4,228,003
341,425	4,230,060
338,400	3,702,319
340,150	3,022,130
341,600	2,564,373
337,825	2,011,660
338,825	1,493,090
339,525	1,165,565
339,925	635,725
340,025	340,025
$6,741,714	**$69,642,489**

of

Total	Total GO Debt Paid by WWSS
$0	$2,946,074
212,880	$3,127,701
255,488	$3,191,507
253,763	$3,188,600
255,563	$3,641,000
253,388	$3,170,204
254,738	$3,171,459
255,788	$3,172,081
256,538	$3,173,980
256,988	$3,172,119
253,463	$3,168,982
254,419	$3,171,002
256,069	$3,172,545
253,800	$2,776,739
255,113	$2,266,598

256,200	$1,923,279
253,369	$1,508,745
254,119	$1,119,818
254,644	$874,174
254,944	$476,794
255,019	$255,019
$4,801,267	**$52,413,401**

City of Deer Park, Texas
Taxable Assessed Valuation History

Tax Year	Assessed Valuation	Change Amount	Change Percent
2010	$ 1,738,397,380		
2011	1,807,994,850	$ 69,597,470	4.00%
2012	1,824,438,772	16,443,922	0.91%
2013	1,964,542,521	140,103,749	7.68%
2014	2,121,296,775	156,754,254	7.98%
2015	2,345,344,230	224,047,455	10.56%
2016	2,570,626,822	225,282,592	9.61%
2017	2,680,071,926	109,445,104	4.26%
2018	2,784,337,645	104,265,719	3.89%
2019	2,988,632,941	204,295,296	7.34%

5-Year Average Growth:	**7.13%**
9-Year Average Growth:	**6.25%**

Tax Year	Projected Assessed Valuation	Estimated Change Amount	Estimated Change Percent
2020	$ 3,155,695,885	$ 167,062,944	5.59%
2021	3,297,702,200	142,006,315	4.50%
2022	3,429,610,288	131,908,088	4.00%
2023	3,532,498,596	102,888,309	3.00%
2024	3,620,811,061	88,312,465	2.50%
2025	3,693,227,283	72,416,221	2.00%
2026	3,748,625,692	55,398,409	1.50%
2027	3,786,111,949	37,486,257	1.00%
2028	3,805,042,508	18,930,560	0.50%

City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #:	DIS 21-006	**Version:**	1	**Name:**	
Type:	Discussion			**Status:**	Agenda Ready
File created:	1/11/2021			**In control:**	City Council Workshop
On agenda:	1/19/2021			**Final action:**	
Title:	Discussion of issues relating to an agreement with Cobb Fendley for Professional Engineering Services for Drainage Improvements for Deer Park Gardens - Norwood Street.				
Sponsors:	Public Works				
Indexes:					
Code sections:					
Attachments:	CobbFendley - Oct 1, 2019 Presentation - Deer Park Gardens Professional Engineering Consultant Design Services Agreement				

Date	Ver.	Action By	Action	Result

Discussion of issues relating to an agreement with Cobb Fendley for Professional Engineering Services for Drainage Improvements for Deer Park Gardens - Norwood Street.

Summary:

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 professional engineering services for drainage Improvements for Deer Park Gardens - Norwood Street. The project will consist of:

1. Design Phase services (lump sum) $34,950
2. Bid Phase services (lump sum) $4,380
3. Construction Administration Services (lump sum) $8,160
4. Surveying (lump sum) $11,300
5. Drainage Study $8,930
6. Reimbursable Expenses $1,000
7. **TOTAL** **$68,720**

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Preliminary estimates for construction costs is estimated between $300,000 - $400,000

Preliminary estimates for project schedule is estimated final construction completion date of October 2021.

Multiple phases are required for total improvements to the Deer Park Gardens area and this initial phase will be considered Phase 1, of (8) total Phase locations.

This item will be a discussion of the Professional Engineering Services proposed by CobbFendley as well as the presentation of their previously completed study of this area.

Fiscal/Budgetary Impact:

Discussion Only. Consideration and action of this discussion item to take place with Council Agenda Item AGR 21-002.

Discussion Only.

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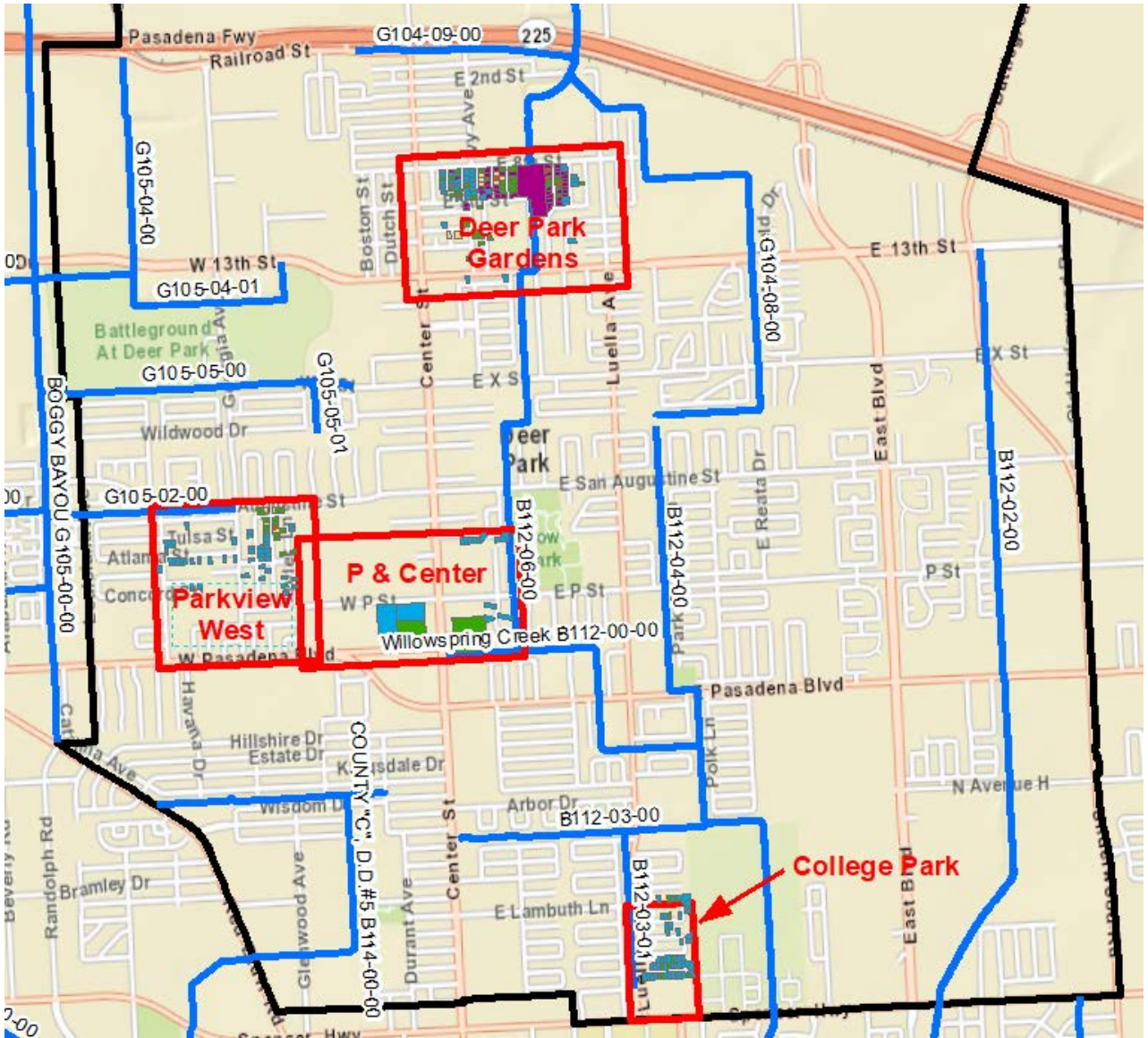
DEER PARK

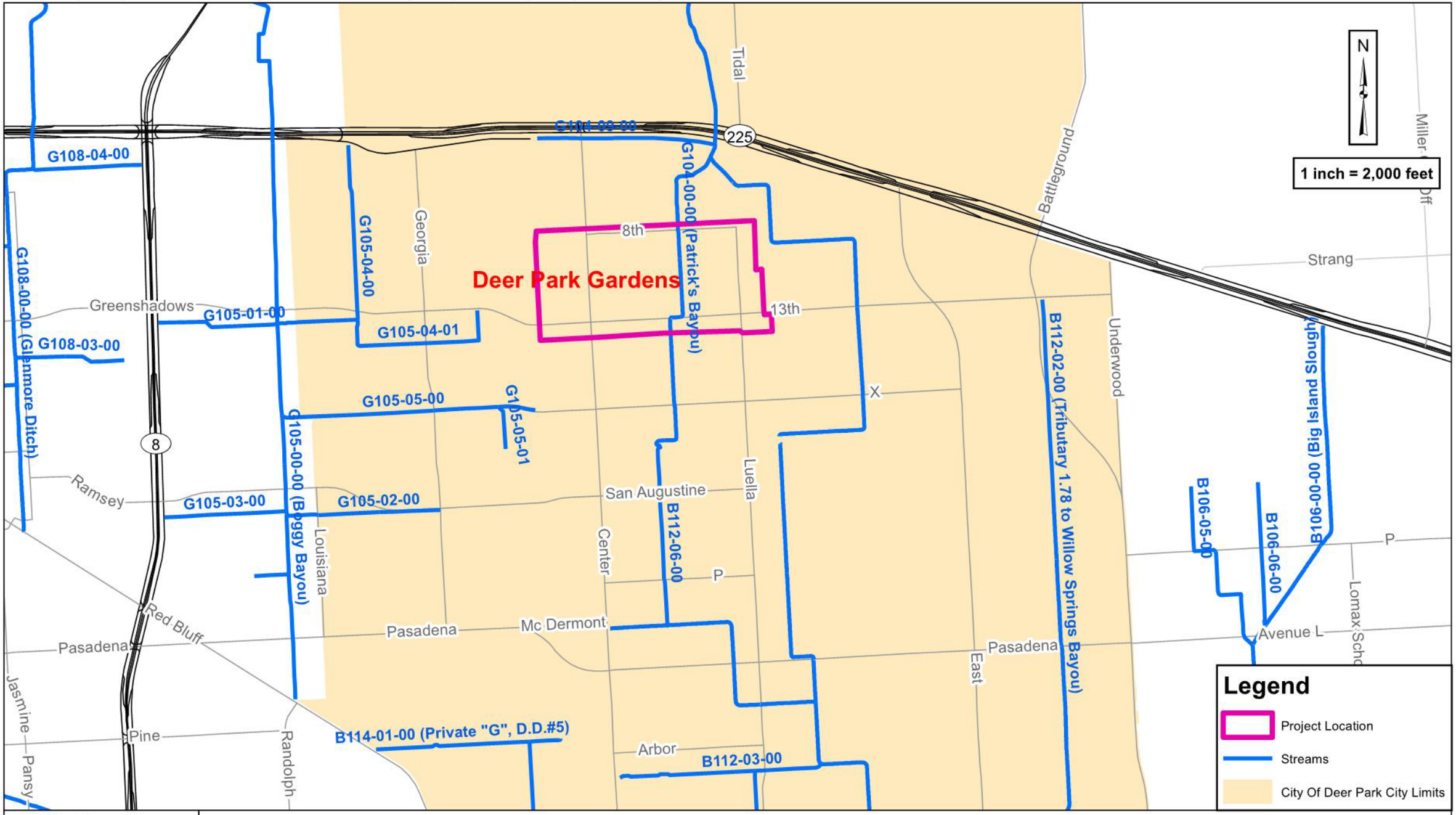
October 1, 2019

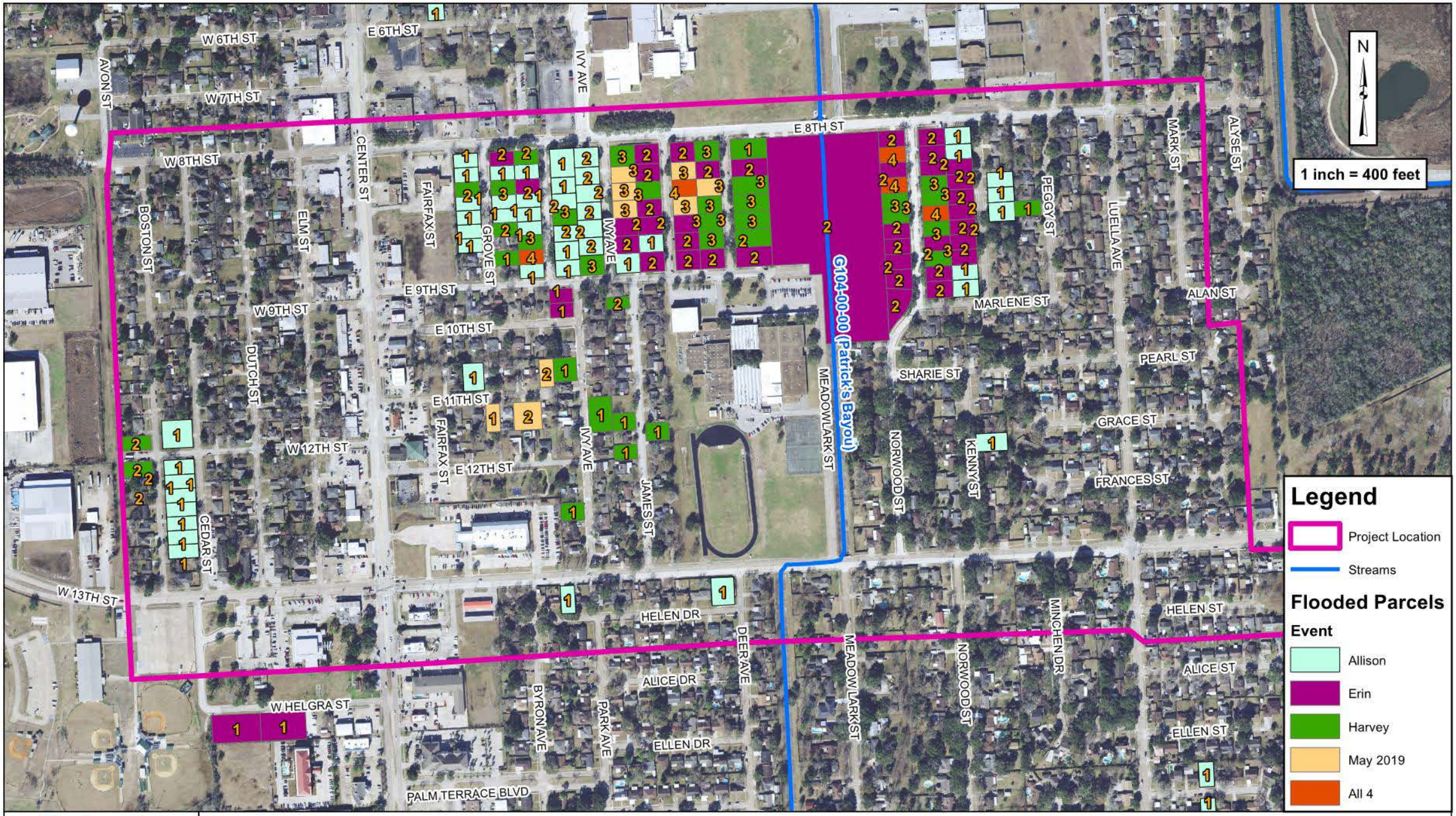
CobbFendley

Area Overview



Deer Park Gardens

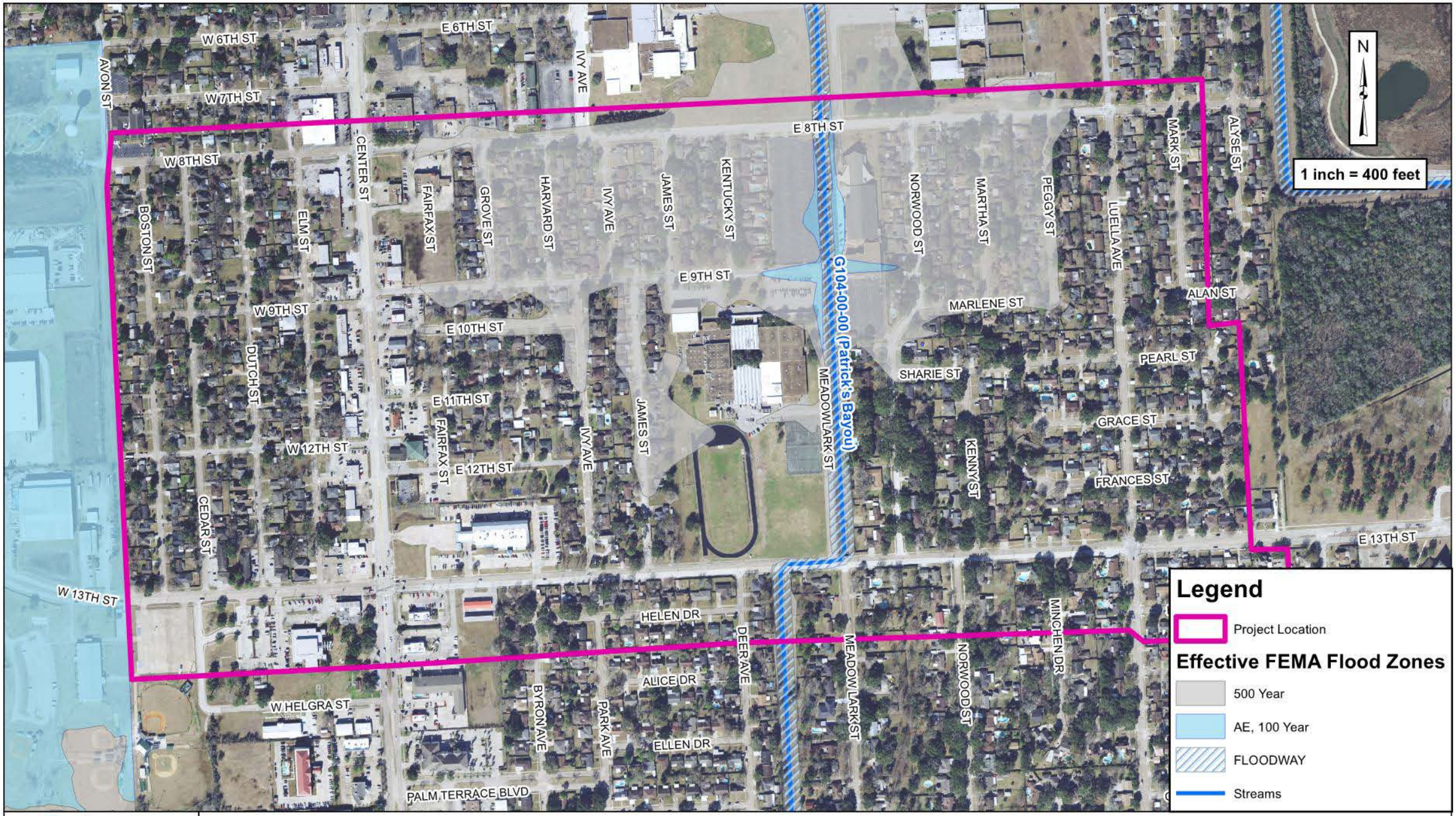




CobbFendley
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

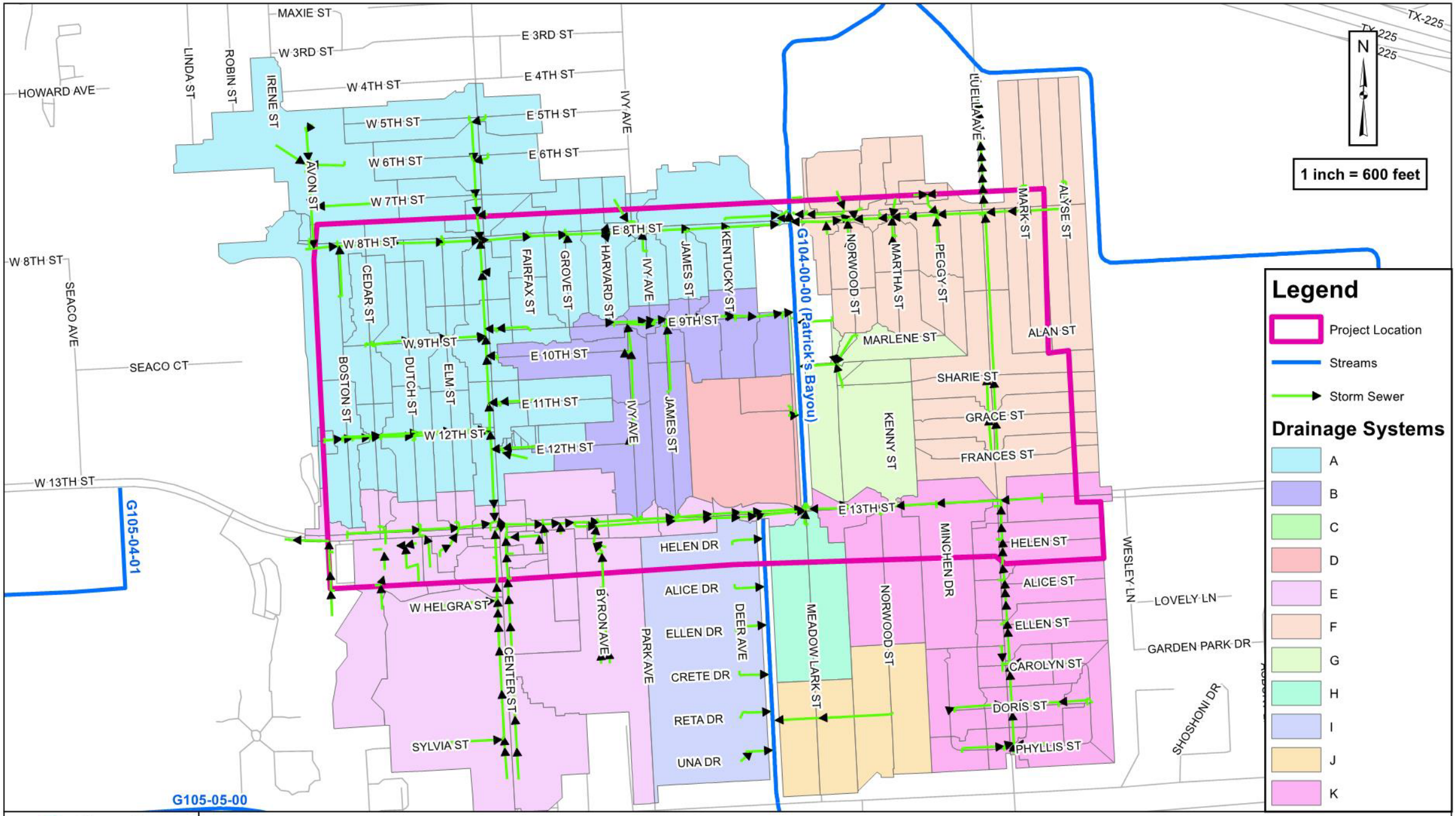
City of Deer Park - Deer Park Gardens
Location Map



CobbFendley
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

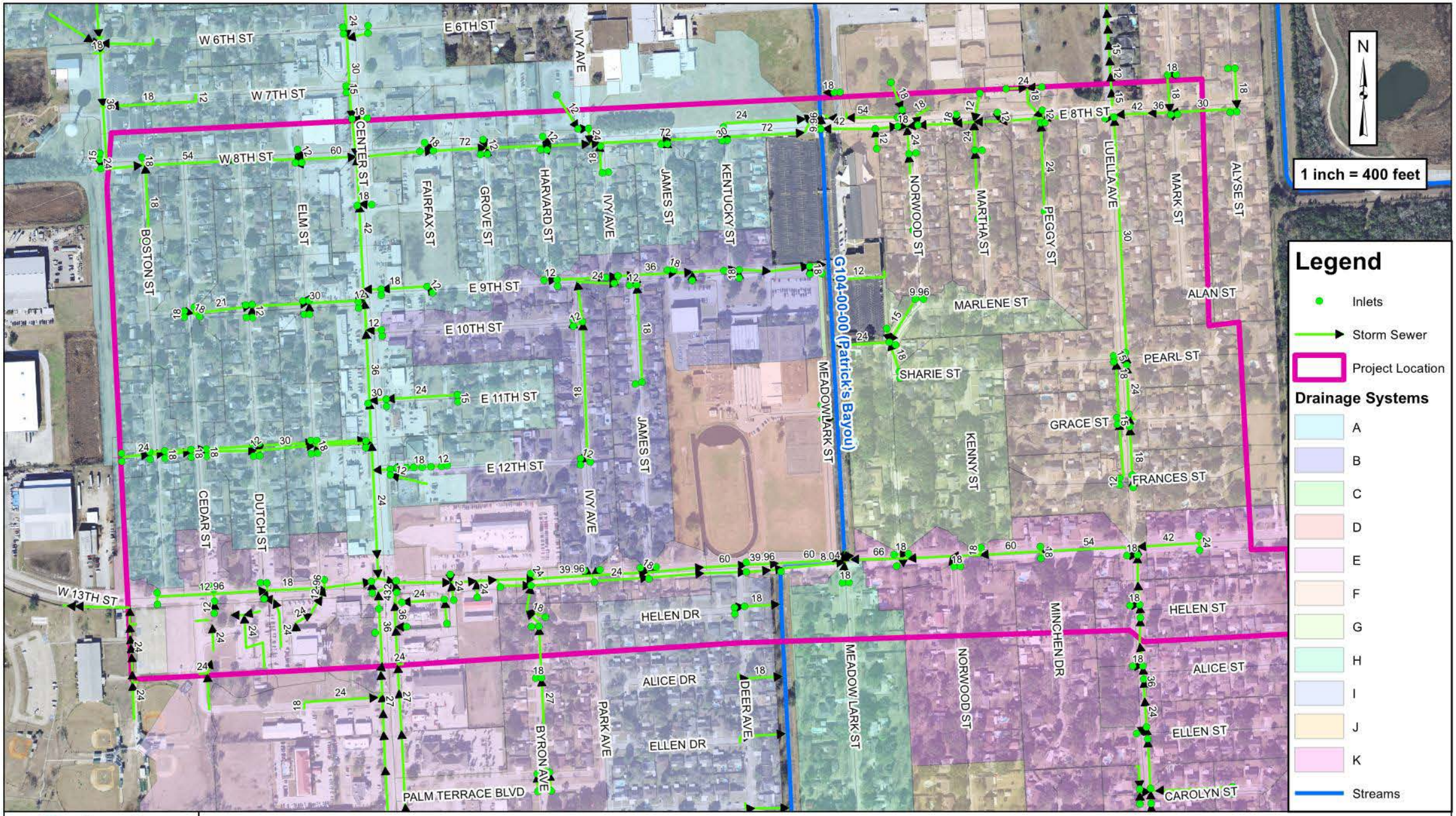
City of Deer Park - Deer Park Gardens
FEMA Floodplain Map



CobbFendley
Texas Registration No. 274

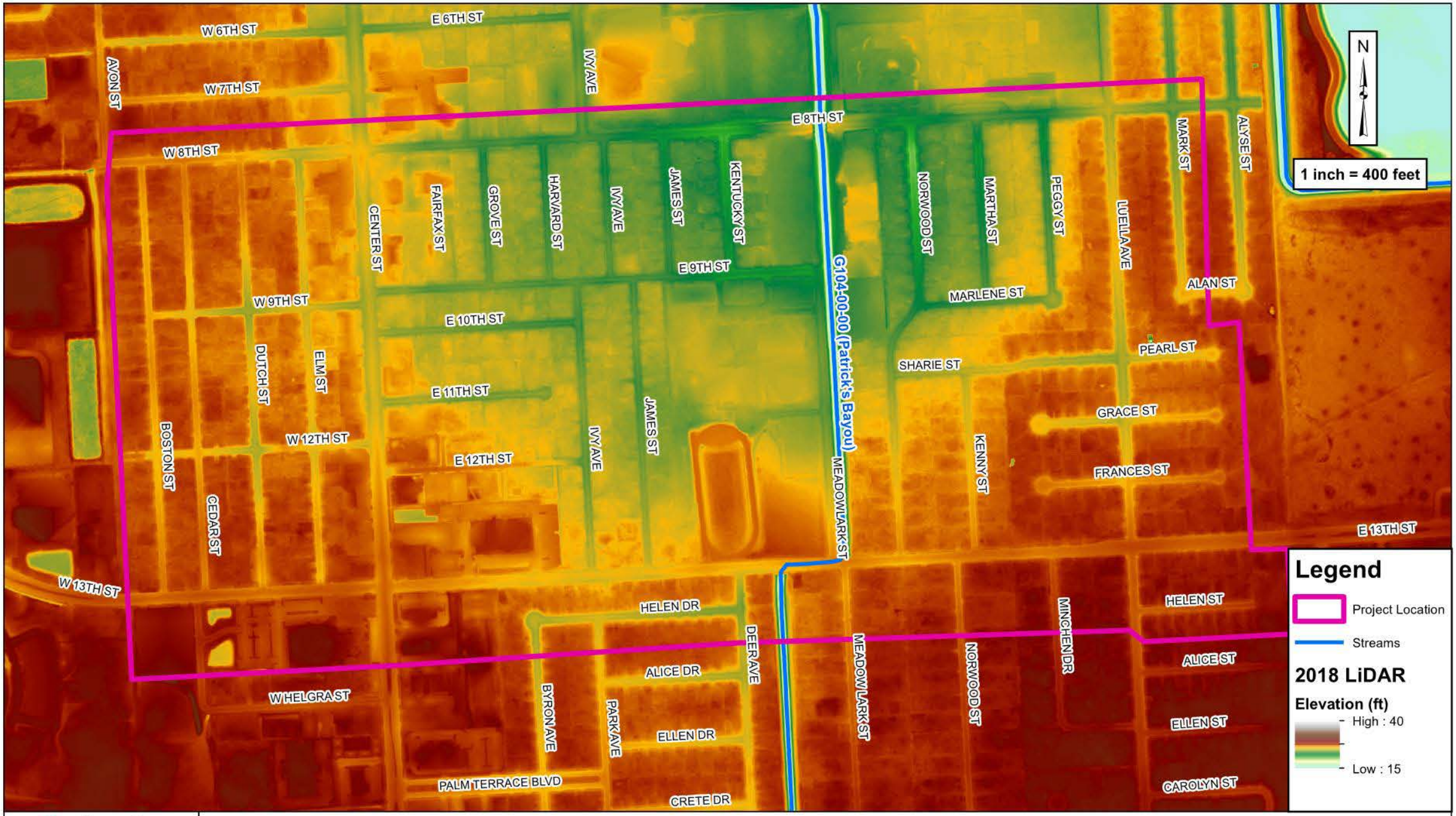
13430 Northwest Freeway, Suite 1100

City of Deer Park - Deer Park Gardens
Drainage Area Map



CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Existing Storm Sewer Map



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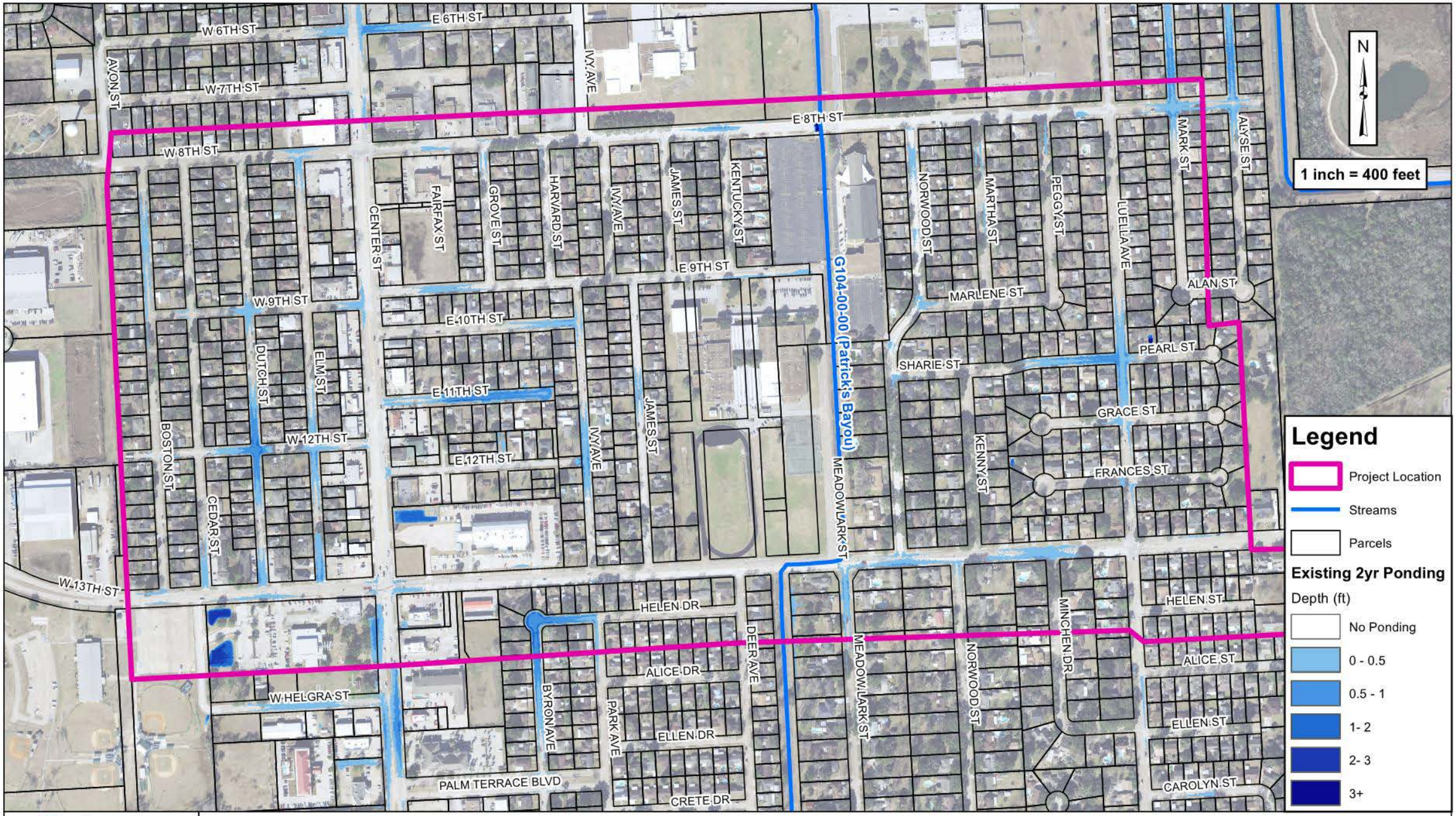
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
LiDAR Map



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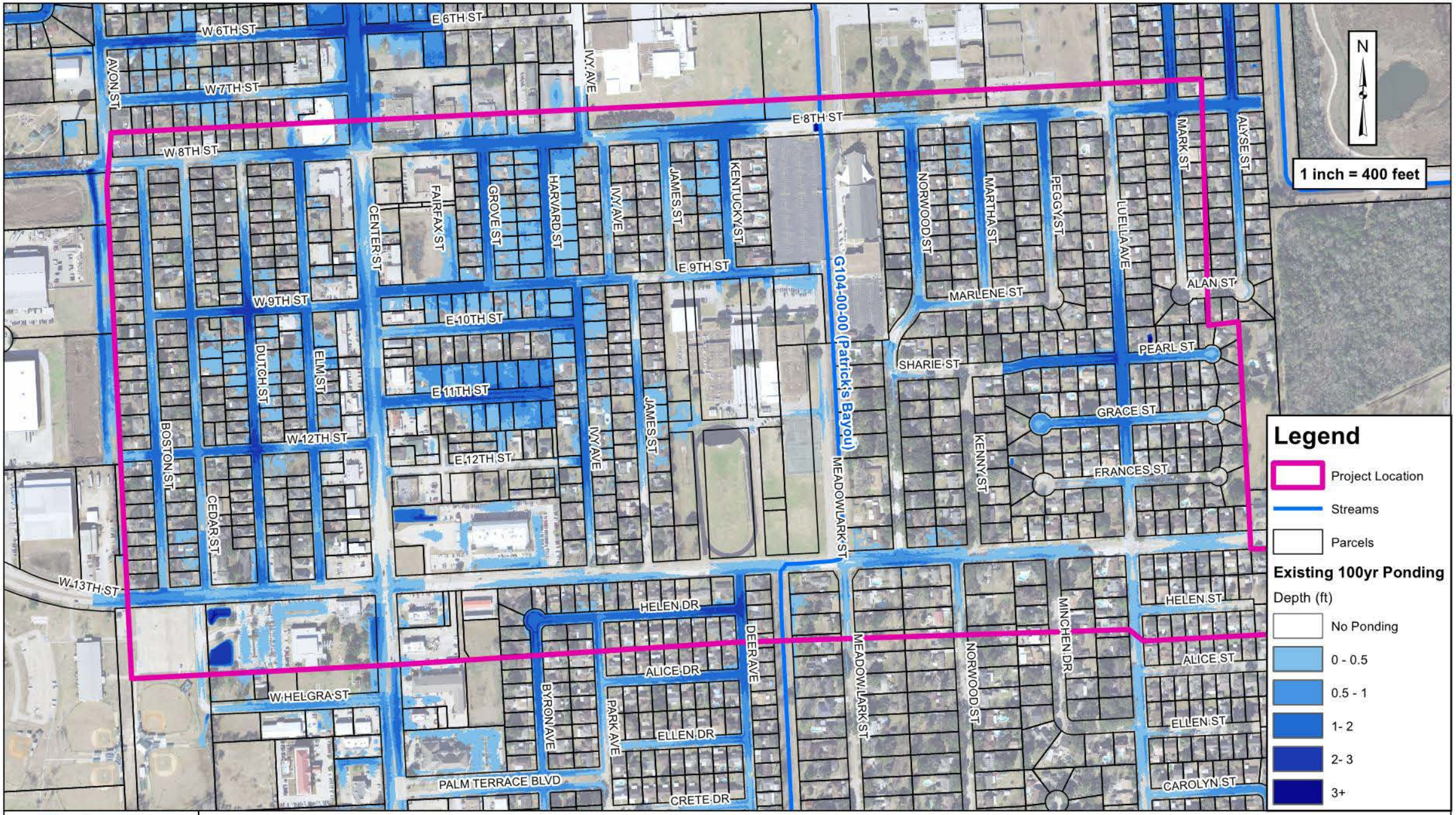
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Existing 2 Year Ponding Map



CobbFendley
Texas Registration No. 274

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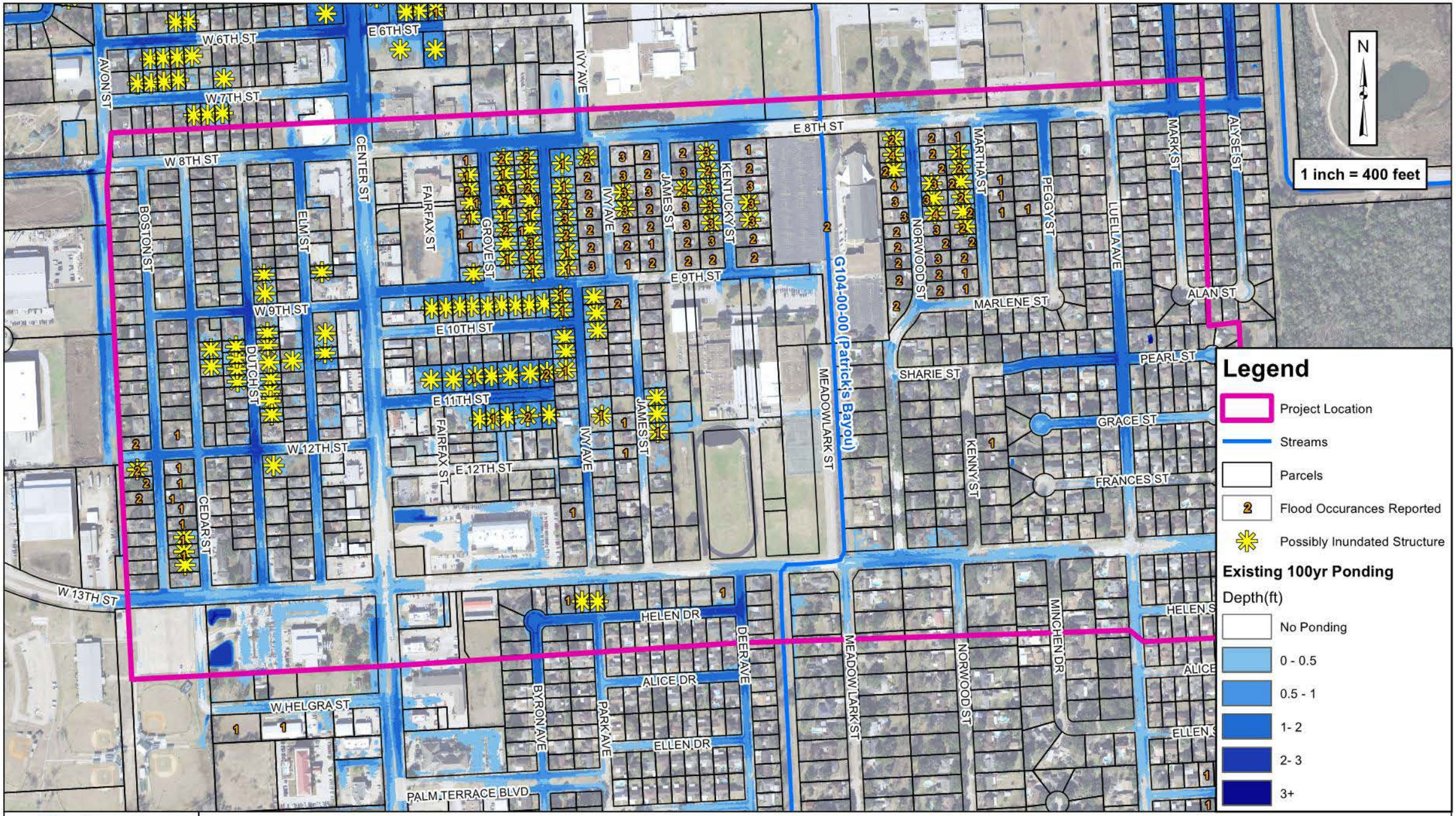
Houston, Texas 77040

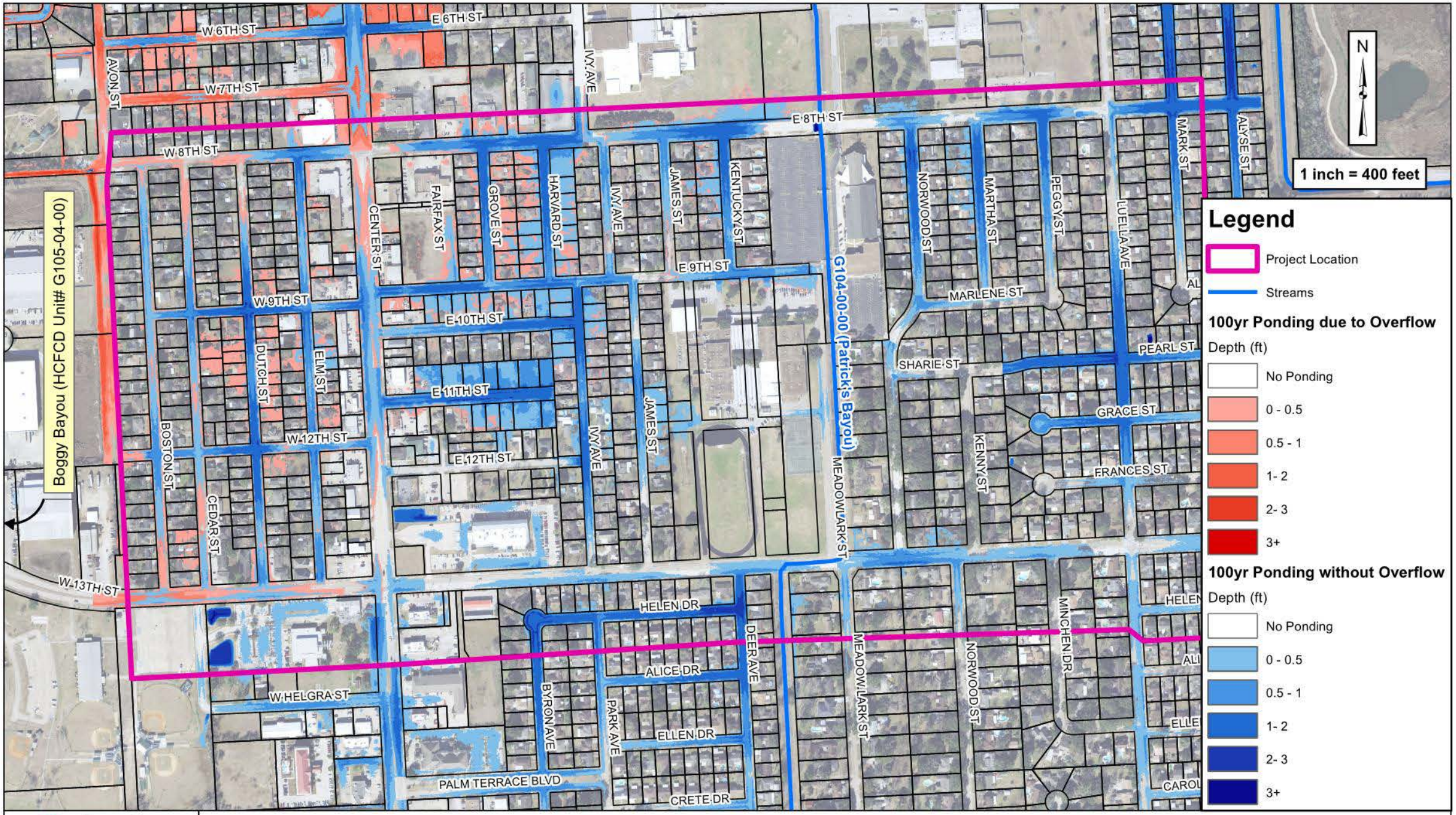
City of Deer Park - Deer Park Gardens
Existing 100 Year Ponding Map



CobbFendley
Texas Registration No. 274

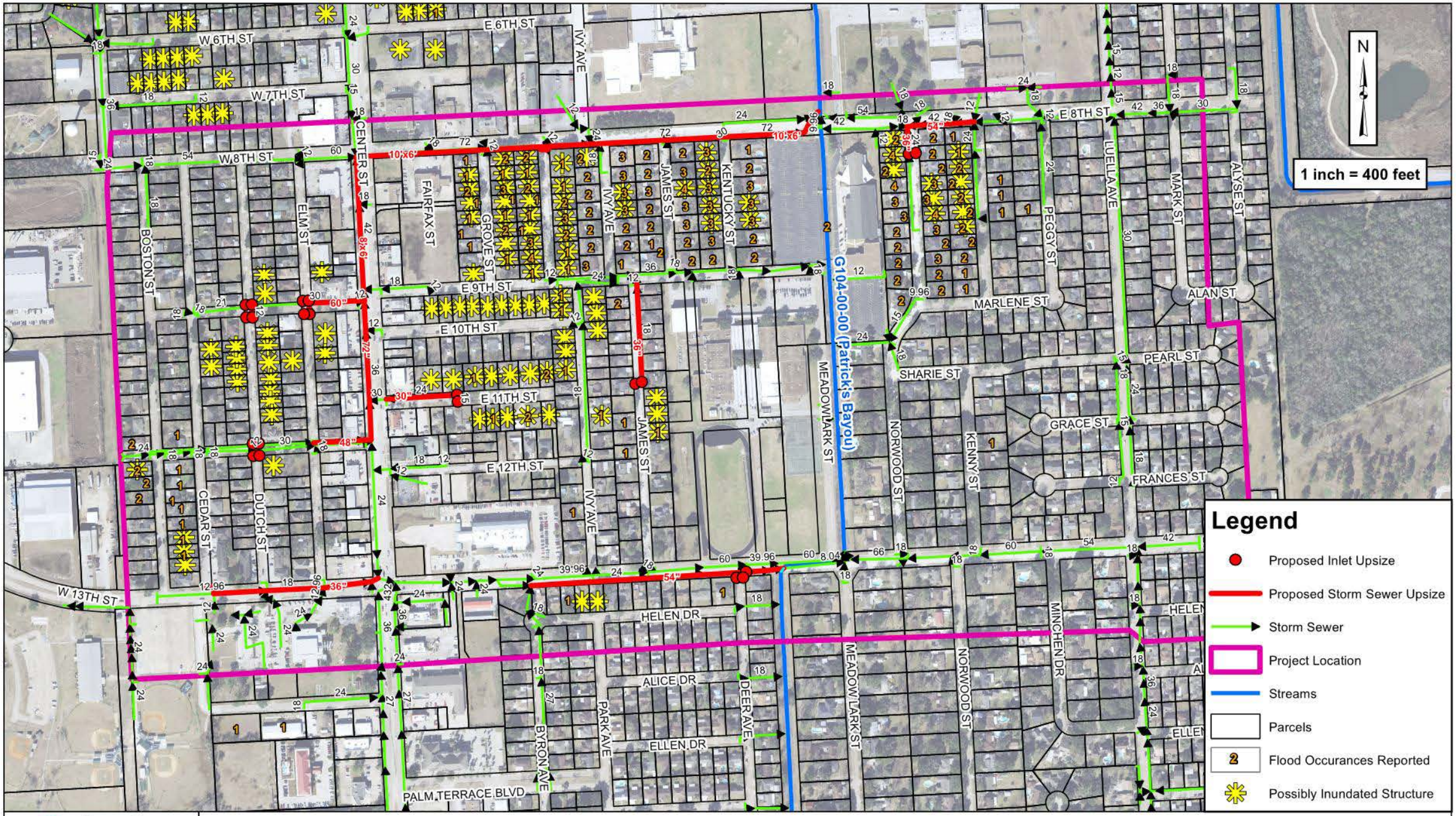
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Existing 100 Year Inundated Structures (XP-SWMM Results & Reported)



CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

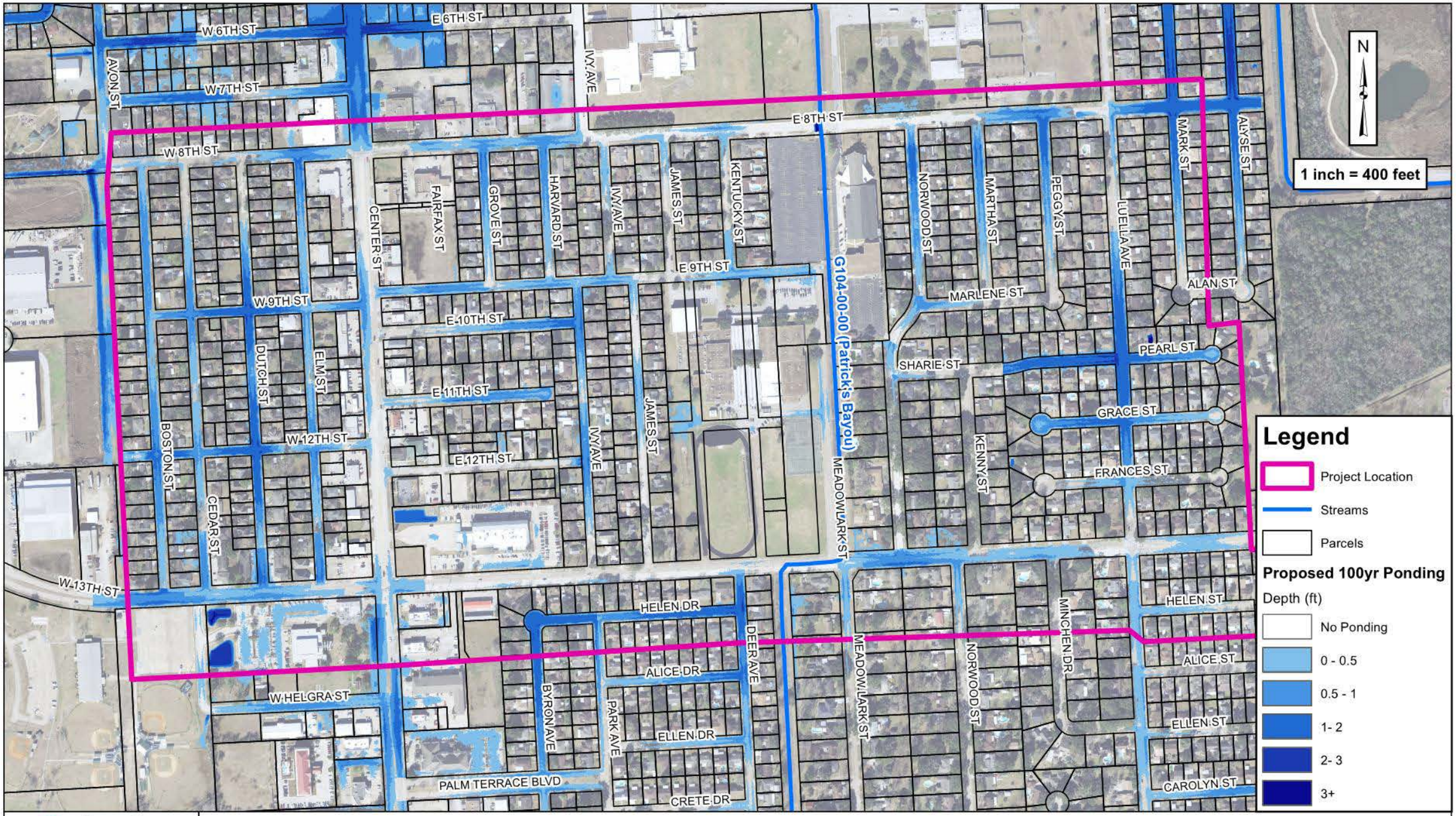
City of Deer Park - Deer Park Gardens
Effect of 10-yr Overflow from Boggy Bayou durring 100-year Storm



CobbFendley
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Proposed Improvements

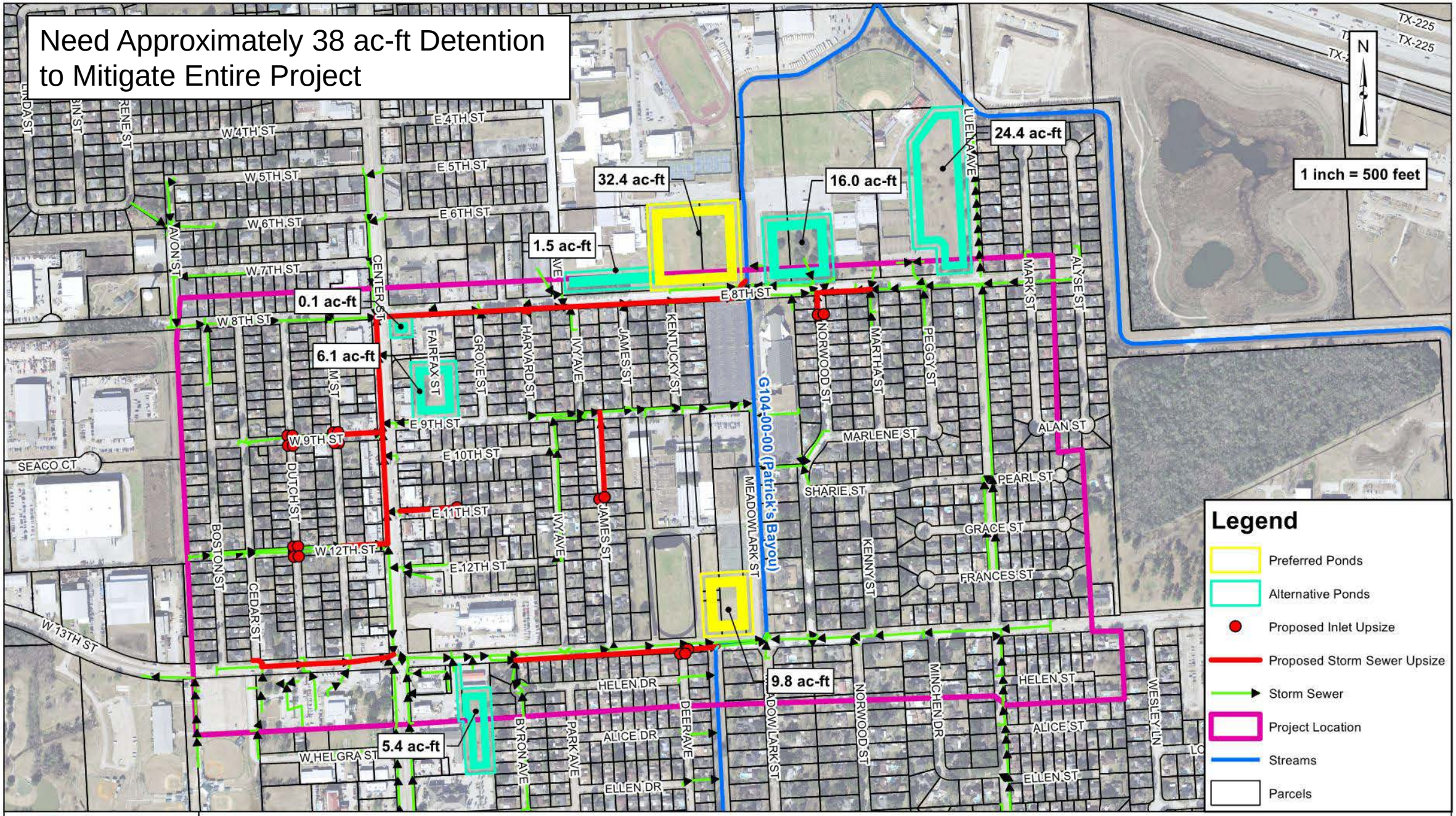


CobbFendley
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Proposed 100 Year Ponding Map

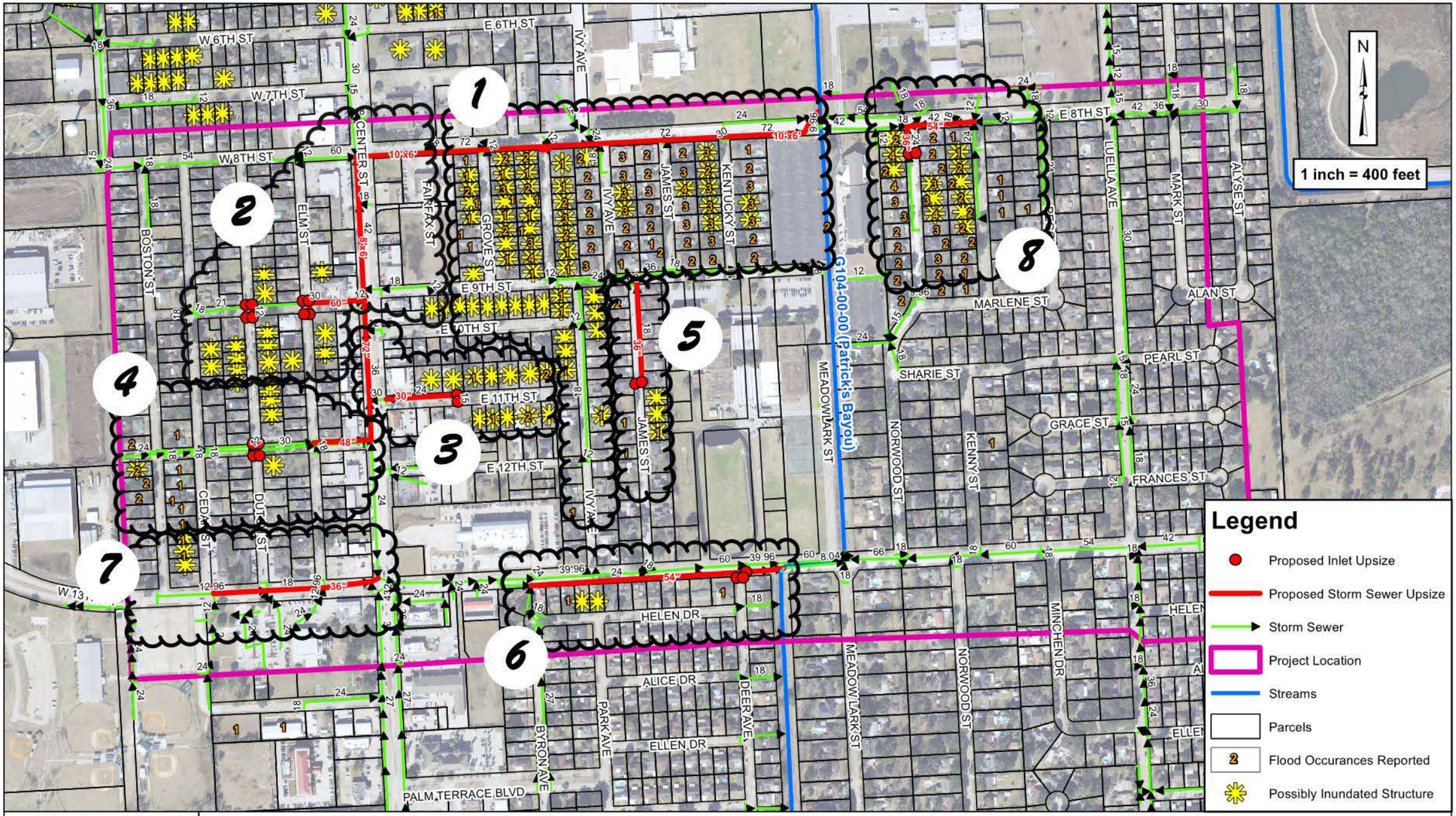
Need Approximately 38 ac-ft Detention to Mitigate Entire Project



CobbFendley
Texas Registration No. 274

13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Potential Detention Locations



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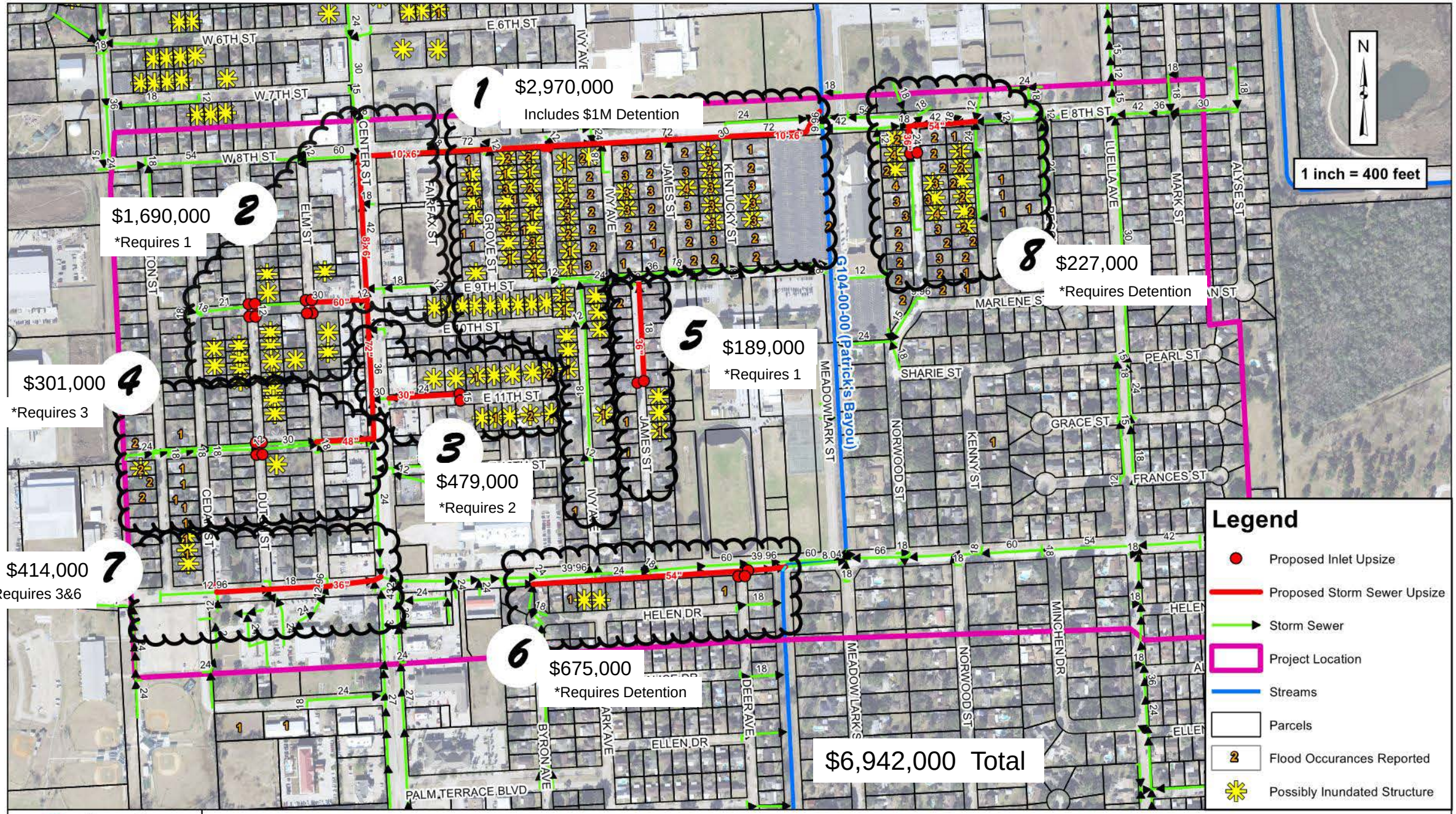
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Proposed Improvements



CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

City of Deer Park - Deer Park Gardens
Proposed Improvements

AGREEMENT FOR ENGINEERING & DESIGN SERVICES

For:

Drainage Improvements for Norwood Street

This Agreement is made and entered into in Deer Park, Harris County, Texas on:

January 19, 2021, 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 professional engineering services related to:

Proposal for Professional Engineering Services for Drainage Improvements for Norwood Street (Proposal dated: June 02, 2020, and attached hereto as: Exhibit A)

in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

1.1 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 **$68,720.00 (sixty-eight thousand, seven-hundred and twenty dollars)**. 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, AND 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	**The City of Deer Park**
By_____	By_____
Name_____	Name_____
Title_____	Title_____
Date_____	Date_____

EXHIBIT A

CobbFendley

June 2, 2020

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

Re: Proposal for Professional Engineering Services for
Drainage Improvements for Norwood Street

Dear Mr. Pedersen:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services for the above-mentioned drainage improvement projects in Deer Park, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A and B.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. The opportunity to propose professional survey and engineering service to the City of Deer Park is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Charles M. Eastland, P.E.
Executive Vice President
Regional Manager

Attachments

This proposal accepted by:

CITY OF DEER PARK, TEXAS

_____
Signature

_____
Print Name

_____
Title

_____
Date of Authorization

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Norwood Street Drainage Improvements

Project/Limits

Norwood Street Drainage Improvements
The Norwood Street Drainage Improvements project provides for the construction of drainage improvements to alleviate excessive street ponding on Norwood Street. The project area is a small subset of the overall Deer Park Gardens Neighborhood Drainage Project which has previously been studied. This project will include updating the existing drainage models for the project area, determining drainage impacts and creating a mitigated solution. It is anticipated that the project will consist of replacing inlets on Norwood Street and upsizing storm sewer on 8th Street and Norwood Street. The project may also include adding additional inlets to capture overland sheet flow occurring from offsite properties.

See *Exhibit C - Project Limits*

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: topographic survey, design phase services, bid phase services, and construction phase services.

Sub Consultants

No subconsultant tasks are anticipated on this project.

Construction Estimate

The preliminary Opinion of Probable Construction Costs for these projects are attached as Exhibit D.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic services. The specific items of service include:

Design Phase Services:

1. Data collection, including “as-built plans”, existing schematics, right-of-way maps, floodplain information, special specifications, and standard drawings.

2. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

3. Prepare topographic drawings from survey data of the proposed alignment.

4. Perform the utility and investigation work involving the research and identification of all private and public utilities within the project limits.

    a. Research the existence of public utilities such as sanitary, storm sewer and waterlines.
    b. Request any additional information from private utilities (CenterPoint Gas, CenterPoint Electric, AT&T and Others) and pipeline.
    c. Identify potential conflicts between the existing utilities and the proposed project improvements.
    d. Coordinate with utility companies on plans for relocations and provide updated project design information.

5. Provide construction plan drawings. The plans will include, at a minimum, the following.

    - Cover Sheet
    - Overall Project Layout
    - Typical Cross Sections
    - SWPP Plan
    - Demolition Plan
    - General Notes and Details
    - Drainage Area Map
    - Storm Sewer Layout
    - Survey Control Map
    - Plan and Profiles Sheets
    - Traffic Control Plan

6. CobbFendley will provide roadway plan and profile drawings using CADD standards as required by the City. The drawings will consist of a plan and profile view of existing features and proposed improvements.

    Plan view will include:

    a. Roadway centerlines and baselines
    b. Pavement edges for all improvements
    c. Lane and pavement width dimensions
    d. Sidewalks
    e. Proposed structure locations
    f. Direction of traffic flow on all roadway, and arrows indicating the number of lanes
    g. Existing utilities and structures
    h. Benchmark information
    i. Pavement Details

    Profile view will include:

    a. Existing and proposed profiles along the proposed centerline
    b. Existing and Proposed Grade Lines for pavement and natural ground along the project centerline.

7. Prepare Survey Control Sheets based on information provided by Project Surveyor.

8. Update drainage area boundaries, hydrologic runoff rates and resultant flows for the systems included in the project area as necessary based on survey data.

9. Size proposed storm sewer to meet City's 2-year rainfall event.

10. Coordinate with Harris County Flood Control (HCFCD) for work performed within HCFCD facilities and obtain approvals.

11. CobbFendley will prepare Storm Water Pollution Prevention Plan (SW3P) sheets and details based on the latest NPDES, Harris County Stormwater Quality Standards and City standards to minimize the potential impact to receiving waterways.

12. CobbFendley will prepare Traffic Control Plan (TCP) sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways (latest edition).

13. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.

14. CobbFendley will provide construction documents based on the milestone submittals below:

    a. 60% Milestone Submittal:
        i. 2 set of 22"x34" plan sheets for City review.
        ii. Opinion of Probable Construction Cost
        iii. Digital Copy of the previous items in .pdf format

    b. 90% Milestone Submittal:
        i. 2 sets of 22"x34 plan sheets for City review.
        ii. 1 project manual with specifications for City Review.
        iii. Opinion of Probable Construction Cost
        iv. Digital Copy of the previous items in .pdf format

    c. Final Milestone Submittal:
        i. 2 sets of 22"x34" plan sheets for City review.
        ii. 1 project manual with specifications for City Review.
        iii. Opinion of Probable Construction Cost
        iv. Construction schedule.
        v. Digital Copy of the previous items in .pdf format

15. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.

Bid Phase Services:

1. Upload digital plans and specifications to CivCast.

2. Respond in writing to questions from Bidders and prepare Addenda as necessary.

3. Conduct Pre-Bid and attend the Bid Opening.

4. Prepare Engineer's Recommendation of Award Letter that includes the following required content:

    a. Check for math errors and reconcile any mathematical discrepancies
    b. Review for unbalance bid items and determine responsiveness and responsibility of low bidders.
    c. Certify Bid Tabulation including Engineer's estimate
    d. Review of Bidder's financial standing and references provided
    e. Recommendation to award

5. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration Services:

1. Attend and conduct preconstruction conference.

2. Calculate quantities and assist in preparing change orders as necessary.

3. Review and approval of submittals and shop drawings.

4. Respond to request for information (RFI's) regarding the project improvements.

5. Make a site visit during construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents.

6. Prepare Pay Applications for Approval.

7. Attend a Substantial Completion Inspection and prepare one Punch List.

8. Attend and conduct Final Acceptance Inspection of the project and prepare punch list as necessary.

9. Prepare Record Drawings based on Contractor Mark-up.

10. Provide City with necessary close out documents, including certificate of completion, record drawings, and contractor warranty documents on the project.

ADDITONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional

Surveyors to locate existing utilities, appurtenances and pavement providing cross sections of the following existing features: natural ground, concrete curbs and pavement. Elevations will be obtained at a maximum of 50-ft intervals, right-of-way to right-of-way.

3. Prepare a survey drawing on a plan style sheet at a scale of 1”=20’ horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Drainage Analysis Services

The purpose of performing a hydrologic and hydraulic analysis is to determine if any negative impacts will occur to water surface elevations associated with improving the storm sewer and inlets near the intersection of Norwood Street and E. 8th Street in Deer Park, Texas. The storm sewer improvements associated with this analysis are a small subset of the overall Deer Park Gardens Neighborhood Drainage Project. It has become necessary to perform these improvements to alleviate repetitive street ponding during the more frequent rainfall events.

The following tasks will be performed and the recommended improvements will be described in a letter report and included in the associated plan set:

1. Modify the previously prepared existing condition to include the improvements recommended for the project location from the overall neighborhood drainage study
2. Add additional nearby areas which are in close proximity that could potentially benefit from this small project and add to models
3. Determine what impacts occur, if any, and create a mitigated solution
4. Create maps tables and exhibits
5. Write letter memo report

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES.** CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Quality Control (QC) inspections, full or part time, during the construction phase of the project.
2. Geotechnical Engineering Services
3. Sidewalk Inspection
4. Environmental Engineering Services
5. Materials Testing Services
6. Public Meetings

7. Obtaining Construction Permits
8. Platting
9. Preparation of Easements
10. Right-of-way Acquisition
11. Bidding project more than once
12. Urban Forestry Services – Tree Preservation Plan
13. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

NORWOOD STREET DRAINAGE IMPROVEMENTS

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1. Design Phase Services (Lump Sum) $34,950
2. Bid Phase Services (Lump Sum) $4,380
3. Construction Administration Services (Lump Sum)..... $8,160

ADDITIONAL SERVICES

4. Surveying (Lump Sum)..... $11,300
5. Drainage Study..... $8,930

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc. $1,000

TOTAL, Basic & Additional Services incl. Reimbursables..... $68,720

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.

EXHIBIT C
PROJECT LOCATION

Engineer: Cobb, Fendley Associates, Inc.
Project: Deer Park - Norwood Drainage

ATTACHMENT D - Fee Schedule

Date: June 2, 2020

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN		TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	$290.00	$195.00	$220.00	$150.00	$125.00	$125.00	$105.00			
A. BASIC SERVICES										
1. DESIGN PHASE SERVICES:										
I. DATA COLLECTION AND FIELD RECONNAISSANCE										
a. Obtain and Request Existing As-builts, ROW Maps, Drainage Data, Etc.		1				6			7	$945.00
b. Conduct Field Reconnaissance and Collect Data, Take Pictures		4							4	$780.00
II. UTILITY COORDINATION										
a. Request Info from Public & Private Utilities and Pipelines		1		2	6				9	$1,245.00
b. Prepare and Update Utility Sheet(s)		1			8				9	$1,195.00
c. Obtain Utility Signatures					6				6	$750.00
d. Coordinate with Utilities (Public and Private) on Relocations		1			4				5	$695.00
III. ROADWAY AND DRAINAGE DESIGN										
a. Create Title Sheet		1				4			5	$695.00
b. Create Index Sheet, General Notes and Details		1		6		8			15	$2,095.00
c. Prepare Drainage Area Map		2		8		8			18	$2,590.00
d. Prepare Typical Sections Sheet(s)		1		2		4			7	$995.00
e. Prepare Removal (Demo) Sheets				1		6			7	$900.00
f. Prepare Plan and Profiles Sheets, incl. Paving and Drainage Replacement		2		4	14	24			44	$5,740.00
IV. STORMWATER POLLUTION PREVENTION PLAN (SW3P)										
a. Prepare SW3P Sheet(s) and Detail Sheet(s)				2		6			8	$1,050.00
V. TRAFFIC CONTROL PLAN (TCP)										
a. Prepare Traffic Control Plan Phase Sheet(s) with Typical Sections		2		4		12			18	$2,490.00
b. Prepare Detour Plan Sheet(s)		1				8			9	$1,195.00
VI. MISCELLANOUS										
a. Prepare 60% Milestone Submittal		2				6			8	$1,140.00
b. Prepare 90% Milestone Submittal		2				6			8	$1,140.00
c. Prepare Final Milestone Submittal		2				4			6	$890.00
d. QA / QC Reviews	2	6							8	$1,750.00
VII. PROJECT MANUAL, SPECIFICATIONS AND GENERAL NOTES										
a. Standard Front End Document Preparation		2					6		8	$1,020.00
b. Prepare Specifications, Special Specifications and Special Provisions		4		4	8		8		24	$3,220.00
VIII. PROJECT MANAGEMENT										
a. Project Invoicing		2					4		6	$810.00
b. Progress Meetings (60% and 90%)		6		3					9	$1,620.00
HOURS SUB-TOTALS	2	44	0	36	46	102	18		248	
TOTAL LABOR COSTS	$580.00	$8,580.00	$0.00	$5,400.00	$5,750.00	$12,750.00	$1,890.00		**$34,950.00**	
% DISTRIBUTION OF STAFFING	0.8%	17.7%	0.0%	14.5%	18.5%	41.1%	7.3%			

ATTACHMENT D - Fee Schedule

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN		TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	$290.00	$195.00	$220.00	$150.00	$125.00	$125.00	$105.00			
2. BID PHASE										
a. Conduct Pre-Bid and Bid Opening		6		2					8	$1,470.00
b. Respond to Bidder Questions and Prepare Addenda(s)		2		4			2		8	$1,200.00
c. Review Bids and Prepare Bid Tabulation		1					4		5	$615.00
d. Prepare Recommendation of Award Letter		2		4			1		7	$1,095.00
HOURS SUB-TOTALS	0	11	0	10	0	0	7		28	
TOTAL LABOR COSTS	$0.00	$2,145.00	$0.00	$1,500.00	$0.00	$0.00	$735.00		**$4,380.00**	
% DISTRIBUTION OF STAFFING	0.0%	39.3%	0.0%	35.7%	0.0%	0.0%	25.0%			
3. CONSTRUCTION ADMINISTRATION										
a. Attend Preconstruction Meeting		4							4	$780.00
b. Attend Field Meetings and Periodic Site Visits				4					4	$600.00
c. Calculate Quantites and Assist in Preparing Change Orders		1		4					5	$795.00
d. Review and Approve Submittals and Shop Drawings		1		6					7	$1,095.00
e. Respond to Request for Information (RFI's)		3							3	$585.00
f. Attend Substantial Completion Inspection and prepare Punchlist		4					2		6	$990.00
g. Attend Final Completion Inspection		4					2		6	$990.00
h. Prepare Pay Applications for Approval		6					2		8	$1,380.00
i. Prepare Record Drawings		1			6				7	$945.00
HOURS SUB-TOTALS	0	24	0	14	6	0	6		50	
TOTAL LABOR COSTS	$0.00	$4,680.00	$0.00	$2,100.00	$750.00	$0.00	$630.00		**$8,160.00**	
% DISTRIBUTION OF STAFFING	0.0%	48.0%	0.0%	28.0%	12.0%	0.0%	12.0%			

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN		TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	$290.00	$195.00	$220.00	$150.00	$125.00	$125.00	$105.00			
B. ADDITIONAL SERVICES										
4. SURVEY SERVICES	**SEE ATTACHED PROPOSAL**								**$11,300.00**	
5. DRAINAGE ANALYSIS SERVICES										
TASK DESCRIPTION	PRINCIPAL	SR PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN		TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	$290.00	$235.00	$220.00	$150.00	$125.00	$125.00	$105.00			
a. Update drainage models, determine impacts, provide mitigated solutions and prepare letter memo report	2	10		40					52	$8,930.00
HOURS SUB-TOTALS	2	10	0	40					52	
TOTAL LABOR COSTS	$580.00	$2,350.00	$0.00	$6,000.00					**$8,930.00**	
% DISTRIBUTION OF STAFFING	3.8%	19.2%	0.0%	76.9%						
6. TDLR SIDEWALK REVIEW SERVICES	**NOT NEEDED FOR PED ELEMENTS TOTALLING LESS THAN $50,000**								**$0.00**	

SUMMARY	
A. BASIC SERVICES	
1. DESIGN PHASE SERVICES	$34,950.00
2. BID PHASE	$4,380.00
3. CONSTRUCTION ADMINISTRATION	$8,160.00
B. ADDITONAL SERVICES	
4. SURVEY SERVICES	$11,300.00
5. DRAINAGE ANALYSIS SERVICES	$8,930.00
6. TDLR REVIEW SERVICES	$0.00
REIMBURSABLE EXPENSE	$1,000.00
GRAND TOTAL	**$68,720.00**

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK - NORWOOD STREET DRAINAGE IMPROVEMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
BASE BID - NORWOOD STREET DRAINAGE IMPROVEMENTS					
GENERAL BID ITEMS					
1	Mobilization (5% Max of Base Bid)	LS	1	$15,000.00	$15,000.00
2	Traffic Control and Flagmen	LS	1	$10,000.00	$10,000.00
3	SWPPP Inspection and Maintenance, in Accordance to EPA and TCEQ Regulations and as Defined by the TPDES General Permit	Month(s)	3	$500.00	$1,500.00
4	Reinforced Filter Fabric Fence	LF	100	$2.00	$200.00
5	Inlet Protection Barrier	EA	4	$250.00	$1,000.00
6	Block Sodding	SY	250	$6.00	$1,500.00
7	Thermoplastic Pavement Markings, 12-inch White, Solid (Pedestrian Crossing at Lambuth & Jefferson)	LF	112	$4.00	$448.00
8	Thermoplastic Pavement Markings, 24-inch White, Solid, (Stop Bars at Lambuth and Jefferson, Speed Bumps)	LF	28	$6.00	$168.00
9	Remove Old Concrete, Pavement (w/ or w/o Curb, All Thicknesses)	SY	286	$10.00	$2,860.00
10	Remove Old Concrete, Driveways and Sidewalks (All Thicknesses)	SY	207	$10.00	$2,070.00
				GENERAL BID ITEMS SUBTOTAL	**$34,746.00**
WATER BID ITEMS					
11	Water Line Offset	LS	1	$7,500.00	$7,500.00
12	1-Inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Short Side	EA	3	$750.00	$2,250.00
				WATER BID ITEMS SUBTOTAL	**$9,750.00**

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK - NORWOOD STREET DRAINAGE IMPROVEMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
PAVING BID ITEMS					
13	Concrete Driveways, 6-inch Thick and Including Excavation	SY	76	$80.00	$6,080.00
14	Concrete Sidewalks, 4-inch Think	SY	131	$55.00	$7,205.00
15	Curb Ramps	EA	3	$1,500.00	$4,500.00
16	6-inch Thick Reinforced Concrete Pavement	SY	286	$60.00	$17,160.00
17	6-Inch Lime Stabilized Subgrade	SY	300	$6.00	$1,800.00
18	Hydrated Lime (6% estimated)	TON	6	$240.00	$1,440.00
19	6-inch Concrete Curb	LF	170	$5.00	$850.00
				PAVING BID ITEMS SUBTOTAL	**$39,035.00**
STORM SEWER BID ITEMS					
20	Remove and Dispose of Storm Sewer Manhole	EA	5	$600.00	$3,000.00
21	Remove and Dispose of Storm Sewer Inlets, All Types and Depths	EA	2	$500.00	$1,000.00
22	Remove and Dispose of Existing 18" RCP	LF	28	$15.00	$420.00
23	Remove and Dispose of Existing 24" RCP	LF	125	$20.00	$2,500.00
24	Remove and Dispose of Existing 42" RCP	LF	290	$25.00	$7,250.00
25	Type C Manhole	EA	1	$3,500.00	$3,500.00
26	Junction Box	EA	4	$7,500.00	$30,000.00
27	Type C-1 Inlet	EA	2	$3,500.00	$7,000.00
28	27"x27" Catch Basin	EA	2	$2,500.00	$5,000.00
29	24-inch Reinforced Concrete Pipe	LF	48	$120.00	$5,760.00
30	36-inch Reinforced Concrete Pipe	LF	125	$180.00	$22,500.00
31	54-inch Reinforced Concrete Pipe	LF	290	$320.00	$92,800.00
32	Trench Safety System (5 to 10 foot Depth)	LF	415	$5.00	$2,075.00
				STORM SEWER BID ITEMS SUBTOTAL	**$182,805.00**

TOTAL BASE UNIT PRICE	**$266,336.00**
15% CONTINGENCY	**$39,950.40**
TOTAL ESTIMATE PROJECT COST	**$306,286.40**

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK - NORWOOD STREET DRAINAGE IMPROVEMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
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GENERAL BID ITEMS					
1	Mobilization (5% Max of Base Bid)	LS	1	$15,000.00	$15,000.00
2	Traffic Control and Flagmen	LS	1	$10,000.00	$10,000.00
3	SWPPP Inspection and Maintenance, in Accordance to EPA and TCEQ Regulations and as Defined by the TPDES General Permit	Month(s)	3	$500.00	$1,500.00
4	Reinforced Filter Fabric Fence	LF	100	$2.00	$200.00
5	Inlet Protection Barrier	EA	4	$250.00	$1,000.00
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9	Remove Old Concrete, Pavement (w/ or w/o Curb, All Thicknesses)	SY	286	$10.00	$2,860.00
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12	1-Inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Short Side	EA	3	$750.00	$2,250.00
				WATER BID ITEMS SUBTOTAL	**$9,750.00**

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK - NORWOOD STREET DRAINAGE IMPROVEMENTS

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30	36-inch Reinforced Concrete Pipe	LF	125	$180.00	$22,500.00
31	54-inch Reinforced Concrete Pipe	LF	290	$320.00	$92,800.00
32	Trench Safety System (5 to 10 foot Depth)	LF	415	$5.00	$2,075.00
				STORM SEWER BID ITEMS SUBTOTAL	**$182,805.00**

TOTAL BASE UNIT PRICE	**$266,336.00**
15% CONTINGENCY	**$39,950.40**
TOTAL ESTIMATE PROJECT COST	**$306,286.40**

Anticipated Project Schedule

		2021							
Project	Task	Feb	Mar	Apr	May	Jun	July	Aug	Sept
Norwood Drainage Improvements	Survey, Design & Utility Signatures								
	Bidding & Award								
	Construction (Est. 3 Months)								