



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.

Ordinance #4214

Resolution #2021-01

CALL TO ORDER

The 1773rd meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS FROM AUDIENCE

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

AWARDING/REJECTING BIDS

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. Awarding bid to Fusion Golf, LTD for renovations of the golf course bunkers at the Battleground Golf Course. [BID 21-001](#)

Recommended Action: Recommendation is to award bid to Fusion Golf LTD for renovations of the golf course bunkers at the Battleground Golf Course.

Attachments: [Battleground Golf Course Bunker Renovation Project](#)
[Fusion Golf](#)

CONSENT CALENDAR

2. Approval of minutes of joint meeting on December 15, 2020. [MIN 21-011](#)

Recommended Action: Approval

Attachments: [CC CCPD Joint 121520](#)

3. Approval of minutes of workshop meeting on January 05, 2021. [MIN 21-012](#)

Recommended Action: Approval

Attachments: [CC MW 010521](#)

4. Approval of minutes of regular meeting on January 05, 2021. [MIN 21-010](#)

Recommended Action: Approval

Attachments: [CC MR 010521](#)

5. Acceptance and completion of the 2020 Waterline Rehabilitation Project. [ACT 20-039](#)

Recommended Action: Staff is recommending that council accept completion of the project.

Department: Public Works

Attachments: [Balancing Change Order for 2020 Waterline Rehab Project](#)

NEW BUSINESS

6. Consideration of and action on the request of Pasadena Taxi Company to operate a taxi cab business in Deer Park. [AUT 21-003](#)

Recommended Action: Approval of Pasadena Taxi Company application to operate a taxi cab business in Deer Park in 2021.

Department: City Secretary's Office

Attachments: [Pasadena Taxi Appl.](#)
[Pasadena Taxi Insurance](#)

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7. Consideration of and action on an agreement with SHI for Microsoft Enterprise Services Agreement (MESA) renewal.

[AGR 21-001](#)

Recommended Action: Approve renewal

Attachments: [SHI Quote-19884001 Final.pdf](#)

8. Consideration of and action on an ordinance amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (Second reading)

[ORD 21-007](#)

Recommended Action: Amend ordinance

Attachments: [NuStar City Deer Park Ltr 201216 \(003\)](#)

[NuStar](#)

[Nustar map](#)

[NuStar Logistics Pipeline 2](#)

9. Consideration of and action on an agreement with Cobb Fendley for Professional Engineering Services for Drainage Improvements for Deer Park Gardens - Norwood Street.

[AGR 21-002](#)

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

Department: Public Works

Attachments: [Professional Engineering Consultant Design Services Agreement - Deer Park G](#)

ADJOURN

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.

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 #: BID 21-001 **Version:** 1 **Name:**

Type: Bids **Status:** Agenda Ready

File created: 1/5/2021 **In control:** City Council

On agenda: 1/19/2021 **Final action:**

Title: Awarding bid to Fusion Golf, LTD for renovations of the golf course bunkers at the Battleground Golf Course.

Sponsors:

Indexes:

Code sections:

Attachments: [Battleground Golf Course Bunker Renovation Project](#)
[Fusion Golf](#)

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

Awarding bid to Fusion Golf, LTD for renovations of the golf course bunkers at the Battleground Golf Course.

Summary:

On December 30th, 2020 we received 5 bids for the golf course bunkers at the Battleground Golf Course. The City of Deer Park in partnership with Touchstone developed specifications for renovation work to existing sand bunkers at the Battleground Golf Course. Renovation work to these bunkers would include, but not limited to the following:

- Demolition of existing bunker and contents
- Grading and compacting of bunkers
- Installation of drainage pipe in bunkers
- Installation of bunker liner
- Installation of bunker material and sand
- Finish grading of bunkers and areas surrounding bunkers
- Installation of sod around bunkers
- Minor repairs and clean up related to construction

Funds were approved in the FY 20-21 budget to complete renovations for sand bunkers on 18 holes of the Battleground Golf Course. The budgeted amount was \$169,000 and the low bidder's bid was

Fiscal/Budgetary Impact:

| | |
|-----------|--|
| \$169,000 | Golf Course Fund - 49030 FY 20-21 Capital Outlay |
|-----------|--|

\$168,804.60 Bid Proposal from Fusion Golf LTD

| | | |
|----|--------|---|
| \$ | 195.40 | Remaining Funds for project in Golf Course Fund - 49030 |
|----|--------|---|

Recommendation is to award bid to Fusion Golf LTD for renovations of the golf course bunkers at the Battleground Golf Course.

BID – Bid Template
Bid Date 12.30.20

| Name Contractor/Bidder | Bid Bonds | Addendum | Total Bid |
|--|------------------|-----------------|---------------------|
| C.O. Verde Sports Construction LLC 4848 Lemmon Ave, #843, Dallas, Tx 75219 | yes | No | \$205,666.80 |
| Fleetwood Services, LLC 4311 Willow Street, Dallas, Tx 75226 | yes | Yes | \$198,478.00 |
| Casey Jones_ Fusion GOLF LTD 19901 Southwest Freeway, Sugarland, Tx 77479 | yes | No | \$168,804.60 |
| Jay-B & Group Services , LLC 5100 Westheimer Rd, Ste 200, Houston, Tx 77056 | yes | No | \$389,999.00 |
| Greenscapes Six, LLC 7020 FM 3180, Baytown, Tx 77523 | yes | Yes | \$204,107.71 |
| | | | |
| | | | |

FUSION GOLF LTD BID PROPOSAL FOR:
City of Deer Park Battleground Golf Course Bunker Repairs

ID# 3918-20

City of Deer Park, Texas
Office of the City Secretary, City Hall
710 E. San Augustine Street
Deer Park, Texas 77536

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Deer Park, Texas

FOR: GOLF COURSE BUNKER REPLACEMENT PROJECT

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidder, Specifications, and the Plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees that he will provide necessary labor, superintendence, machinery, tools and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner described therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or in behalf of any undisclosed persons or interest other than sole Bidder by submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firm to submit a farce or sham bid for obtaining advantage over any other bidder that is submitting a bid.

The City shall have the right to award any bid or part thereof which in the opinion of the City Council is most advantageous to the City.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in evaluating bids.

The following schedule of bid items shall be completed.

To: Honorable Mayor and City Council
City of Deer Park, Texas

For: GOLF COURSE BUNKER REPLACEMENT PROJECT

BID

| Bid Item No. | Quantity | Unit | Bid Item Description and Unit Price Written in Words | Amount Bid |
|-----------------|----------|----------|---|---------------|
| 1. | 1 | Lump Sum | General Conditions/Mobilization As per drawings and technical specifications thirteen thousand seven hundred dollars and zero cents | \$ 13,700.00 |
| 2. | 29,600 | SF | Demo existing bunker contents ten thousand one hundred thirty eight dollars and zero cents | \$ 10,138.00 |
| 3. | 29,600 | SF | Rough grade and compact bunker area sixteen thousand two hundred twenty two dollars and eighty cents | \$ 16,220.80 |

| Bid Item No. | Quantity | Unit | Bid Item Description and Unit Price Written in Words | Amount Bid |
|--------------|----------|------|--|--------------|
| 4. | 29,600 | SF | Finish, shape, and edge bunker area and surrounds sixteen thousand two hundred twenty two dollars and eighty cents | \$ 16,220.80 |
| 5. | 2072 | LF | 4' drain tile installation. Includes excavation, pipe, and gravel ten thousand one hundred eleven dollars and thirty six cents | \$ 10,111.36 |
| 6. | 29,600 | SF | Install ZLINE bunker liner (or approved equal) twenty six thousand three hundred fifty eight dollars and eighty cents | \$ 26,358.80 |
| 7. | 29,600 | SF | Install ZLINE (or approved equal) Hliner system straightline/flatline material thirty three thousand eight hundred eighty nine dollars and four cents | \$ 33,889.04 |
| 8. | 560 | TN | Transport and installation of 4" of bunker sand sixteen thousand one hundred eleven dollars and twenty cents | \$ 16,111.20 |

| Bid Item No. | Quantity | Unit | Bid Item Description and Unit Price Written in Words | Amount Bid |
|--------------|----------|------|---|--------------|
| 9. | 560 | TN | Bunker Sand (Houston Local) | |
| | | | nineteen thousand one hundred seventy four dollars and forty cents | \$ 19,174.40 |
| 10. | 8000 | SF | 419 Sod and installation (Block and mini rolls, per standard installation practice) | |
| | | | three thousand four hundred fifty five dollars and twenty cents | \$ 3,455.20 |
| 11. | 1 | LS | Repair and cleanup of damaged area during construction | |
| | | | three thousand four hundred twenty five dollars and zero cents | \$ 3,425.00 |

Bid Total 1 -11:

\$ 168,804.60
one hundred sixty eight thousand eight hundred and four dollars and sixty cents

The undersigned bidder agrees to commence work within ten (10) days after the date of written notice to commence work. The work will be substantially completed in sixty (60) calendar days subject to the extensions of time as are provided by the General Conditions of the Contract.


Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work contemplated in this Project is not completed within the time specified plus any extensions allowed in change orders granted pursuant to the General Conditions. Owner and Contractor recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work to be completed in the Project is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Fifty Dollars (\$150.00) per calendar day for each day that expires after the time specified herein for completion of the work.

Enclosed with this proposal is a cashier's or certified check for _____ (\$ _____) Dollars, or a bid bond in the sum of 100% of Bid Sum (\$ 16,880.48) Dollars, which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within thirty (30) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under the conditions hereof, within fifteen (15) days after the said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon demand.

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in triplicate as correct and final this 28th day of December, 2020.

Signed:



Officer

Company:

FUSION GOLF LTD

Address:

19901 Southwest Freeway
Sugarland, TX 77479

Phone:

281-570-2810

Fax:

281-845-7118

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Fusion Golf Ltd

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

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

NONE

Name of Officer

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

NONE

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

☐ Yes

☒ No

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

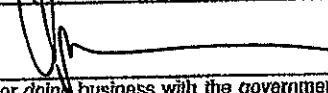
☐ Yes

☒ No

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

NONE

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

7 
Signature of vendor doing business with the governmental entity

12/28/2020

Date



PHILADELPHIA
INSURANCE COMPANIES

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Fusion Golf LTD

of 19901 Southwest Freeway, Sugarland, TX 77479

(hereinafter called the Principal), and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Deer Park

of 710 E. San Augustine St., Deer Park, TX 77536

(hereinafter called the Oblige) in the penal sum of

Ten Percent of the Total Amount Bid

Dollars \$ 10% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated December 30, 2020 for

Golf Course Bunker Replacement Project; City Job No. 3918-20

NOW, THEREFORE, if the Oblige shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Oblige in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Oblige against any loss the Oblige may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: December 8, 2020

Fusion Golf LTD
(Principal)

By: 

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: 

David F. Druml

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

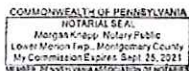
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of Dec, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On 12/8/2020 before me, Horace Alexander Nabers

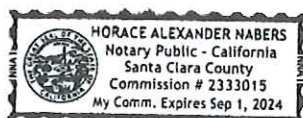
Date

Here Insert Name and Title of the Officer

personally appeared David F. Druml

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

STATEMENT OF BIDDERS'S QUALIFICATIONS

1. Name of Bidder: Fusion Golf LTD
2. Permanent main office address: 19901 Southwest Freeway, Sugarland, TX 77479
3. Point of Contact: Casey Jones, 702-845-6750
4. Federal I.D. number: 27-4875354
5. When organized : 2/2011
6. If a corporation, where incorporated: n/a
7. How many years you have been engaged in the contracting business: 30 years
8. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.):
 - a. Sweetwater CC – \$ 750,000 Completion scheduled 6/15/2021
 - b. The Bridges CC - \$75,000 Completion scheduled 3/30/2021
 - c. Duran CC - \$125,000 Completion scheduled 6/1/2021
9. General character of work performed by your company as a prime contractor: Specialty - Golf Course Construction
10. Have you ever failed to complete any work awarded to you? If so, where and why? No
11. Have you ever defaulted on a contract? If so, when, where, and why? No
12. List the more important project recently completed by your company, stating the approximate cost for each, and the month and year completed:
 - a. Southwyck GC- Pearland, TX completed 11/2020
 - b. Brookside CC- Canton Ohio \$75,000, completed 11/2019
 - c. Brierwood CC- Buffalo NY \$110,000 completed 12/2020
 - d. Ridgeview Ranch GC- Dallas, TX \$225,000 completed 9/30/2020
13. List your major equipment available for this contract:
 - a. CAT 305 Mini Excavator
 - b. CAT 304 Mini Excavator,
 - c. 2- CAT 259 Tracked skid steer,
 - d. 2- Kubota 5040 tractors,
 - e. Kubota kv75 tracked skid steer,
 - f. 2- New Holland TC45 tractor,
 - g. 4 - Pronovost dump trailers,
 - h. 4 Toro Workman.
14. List experience in construction work similar in importance to this Project:
 - a. 30 Years of industry experience spans from mass excavation to seeding and grow in. Have been involved in golf course construction since 1989, began contracting in 1997, have been involved and responsible for multimillion-dollar projects worldwide and several championship golf courses such as Oakmont Country Club and Pebble Beach.
15. Names and background with experience of the principal members of your organization, including the officers:

Casey Jones - International Operations Manager

 - a. Began in golf maintenance 1986-89
 - b. Began golf construction 1989 - 1997, equipment operator, shaper, finish work, project Supervisor
 - c. Formed Jones Shaping Enterprises 1997 – 2011. Began Contracting international and domestic projects.

STATEMENT OF BIDDERS'S QUALIFICATIONS

- d. 2011 formed Fusion Golf LTD and focused on USA based projects.
16. Credit available: \$350,000.00
17. Bank Reference: Brian Gerlash, Chase Bank, 19240 W Lake Houston Pkwy, Humble, TX 77346,
ph: 281-812-2146 fax: 281-274-9818
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
19. Experience in construction work of this type project: Prime Contractor, minimum three (3) years' experience required in this type of project:
Relevant Project Experience of this type through the past 5 years installing ZLINE Materials
- a. Sweetwater Country Club; 18 Hole Bunker Renovation- \$900,000
 - b. Seneca Golf Course 2017; Terry Baller: 9-hole renovation - \$920,000.00
 - c. Pecan Grove Country Club; 9-hole Renovation - \$1.6 Mil
 - d. Sonterra Country Club 2016; Bunker Renovation Project - \$750,000.00
 - e. Fairlawn CC 2015; Terry Baller; Practice facility and driving range - \$600,000.00
20. List all projects, and status, currently under contract with the Owner: None
21. List all projects performed for the Owner and year performed: None
22. List all subcontractors and suppliers that will work on this Project: Sunbelt Rentals, Ewing Irrigation, Zline Bunker Systems, King Ranch Turf Grass.
23. Describe proposed construction procedures, scheduling, equipment, personnel, hauling and disposal site of material for this Project
Construction Activity
- a. Mobilization
 - b. Bunker Demo, stockpiling of old bunker sand
 - c. Rough Shaping
 - d. Finish shaping/ edging and floor shaping, compaction
 - e. Drainage Installation
 - f. Bunker Liner Installation
 - g. Bunker Sand installation
 - h. Sod installation
 - i. Sign off and approval from architect and club.
 - j. Punch List; Self Performed
 - k. Demobilize.

Key Personnel

- Casey Jones – Manager; Project Management, Shaping, Finish work, operator
- Pedro Rubio – Project Manager
- Manuel Manriquez –Shaper, irrigation, drainage, finish work
- Humberto Leon – Forman, shaper, finish work, drainage
- Santana Torres – Bunker liner Crew Forman

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

STATEMENT OF BIDDERS'S QUALIFICATIONS

Dated this 27 th day of Decemeber, 2020.

Casey Jones

Name and Signature of Bidder

State of Texas

County of Montgomery

Casey Jones being duly sworn deposes and says that he is

International Operations Manager

of Fusion Golf LTD

(name of organization)

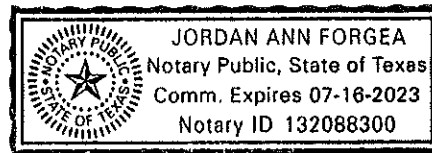
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 28 day of December, 2020.

Jordan Ann Forgea

Notary Public

My commission expires 07-16, 2023.





Legislation Details (With Text)

File #: MIN 21-011 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/14/2021 **In control:** City Council
On agenda: 1/19/2021 **Final action:**
Title: Approval of minutes of joint meeting on December 15, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [CC CCPD Joint 121520](#)

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

Approval of minutes of joint meeting on December 15, 2020.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK
710 EAST SAN AUGUSTINE STREET
DEER PARK, TEXAS 77536

Minutes

of

A JOINT MEETING OF THE DEER PARK CITY COUNCIL AND THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT BOARD OF DIRECTORS HELD AT CITY HALL COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS, ON DECEMBER 15, 2020 BEGINNING AT 5:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

CITY OFFICIALS PRESENT:

| | |
|-----------------|--------------|
| JERRY MOUTON | MAYOR |
| SHERRY GARRISON | COUNCILWOMAN |
| TJ HAIGHT | COUNCILMAN |
| TOMMY GINN | COUNCILMAN |
| BILL PATTERSON | COUNCILMAN |
| RAE A. SINOR | COUNCILWOMAN |

CRIME CONTROL AND PREVENTION DISTRICT PRESENT:

| | |
|-----------------|----------------|
| GEORGE PINDER | PRESIDENT |
| DIANNA TAYLOR | VICE PRESIDENT |
| SMOKEY MATHER | MEMBER |
| DONALD ZUCKERO | MEMBER |
| WENDELL STANLEY | MEMBER |
| FLOYD HARVEY | MEMBER |
| BOB HOTTEN | MEMBER |
| DONNA TODD | TREASURER |

OTHER CITY OFFICIALS PRESENT:

| | |
|-----------------|------------------------|
| JAY STOKES | CITY MANAGER |
| GARY JACKSON | ASSISTANT CITY MANAGER |
| SHANNON BENNETT | CITY SECRETARY |

1. CALLED TO ORDER – Mayor Mouton called the joint meeting to order on behalf of the City Council and President George Pinder called the meeting to order on behalf of the Deer Park Crime Control and Prevention District Board of Directors at 5:15 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. DISCUSSION AND ACCEPTANCE OF PRESENTATION OF PRELIMINARY ARCHITECTURE DESIGNS AND COST ANALYSIS BY PGAL FOR A NEW EMERGENCY OPERATIONS CENTER (EOC) AT THE DEER PARK POLICE DEPARTMENT STATION – City Engineer Adam Ballesteros introduced PGAL Architect Paul Bonnette who gave a

presentation of the overview and results of the assessment for updating the existing Police Station. This presentation included descriptions of the overall conceptual design, Emergency Operations Center (EOC) expansion, existing Police Station renovation, existing entry perspective and the conceptual budget estimate. The estimated total cost for the project is \$4,589,105.00. (Exhibit A1- A7)

Councilman Patterson asked, "Why are the Dispatch consoles half the cost of the Motorola consoles? Is it because of the number of consoles?"

Mr. Bonnette responded, "Yes. That is for six (6) new consoles and a heavy duty chair as well."

Police Chief Grigg responded, "The current Motorola radios need to be replaced. We are having to upgrade them at this point."

Councilwoman Garrison commented, "What did you say the soft cost was?"

Mr. Bonnette responded, "Design fees, surveys, testing during construction of concrete and other materials. That is what the soft cost is going to cover."

Mr. Bonnette continued the presentation with detailing other costs that include day to day upkeep and replacement of equipment in the existing facility, jail automated access system, proposed design and the construction schedule. Mr. Bonnette concluded his presentation by advising Council that there should be some very competitive bids for this project and that construction is anticipated to last about 10 months.

Councilwoman Garrison asked, "Who is going to pay for this?"

Assistant City Manager Gary Jackson responded, "The Crime Control Prevention District budget does have the funds for the construction of the facility and the design cost. The Police Department has been planning for some time for a project like this. This project will span two fiscal years, it is programmed to be finished in the summer of 2022. Once we actually get bids in, we can amend the budget to use the greater portion of the fund balance in this fiscal year or budget for next fiscal year where many of those expenses will hit. There is enough fund balance in Crime Control Prevention budget to do the project."

Councilwoman Garrison asked, "What is the number that has been allotted?"

Mr. Jackson responded, "Right now, there is 3.5 million dollars that was budgeted for actual construction and another quarter of a million dollars for the design costs."

President George Pinder asked, "Are they going to raise the floor in the dispatch area?"

Mr. Bonnette responded, "Yes."

Councilwoman Sinor asked, "What is the square footage that the dispatch is in right now?"

Police Chief Grigg responded, "340 square feet, less than what I thought."

Mayor Mouton commented, "I hope it goes without saying that from my perspective as Mayor, and I know everyone on Council and on the Crime Control District Board support the men and women in blue in Deer Park and we appreciate what you all do. I hope that it is not taken for granted in the day and age that we are living in. We appreciate all that you do and I hope you convey that to the Staff in the department. Thank you for keeping our community safe and what it is, that we all value."

4. ADJOURN – Mayor Mouton adjourned the meeting on behalf of the City Council and President Pinder adjourned the meeting on behalf of the CCPD at 5:43 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor

George Pinder, President
Crime Control and Prevention District



Legislation Details (With Text)

File #: MIN 21-012 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/14/2021 **In control:** City Council
On agenda: 1/19/2021 **Final action:**
Title: Approval of minutes of workshop meeting on January 05, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_010521](#)

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

Approval of minutes of workshop meeting on January 05, 2021.

Summary:

Fiscal/Budgetary Impact:

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 JANUARY 05, 2021 BEGINNING AT 7:00 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
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 7:00 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. PRESENTATION ON THE PROPOSED SHADE CANOPY FOR THE COURTS AND THEATRE BUILDING – Parks and Recreation Director Charlie Sandberg advised Council of the damage to the columns in front of the Theater/Courts building. After the damage was investigated, the conclusion was to remove the columns, which has been completed. Two projects remain, to install a canopy and to address a drainage issue. Before the drainage issue can be assessed, the setting of the canopy will need to be determined. If the canopy is to be set on piers in the ground, that may prohibit some of the flow of the drainage. The budget for the canopy project is set at \$125,000. Mr. Sandberg introduced USAShade Senior Regional Manager Jared Angelica who gave a presentation on different designs of a canopy and advised Council of the favorable design that is located at the Smart Financial Center in Sugar Land. This canopy is made of a pre-galvanized steel frame, columns, powder coat finish and the nova shield solid fabric with anti-fade properties. This includes a 10 year warranty against fading. Mr. Angelica advised Council that using fabric versus steel will cost 20% - 30% less. A rendering of the canopy was presented to Council.

Councilwoman Garrison asked, "What is the measurement from post to post to the building?"

Mr. Angelica responded, "It extends out 30 feet from the post next to the building and 28 feet wide."

Councilwoman Garrison commented, "With all due respect, I do not like this at all. I am just going to be honest and say, I don't think this goes with the building. I think it takes away from the structure of the building. I am not sure if there is something that can be done to correct that."

Mr. Angelica asked, "What is your biggest concern? Is it the fabric?"

Councilman Martin asked, "When I first saw this, my initial thought was similar. Looks sports covers, like what we have over the stands. I will be honest with you, when you showed the picture of the Smart Financial Center in Sugar Land, it looks much better than what I was anticipating. I do see Councilwoman Garrison's concern though. Is there any type of façade that can be put over the metal part to blend it in more?"

Mr. Angelica responded, "Absolutely. You could go around and clad the columns. You could also do something to match that stone in the front."

Councilwoman Sinor commented, "I think I would really like to see this in person."

Councilman Martin asked, "Is there a way we can get a cad drawing where we can see different angles, which may help. I do like the idea of us going to Sugar Land."

Mr. Angelica responded, "I do have engineering drawings for that building that I can provide you all. I also have a conception plan. I agree with going to Sugar Land to see it in person."

City Manager James Stokes asked, "Is 30 feet too much?"

Councilwoman Garrison responded, "This is very modern and contemporary. The Theater/Courts building is not."

Councilwoman Sinor commented, "This is a beautiful product. We just don't want it to look like a sore thumb."

Mr. Stokes asked, "Can you do renderings of 30 feet and 20 feet?"

Mr. Angelica responded, "Yes, we sure can."

Councilwoman Garrison asked, "How is the drainage going to be resolved?"

Assistant Public Works Director Brent Costlow commented, "It is not necessarily that the piers are the issue, we have to know how that water drains off the canopy. We need to know

the size of the canopy and if the arch is going to need gutters to catch the water to drain down into a pipe system or if we are just going to let it run off. That is why we would need to know the style of canopy for the architectural part. Until you know architecturally what design the canopy is, it's not a question as to how we are going to drain the water, it's more of how are we going to collect the water. That's why we wanted to get an idea of the canopy, so that we can figure out how to drain it. That also affects how it looks."

Councilwoman Garrison asked, "How did the water drain originally?"

Mr. Costlow responded, "It didn't drain correctly. That's the problem."

Councilwoman Garrison asked, "What would happen if you didn't put anything there?"

Mr. Costlow responded, "We would have to totally slip everything away from the building, so we would have to take out all of the sidewalk and build up around it a little bit to bring everything away from the building."

Councilwoman Garrison commented, "If you did all that, you wouldn't have to put a canopy in front of the building."

Mr. Costlow responded, "That is correct, but you would not have any protection for anyone walking in or out the front door."

Councilwoman Garrison commented, "Right now, I wish we could just fix the drainage and leave the building as is. Unless, you can show me something that would really go with the building."

Mr. Sandberg commented, "The reason we wanted to put a canopy there is for when we do the Christmas program and because we wanted to start doing plays outside. The canopy was to assist with programming purposes as well."

Councilwoman Garrison asked, "Why can't you just do something temporary like a tent?" "I just hate to take away from the building. If we don't need a canopy and you can fix the drainage, then why can't we leave the building as is?"

4. DISCUSSION OF ISSUES RELATING TO AMENDING ORDINANCE NO. 3648 GRANTING A PIPELINE FRANCHISE TO NUSTAR LOGISTICS FOR A TWELVE INCH (12") PROPANE PIPELINE (FIRST READING) – City Manager James Stokes advised Council of a pipeline franchise agreement with NuStar Logistics that was granted previously in 2014. The company is now wanting to flow a different product through the pipe. This amendment would require three readings of the ordinance.

City Attorney Jim Fox commented, "The new franchise fee is now \$2,500."

5. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:23 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 21-010 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/14/2021 **In control:** City Council
On agenda: 1/19/2021 **Final action:**
Title: Approval of minutes of regular meeting on January 05, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_010521](#)

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

Approval of minutes of regular meeting on January 05, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CC 81-89

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1772nd REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 05, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
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 Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Martin 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. PUBLIC HEARING ON AN ORDINANCE REAFFIRMING AND AMENDING THE REINVESTMENT AND TAX ABATEMENT GUIDELINES AND CRITERIA PASSED BY ORDINANCE 4030 – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton called for those persons desiring to speak in favor of the request. No one spoke.

Mayor Mouton called for those persons desiring to speak against the request. No one spoke.

Mayor Mouton closed the Public Hearing.

6. 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 December 15, 2020.
 - b. Approval of minutes of regular meeting on December 15, 2020.
 - c. Acceptance of completion for the purchase and installation of electronic marquee signs for the Jimmy Burke Center and Deer Park Soccer Complex by Daktronics, Inc.

Motion carried 6 to 0.

7. CONSIDERATION OF AND ACTION ON THE AUTHORIZATION TO PURCHASE FROM SKE, INC. THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM TO PERFORM THE 2021 ANNUAL CONCRETE MAINTENANCE PROGRAM – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to approve the authorization to purchase from SKE, Inc. through the Buy Board Cooperation Purchasing Program to perform the 2021 Annual Concrete Maintenance Program. Motion carried 6 to 0.
8. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE PUBLIC HEARING AND AN ORDINANCE REAFFIRMING AND AMENDING THE REINVESTMENT AND TAX ABATEMENT GUIDELINES AND CRITERIA PASSED BY ORDINANCE 4030 – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Haight to adopt on first reading Ordinance No. 4212, captioned as follows:

REAFFIRMING AND AMENDING THE REINVESTMENT ZONES
AND TAX ABATEMENT PROGRAM PASSED BY ORDINANCE 4030
OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

Motion carried 6 to 0.

9. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 CAPITAL IMPROVEMENTS FUND BUDGET FOR THE PURCHASE OF REAL PROPERTY – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt on first reading Ordinance No. 4213, captioned as follows:

AN ORDINANCE AMENDING THE 2020-2021 BUDGET FOR THE
CITY OF DEER PARK, TEXAS AND APPROPRIATING THE SUMS
SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN
NAMED.

Motion carried 6 to 0.

10. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING ORDINANCE NO. 3648 GRANTING A PIPELINE FRANCHISE TO NUSTAR LOGISTICS FOR A TWELVE-INCH (12") PROPANE PIPELINE. (FIRST READING) – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt on first reading an ordinance, captioned as follows:

AN ORDINANCE GRANTING NUSTAR LOGISTICS, IT'S SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND USE A PIPELINE IN, UNDER AND ACROSS STREETS, AVENUES, PARKWAYS AND BOULEVARDS IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS FOR THE PURPOSE OF TRANSPORTING REFINED PETROLEUM PRODUCTS; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

Motion carried 6 to 0.

11. ADJOURN – Mayor Mouton adjourned the meeting at 7:42 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: ACT 20-039 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 11/17/2020 **In control:** City Council
On agenda: 1/19/2021 **Final action:**
Title: Acceptance and completion of the 2020 Waterline Rehabilitation Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Balancing Change Order for 2020 Waterline Rehab Project](#)

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

Acceptance and completion of the 2020 Waterline Rehabilitation Project.

Summary:

Council approved this project at the March 3, 2020 meeting. The project consisted of pipe bursting 5,600 Linear Feet of various water lines across town ranging from 6" to 12" in diameter. These waterlines were in a degraded condition and either needed to be rehabilitated due to severe leaks or needed to be upsized for better pressure for the area they serve. This project was part of our ongoing mission to rehabilitate the City's water system to reduce water loss, maintain optimal water pressure, and superb water quality.

The services of SKE Construction LLC through the Buy Board totaling \$672,883.79. Due to unforeseen conflicts at the intersections of Luella/Pasadena Blvd. and Luella/13th St. there was overages on the project for additional 12" pipe, fittings, and concrete paving. The total for the overages is shown in a balancing change order in the amount of \$77,169.25. The project's total cost is \$750,053.04. The project has been completed and is ready for Council acceptance.

Fiscal/Budgetary Impact:

This project was funded out of the Series 2018 Water / Sewer Certificates of Obligation
Staff is recommending that council accept completion of the project.

CITY OF DEER PARK

Balancing Change Order

2020 Waterline Rehabilitation Project 12/18/2020

Brief Description of Changes:

This balancing change order is to balance the project showing overages and underages for the project. The project has overages due to unforeseen conflicts at the intersections of Luella/Pasadena and Luella/13th. Additional 12" pipe, fittings, concrete repair, and sodding was needed to complete the work.

Add or Delete Items:

| Item | Description | Unit | Quantity | Final Quantity | Unit Price | Original Total | Final Total | Over/Under |
|-------|---------------------------------------|------|----------|----------------|-------------|----------------|---------------|-----------------|
| 1 | 6" HDPE Pipebursting waterline | LF | 300 | 260 | \$ 63.00 | 18,900.00 | \$ 16,380.00 | \$ (2,520.00) |
| 2 | 8" HDPE Pipebursting waterline | LF | 1800 | 200 | \$ 72.00 | 129,600.00 | \$ 14,400.00 | \$ (115,200.00) |
| 3 | 12" HDPE Pipebursting waterline | LF | 3550 | 3882 | \$ 94.00 | 333,700.00 | \$ 364,908.00 | \$ 31,208.00 |
| 4 | 8"-12" Flowstop | EA | 1 | 1 | \$ 6,500.00 | 6,500.00 | \$ 6,500.00 | \$ - |
| 5 | 3/4"-2" Service tap on 4"-8" pipe | EA | 24 | 5 | \$ 500.00 | 12,000.00 | \$ 2,500.00 | \$ (9,500.00) |
| 6 | 3/4"-2" Service tap on 10"-12" pipe | EA | 24 | 13 | \$ 600.00 | 14,400.00 | \$ 7,800.00 | \$ (6,600.00) |
| 7 | Service reconnect - short side | EA | 24 | 12 | \$ 350.00 | 8,400.00 | \$ 4,200.00 | \$ (4,200.00) |
| 8 | Service reconnect - long side | EA | 24 | 7 | \$ 500.00 | 12,000.00 | \$ 3,500.00 | \$ (8,500.00) |
| 9 | Install 2"-8" tee | EA | 8 | 0 | \$ 1,900.00 | 15,200.00 | \$ - | \$ (15,200.00) |
| 10 | Install 10"-12" tee | EA | 8 | 17 | \$ 2,600.00 | 20,800.00 | \$ 44,200.00 | \$ 23,400.00 |
| 11 | Cement stabilized sand 2.0 sack | TON | 50 | 15.75 | \$ 35.00 | 1,750.00 | \$ 551.25 | \$ (1,198.75) |
| 12 | Install 2"-8" wet connections | EA | 20 | 35 | \$ 1,000.00 | 20,000.00 | \$ 35,000.00 | \$ 15,000.00 |
| 13 | Install 10"-12" wet connections | EA | 10 | 37 | \$ 1,800.00 | 18,000.00 | \$ 66,600.00 | \$ 48,600.00 |
| 14 | Install 2"-8" gate valve and box | EA | 2 | 16 | \$ 2,200.00 | 4,400.00 | \$ 35,200.00 | \$ 30,800.00 |
| 15 | Install 10"-12" gate valve and box | EA | 2 | 12 | \$ 3,000.00 | 6,000.00 | \$ 36,000.00 | \$ 30,000.00 |
| 16 | Install 2"-8" tapping sleeve | EA | 4 | 2 | \$ 3,250.00 | 13,000.00 | \$ 6,500.00 | \$ (6,500.00) |
| 17 | Install 10"-12" tapping sleeve | EA | 1 | 1 | \$ 4,053.79 | 4,053.79 | \$ 4,053.79 | \$ - |
| 18 | Remove and replace 5" concrete paving | SY | 40 | 801.6 | \$ 100.00 | 4,000.00 | \$ 80,160.00 | \$ 76,160.00 |
| 19 | Remove and replace 2" HMA, Type D | SY | 16 | 0 | \$ 105.00 | 1,680.00 | \$ - | \$ (1,680.00) |
| 20 | Sodding | SY | 500 | 1200 | \$ 5.00 | 2,500.00 | \$ 6,000.00 | \$ 3,500.00 |
| 21 | Install new fire hydrant | EA | 5 | 3 | \$ 5,200.00 | 26,000.00 | \$ 15,600.00 | \$ (10,400.00) |
| Total | | | | | | 672,883.79 | \$ 750,053.04 | \$ 77,169.25 |

Contract Summary:

| | | | |
|--|--|--|---------------|
| Original Contract Price | | | \$ 672,883.79 |
| Previous Change Orders | | | \$ - |
| This Change Order | | | \$ 77,169.25 |
| Revised Contract Price | | | \$ 750,053.04 |
| Original Contract Duration - Calendar Days | | | 120 |
| Previous Time Extensions | | | |
| This Change Order | | | |
| Revised Contract Duration - Calendar Days | | | 120 |

Shelly A Berhart 12/28/2020
Contractor Date

Director of Public Works Date

City Manager Date



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | AUT 21-003 | Version: | 1 | Name: | |
| Type: | Authorization | Status: | | Agenda Ready | |
| File created: | 1/14/2021 | In control: | | City Council | |
| On agenda: | 1/19/2021 | Final action: | | | |
| Title: | Consideration of and action on the request of Pasadena Taxi Company to operate a taxi cab business in Deer Park. | | | | |
| Sponsors: | City Secretary's Office | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Pasadena Taxi Appl. Pasadena Taxi Insurance | | | | |

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

Consideration of and action on the request of Pasadena Taxi Company to operate a taxi cab business in Deer Park.

Summary:

Per Ordinance, a taxi cab business must make application to operate a taxi cab business in Deer Park which has to be approved by City Council.

Max Zorbas of Pasadena Taxi Company Inc. has made application to operate a taxi cab business in Deer Park in 2021. Mr. Zorbas has met all requirements of the application process.

Fiscal/Budgetary Impact:

There is no budgetary impact with this action.

Approval of Pasadena Taxi Company application to operate a taxi cab business in Deer Park in 2021.

CITY OF DEER PARK
APPLICATION FOR TAXICAB BUSINESS OPERATING LICENSE
 Owner must fill in all applicable blanks. Please print or type all information.

Company Name Pasadena Taxi Co. Inc. Phone (713) 477-6000

Physical Address 311 W. Shaw Ave. City Pasadena State TX Zip 77506

Mailing Address 1406 Hays Street City Houston State TX Zip 77009

If partnership, give name and addresses of all partners. If Corporation, give name and address of President and Secretary. (Print or type information)

Name _____
 Address _____
 City _____ State _____ Zip _____

Name _____
 Address _____
 City _____ State _____ Zip _____

President Maxwell Zorbas
 Address 311 W. Shaw Ave.
 City Pasadena State TX Zip 77506


Secretary Ericka Youngblood
 Address 1406 Hays Street
 City Houston State TX Zip 77009

Insurance Carrier Name Self Insurance Certificate #103 Phone (713) 428-5722
 Address 1406 Hays Street, Houston, TX 77009

Signed this 21 day of December, 2020.

ATTEST:



DocuSigned by:

 B74B9F78E43644A...

Secretary

Applicant or Authorized Agent Signature

This is to certify that the City Council of the City of Deer Park, Texas has granted the above referenced applicant a license to operate a taxi cab business for the year _____, and that applicant has deposited with the City Secretary: copies of liability insurance as required by the Code.

Witness our hands at Deer Park, this _____ day of _____, 2____.

ATTEST:

 City Secretary

 Mayor, City of Deer Park

List of all vehicles which will be used under this license on the reverse side of form or attach a list.

[illegible]

| Vehicle ID | Vehicle Pla | VIN | Vehicle Ma | Vehicle Mo | Vehicle Year |
|------------|-------------|----------|------------|------------|--------------|
| P00032 | LWG4772 | 2C4RDGBG | DODGE WC | CARAVAN | 2013 |
| P00018 | LMX1318 | 5TDKK3DC | TOYOTA | SIENNA | 2013 |
| P00035 | FJJ1085 | 2C4RDGCG | DODGE | CARAVAN | 2014 |

PASADENA TAXI CO INC.

WWW.COMPUCHECKS.COM 888.358.5581

01/05/2021

CITY OF DEER PARK

1027

| Date | Type | Reference | Original Amount | Balance Due | Payment |
|------------|------|--------------|-----------------|-------------|---------|
| 12/21/2020 | Bill | CKRQ12212020 | 150.00 | 150.00 | 150.00 |
| | | Check Amount | | | 150.00 |

Depository Acct Texa

150.00

CITY OF DEER PARK
281-478-7221

REC#: 01582696 1/14/2021 9:51 AM
OPER: CS TERM: 002
REF#: 1027
PAID BY:

TRAN: 216.0000 MISCELLANEOUS SERV
TAXI LICENSE
MISCELLANEOUS REVE 150.00CR

TENDERED: 150.00 CHECK
APPLIED: 150.00-

CHANGE: 0.00



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
RANDALL B. PRINCE
JEFF WILLIAMS
DEPUTY DIRECTORS

5805 N. LAMAR BLVD. • BOX 4087 • AUSTIN, TEXAS 78773
www.dps.texas.gov

DRIVER LICENSE DIVISION
512-424-2600
EN ESPANOL 512-424-7181



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

October 13, 2020

**PASADENA TAXICAB CO. INC
311 W SHAW AVE
PASADENA TX 77506**

RE: Self-Insurance Certificate # 103

To Whom It May Concern:

This letter is to certify that the above entity has been approved as a self-insurer under the Texas Motor Vehicle Safety Responsibility Act and assigned Self-Insurance # 129.

This certificate should be presented for the following: vehicle registration, vehicle inspection, motor vehicle crash or requested by a peace officer. When a crash report is completed, this certificate number should be notated in place of liability insurance information.

This approval is effective **10/13/2020** and will remain valid for three years unless cancelled by the Department. On **10/13/2023** this certificate will expire and become void.

Manager
Enforcement and Compliance Service



IT IS THE POSITION OF THE DEPARTMENT OF PUBLIC SAFETY THAT THIS CERTIFICATE OF SELF-INSURANCE EXEMPTS FROM THE AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS OF CHAPTER 601.051(1) AND 601.053, ONLY THOSE VEHICLES REGISTERED IN THE NAME OF THE ENTITY TO WHOM THE CERTIFICATE IS ISSUED.



Legislation Details (With Text)

File #: AGR 21-001 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 12/30/2020 **In control:** City Council

On agenda: 1/19/2021 **Final action:**

Title: Consideration of and action on an agreement with SHI for Microsoft Enterprise Services Agreement (MESA) renewal.

Sponsors:

Indexes:

Code sections:

Attachments: [SHI Quote-19884001 Final.pdf](#)

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

Consideration of and action on an agreement with SHI for Microsoft Enterprise Services Agreement (MESA) renewal.

Summary:

The MESA provides continuous license compliance to install and use Microsoft desktop, server, and server management tools, software systems and applications. The total amount is for \$67,895.41.

Fiscal/Budgetary Impact:

The agreement is included in the FY 20-21 budget under Information Technology Services.

Approve renewal

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=9058144&GUID=773E8E28-429F-4B8A-AFFA-110525CCFA79> is a secure document that has been embedded in this document. Double click the pushpin to view.





Legislation Details (With Text)

File #: ORD 21-007 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 1/8/2021 **In control:** City Council

On agenda: 1/19/2021 **Final action:**

Title: Consideration of and action on an ordinance amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (Second reading)

Sponsors:

Indexes:

Code sections:

Attachments: [NuStar City Deer Park Ltr 201216 \(003\)](#)
[NuStar](#)
[Nustar map](#)
[NuStar Logistics Pipeline 2](#)

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

Consideration of and action on an ordinance amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (Second reading)

Summary:

In 2014, NuStar Logistics was granted approval to build a 12" propane pipeline. NuStar would like to modify the contents of the pipeline to refined petroleum products (See Attachment). The request to modify the pipeline has been reviewed by Engineering Coordinator Fred Beck who has reviewed the contents with the Fire Marshal.

The process for granting a pipeline franchise requires the reading of the proposed ordinance at three meetings with the final reading being no less than forty-two (42) days after the first reading. The ordinance will be read on the January 5th, January 19th with adoption on February 16th.

Fiscal/Budgetary Impact:

None

Amend ordinance



December 16, 2020

Shannon Bennett, City Secretary
P.O. Box 700
Deer Park, TX
77536

Regard: Amendment of Ordinance 3648

City of Deer Park,

NuStar Logistics, L.P. was granted ordinance number 3648 on June 17, 2014, to build a 12-inch propane pipeline. The company now wants to change the contents conveyed by the pipeline to refined petroleum products. This letter is submitted as a request to make that change.

- Purpose for modification is to change conveyed product from LPG (propane) to refined petroleum products;
- Pipeline Maximum Allowable Operating Pressure will remain at: MAOP = 1,050 psi;
- Pipeline Pipe Specs will remain as 12.75" Diameter, 0.375" WT, API 5L X52 w/14-16 mils FBE + 20-40 mils ARO (ARO for bores).

Attached is the amendment application payment in the amount of \$ 2,500.00.

If you have any questions, please contact me at 210-918-2178.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clay T. Goar", is written over the word "Sincerely,".

Clay T. Goar
Sr. Manager – Real Estate and Survey
NuStar Energy
19003 IH 10 West
San Antonio, TX 78257
210-918-2178
210-394-9198 (Mobile)

CITY OF DEER PARK

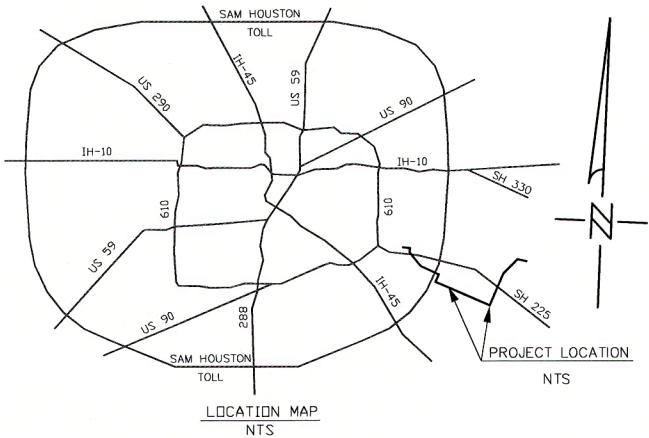
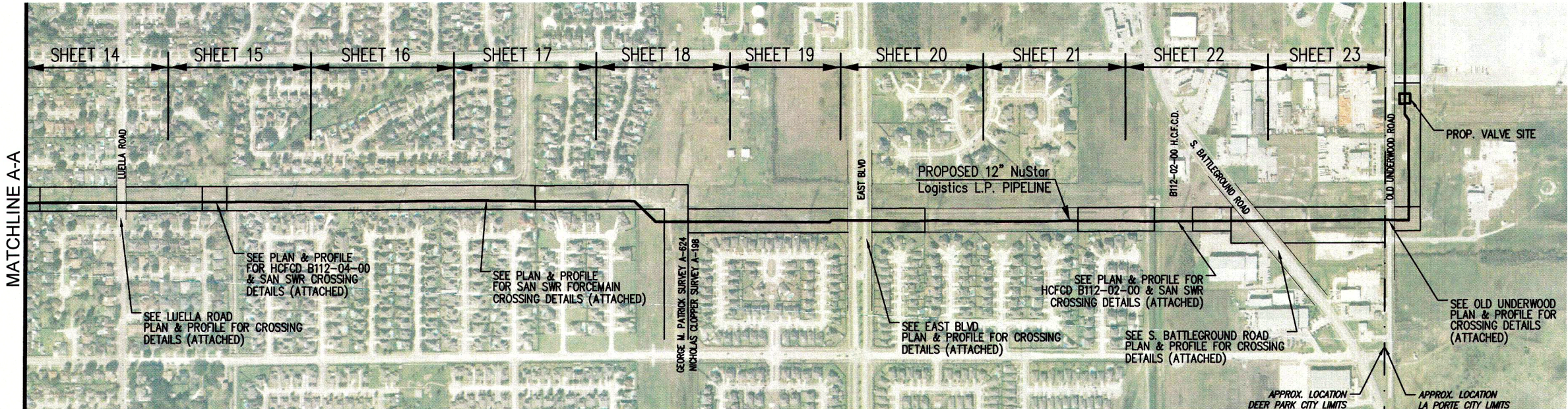
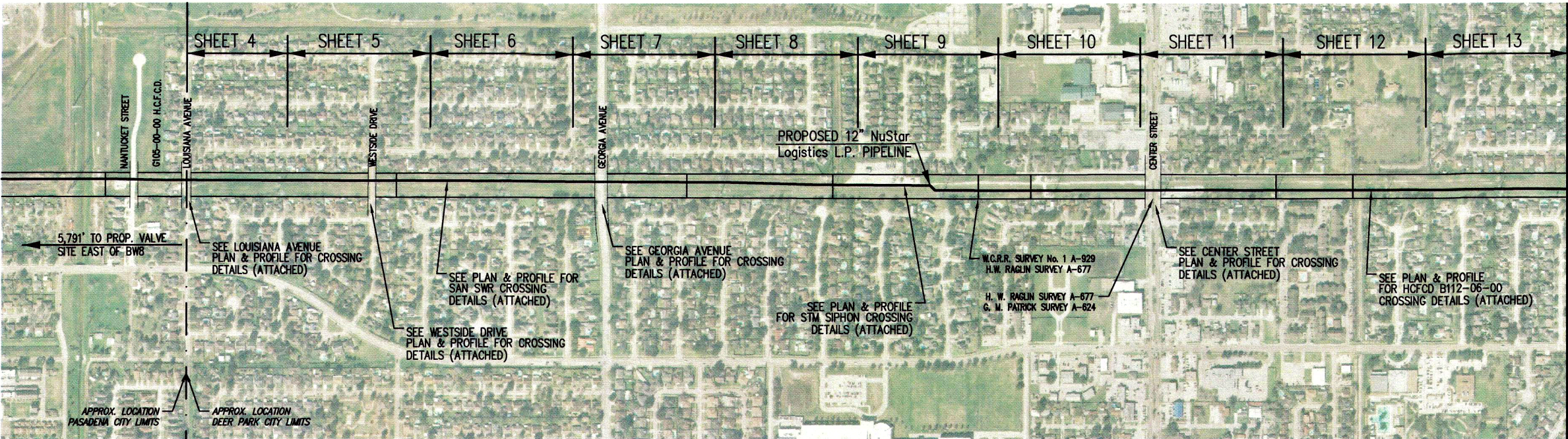
REC#: 01579405 12/28/2020 1:20 PM
OPER: AC TERM: 001
REF#: 60461639
PAID BY:

TRAN: 266.0000 FRANCHISE TAX REVENU
NUSTAR LOGISTICS
FRANCHISE TAX REVEN 2,500.00CR

TENDERED: 2,500.00 CHECK
APPLIED: 2,500.00-

CHANGE: 0.00

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ABBREVIATIONS

| | |
|--------|-------------------------|
| P.O.C. | = POINT OF COMMENCEMENT |
| R.O.W. | = RIGHT OF WAY |
| TYP. | = TYPICAL |
| ST. | = STREET |
| RD | = ROAD |
| HWY | = HIGHWAY |

PROPOSED 12" NuStar Logistics L.P.
PIPELINE CROSSING

THE CITY OF
DEER PARK

HARRIS COUNTY, TEXAS

© Copyright 2014 Weisser Engineering Company, Inc.

DRAWN BY: W.E.C. CALC'D. BY: J.G. SCALE: 1" = 800'

CHECKED BY: J.M./K.J. SHEET 3 OF 23

CREW CHIEF: DATE: 04/08/2014 JOB No.: CV051

"EXHIBIT"



WEISSER
Engineering &
Surveying Co.

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
T.B.P.E.R. #F-68 T.B.P.L.S. #100518-00



1. BEARING AND GRID COORDINATES ARE BASED
ON THE STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH CENTRAL ZONE 4204, NAD83 (2011 adj.)
WITH A COMBINED SCALE FACTOR = 0.999885809.
ALL DISTANCES ARE SURFACE DISTANCES.
2. SEE ACCOMPANYING LEGAL DESCRIPTION OF HEREIN
DESCRIBED CENTERLINE.

ORDINANCE NO. _____

AN ORDINANCE GRANTING NUSTAR LOGISTICS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND USE A PIPELINE IN, UNDER AND ACROSS STREETS, AVENUES, PARKWAYS AND BOULEVARDS IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING REFINED PETROLEUM PRODUCTS; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR AND ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

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

Section 1. Subject to compliance with the terms, conditions and provisions of this Ordinance, the City of Deer Park, Texas, herein called "Grantor", does hereby grant unto **NUSTAR LOGISTICS**, its successors and assigns, herein called "Grantee", the right, privilege and franchise to construct, lay, maintain, operate and use, in, under, across and along any and all of the present and future streets, as described in Grantee's proposal, heretofore filed with the City Secretary, a twelve inch (12") pipeline for the purpose of transporting refined petroleum products.

Section 2. Grantee's facilities shall be so constructed and maintained as not to interfere unreasonably with any existing water line, sanitary sewer line, storm sewer line, telephone line, telegraph line, gas line or any appurtenance to any of the same, or with ordinary travel over the public streets, sidewalks, thoroughfares and ways of Grantor or the flow of water in any gutter or drain. Within the streets or other public ways of the Grantor, the location and route of all facilities heretofore or hereafter placed and constructed and to be placed and constructed by Grantee in the construction and maintenance of its pipeline within the corporate boundaries of Grantor shall be subject to the reasonable and proper regulation, control and direction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly delegated, which regulation and control shall include, but not by way of limitation, the right to require, in the relocation of Grantee's facilities, exclusive of facilities installed for service exclusively to the Grantor, at

Grantee's cost within the present, proposed or future proposed streets, both public and private, and places whenever such shall be reasonably necessary on account of the installation, relocation, change removal or addition of Grantor's water, sanitary sewer or storm sewer line or appurtenances or the widening, paving, repaving, change of grade, relocation or other construction by Grantor within such present, proposed or future proposed public or private streets, places or ways. The surface of any public road, highway, streets, lanes, alleys or other public place disturbed by Grantee in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its pipelines shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley or other public place is broken for such construction, maintenance or removal work. Grantee shall, as soon as reasonably possible, notify City's Fire and Police Departments of the commencement of any of the aforesaid work giving its location and extent. No public road, highway, street, lane, alley or other public place shall be encumbered by construction, maintenance or removal work by Grantee for a longer period than shall be necessary to execute such work.

Section 3. Grantee agrees to pay an initial fee of Two Thousand Five Hundred Dollars (\$2500.00) for this franchise and an annual fee thereafter in the sum of Five Hundred Dollars (\$500.00), payable annually in advance, on or before the anniversary date of the final passage of this Ordinance.

Section 4. Grantee agrees by accepting the franchise, to save the City of Deer Park harmless from all liability for injury or damage to any person or persons, or property, caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline, and to pay to the City of Deer Park all damages caused to the City by reason of any such matters, including, without limitation thereby, the cost of repaving any cut in any pavement with materials approved by the City Manager and of repairing all excavations made by the Grantee in any street, alley, or public place.

Section 5. Nothing herein contained shall ever be held or considered as conferring upon Grantee and its successors and assigns any exclusive rights or privileges of any nature whatsoever.

Section 6. The Grantor by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the Grantor to regulate the operation of this pipeline, and Grantee by its acceptance of this franchise agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the Grantor shall be in full force and effect and subject to the exercise thereof by the Grantor at any time and from time to time. In granting this franchise, it is understood that the lawful power vested by law in the Grantor to regulate all public utilities within Grantor and to regulate the local rates of public utilities within the Grantor within the limits of the Constitution and laws, and to require all persons or corporations to discharge the duties and undertakings, for the performance of which this franchise is made, is reserved; and this grant is made subject to all lawful rights, powers and authorities, either of regulation or otherwise, reserved to the Grantor by law.

Section 7. The terms and conditions hereof shall be equally binding upon the successors and assigns of Grantee and upon any person or firm or company which may succeed to or acquire the properties of Grantee within Grantor City. The continued operation of Grantee's pipeline shall be deemed agreement to all of the terms hereof.

Section 8. City shall have the right to inspect any part of Grantee's pipeline or facilities within Grantor City at any reasonable time and from time to time.

Section 9. The Grantee shall, within thirty (30) days from the date this Ordinance is finally passed, file with the Grantor a written statement signed in its name and behalf in the following form:

"To the City of Deer Park:

"The Grantee, for itself, its successors and assigns, hereby accepts the above and foregoing

Ordinance and agrees to be bound by all of its terms and provisions."

NUSTAR LOGISTICS

By: _____

Dated the _____ day of _____, 2021."

Subject to compliance by Grantee with the terms hereof, this franchise, if so accepted, shall take effect on the date of acceptance.

Section 10. If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the Grantor in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this Ordinance are declared to be severable.

Section 11. Any person, firm or corporation who shall violate any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined in any sum not exceeding Two Thousand Dollars (\$2,000.00) and each day's violation shall constitute a separate offense.

Section 12. 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 of the Government Code of the State of Texas.

Section 13. This Ordinance or the caption thereof shall be read at three (3) regular meetings of the City Council of the City of Deer Park, Texas, and shall not be finally acted upon until at least forty-two (42) days after the first reading hereof. It shall take effect if passed on that date.

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 and approved** on the first reading on this the ____ day of _____, 2021 **by a vote of** _____ **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

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 and approved** on the second reading on this the ____ day of _____, 2021 **by a vote of** _____ **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

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 the third and final reading on this the ____ day of _____, 2021 **by a vote of** **“Ayes”** **and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|--|
| File #: | AGR 21-002 | Version: | 1 | Name: | |
| Type: | Agreement | Status: | | Agenda Ready | |
| File created: | 1/8/2021 | In control: | | City Council | |
| On agenda: | 1/19/2021 | Final action: | | | |
| Title: | Consideration of and action on 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: | Professional Engineering Consultant Design Services Agreement - Deer Park Gardens - Phase 1 - | | | | |

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

Consideration of and action on 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. <u>Reimbursable Expenses</u> | <u>\$1,000</u> |
| 7. TOTAL | \$68,720 |

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.

Fiscal/Budgetary Impact:

The funding will come out of drainage funds.

Staff recommends entering into an agreement with Cobb Fendley.

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

By_____

Name_____

Title_____

Date_____

The City of Deer Park

By_____

Name_____

Title_____

Date_____

EXHIBIT A



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.

A handwritten signature in blue ink, appearing to read "C. Eastland", written over a horizontal line.

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 | • Drainage Area Map |
| • Overall Project Layout | • Storm Sewer Layout |
| • Typical Cross Sections | • Survey Control Map |
| • SWPP Plan | • Plan and Profiles Sheets |
| • Demolition Plan | • Traffic Control Plan |
| • General Notes and Details | |
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.

ADDITIONAL 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

| 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. MISCELLANEOUS | | | | | | | | | | |
| 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% | | | |

| 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 Quantities 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 TALLING 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. ADDITIONAL 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 |
|--|--|--------------|---------------|-------------|--------------------|
| 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 |

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) | | | | | | | | |