

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

February 24, 2014

7:30 p.m.

MAYOR
Tom Reid

Greg Hill
Mayor Pro-Tem
Position No. 5

COUNCIL MEMBERS

Tony Carbone
Position No. 1

Scott Sherman
Position No. 2

Susan Sherrouse
Position No. 3



Keith Ordeneaux
Position No. 4

Darrin Coker
City Attorney

Jon R. Branson
Interim
City Manager

Mike Hodge
Assistant City Manager

Young Lorfing
City Secretary

In accordance with the Texas Open Meeting Act the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the front entrance of the City Hall, 3519 Liberty Drive.

AGENDA – OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, FEBRUARY 24, 2014, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**
- III. RECOGNITIONS AND AWARDS**
- IV. CITIZEN COMMENTS:**
- V. DOCKETED PUBLIC HEARING: NONE**
- VI. CONSENT AGENDA:**

ALL ITEMS LISTED UNDER THE “CONSENT AGENDA” ARE CONSIDERED TO BE ROUTINE AND REQUIRE LITTLE OR NO DELIBERATION BY THE CITY COUNCIL. THESE ITEMS WILL BE ENACTED/APPROVED BY ONE MOTION UNLESS A COUNCILMEMBER REQUESTS SEPARATE ACTION ON AN ITEM, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED BY SEPARATE ACTION (IX. MATTERS REMOVED FROM CONSENT AGENDA). APPROVAL OF THE CONSENT AGENDA ENACTS THE ITEMS OF LEGISLATION.

- A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:**
 - 1. Minutes of the February 10, 2014, Regular Meeting, held at 7:30 p.m.
- B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-15 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, RENEWING A UNIT SUPPLY CONTRACT FOR TRAFFIC SIGNAL HEADS AND COMPONENTS.**
Mr. Jon Branson, Interim City Manager.
- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDING A BID FOR THE RENTAL OF ROAD MAINTENANCE EQUIPMENT.** *Mr. Jon Branson, Interim City Manager.*
- D. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-14 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDING A BID FOR THE PURCHASE OF STABILIZED ROAD MATERIALS.** *Mr. Jon Branson, Interim City Manager.*

- E. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-17** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING CONTINUED PARTICIPATION IN THE CRIMINAL JUSTICE DIVISION - GENERAL VICTIM ASSISTANCE DIRECT SERVICES GRANT PROGRAM.
Mr. Jon Branson, Interim City Manager.

VII. MATTERS REMOVED FROM CONSENT AGENDA

VIII. NEW BUSINESS:

- 1. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-19** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A TAX ABATEMENT AGREEMENT. *Mr. Darrin Coker, City Attorney.*
- 2. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-13** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES ASSOCIATED WITH THE KIRBY DRIVE EXPANSION PROJECT. *Mr. Jon Branson, Interim City Manager.*
- 3. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-12** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A FACILITIES EXTENSION AGREEMENT WITH CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC. *Mr. Trent Epperson, Director of Engineering and Capital Projects.*
- 4. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-20** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PARTICIPATE IN AN INTERLOCAL COOPERATIVE PRICING ARRANGEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) FOR THE PURCHASE OF A PIERCE QUANTUM PUMPER TRUCK. *Mr. Jon Branson, Interim City Manager.*

OTHER BUSINESS: NONE.

IV. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281-652-1840 prior to the meeting so that appropriate arrangements can be made.

Consent Agenda Item A

A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:

1. Minutes of the February 10, 2014, Regular Meeting, held at 7:30 p.m.

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, FEBRUARY 10, 2014, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 7:30 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Greg Hill
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Keith Ordeneaux
Councilmember	Susan Sherrouse
Interim City Manager	Jon Branson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Daniel Baum Deputy Chief; Claire Bogard Director of Finance; J.C. Doyle Police Chief; Trent Epperson Director of Engineering and Capital Projects; Vance Riley Director of Fire Services; Eric Wilson Public Works Director; Bob Pearce Purchasing Officer; John Knight Information Technology Manager; Joel Hardy Grants Coordinator.

The invocation was given by Councilmember Ordeneaux and the Pledge of Allegiance was led by J.C. Doyle Police Chief.

RECOGNITIONS AND AWARDS: None.

CITIZEN COMMENTS:

Charles McMurry, 5209 Spring Branch Drive, addressed Council stating something needs to be done to jazz up the Pearland Election. Less than 6% voted when Councilmember Carbone was running for office. Let us jazz up this election by raising the homestead exemption tax in Pearland.

DOCKETED PUBLIC HEARING: None.

CONSENT AGENDA:

A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:

1. Minutes of the January 27, 2014, Regular Meeting, held at 7:30 p.m.
2. Minutes of the January 25, 2014, Special Meeting, held at 8:30 a.m.
3. Minutes of the January 25, 2014, Special Meeting, held at 6:45 p.m.
4. Minutes of the January 13, 2014, Regular Meeting, held at 7:30 p.m.

5. Minutes of the December 16, 2013, Regular Meeting, held at 7:30 p.m.

B. CONSIDERATION AND POSSIBLE ACTION – EXCUSE THE ABSENCE OF COUNCILMEMBER SCOTT SHERMAN FROM THE REGULAR COUNCIL MEETING HELD ON JANUARY 27, 2014.

C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-10 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, RENEWING A UNIT SUPPLY CONTRACT FOR AUTOPARTS. *Mr. Jon R. Branson, Interim City Manager.*

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to adopt Consent Agenda Items A through C as presented on the Consent Agenda.

Voting “Aye” Councilmembers Carbone, Sherman, Hill, Ordeneaux, and Sherrouse.

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

COUNCIL ACTION – RESOLUTION NO. R2014-11– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING THE CITY’S SAFE ROUTES TO SCHOOL PLAN-2014. *Mr. Jon Branson, Interim City Manager.*

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2014-11.

Interim City Manager Jon Branson reported the Federal Safe Routes to School Program has apportioned nearly \$1.15 billion to states as of September 30, 2012. These funds have benefited or will benefit more than 14,000 schools. Beginning in October 2012 “Safe Routes to School” (SRTS) activities were eligible to compete for funding alongside other programs. The City budgeted and spearheaded a Safe Routes to School Plan in the hopes of funding opportunities through federal grants. Council is being asked to adopt the City’s Safe Routes to School Plan.

Councilmember Ordeneaux stated he would like to see the City adopt this plan.

Voting “Aye” Councilmembers Sherrouse, Ordeneaux, Hill, Sherman, and Carbone.

Voting “No” None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2014-8 – A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ORDERING THE HOLDING OF A GENERAL AND SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 10, 2014, FOR THE PURPOSE OF ELECTING THE MAYOR AND ONE MEMBER OF THE CITY COUNCIL TO POSITION NUMBER THREE (3) IN AND FOR THE CITY OF PEARLAND, TEXAS; AND FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF PEARLAND, TEXAS, CERTAIN PROPOSED CHARTER AMENDMENTS; ESTABLISHING POLLING PLACES; NAMING CLERKS; AND ESTABLISHING PROCEDURES FOR SAID REGULAR CITY OFFICERS AND SPECIAL ELECTION. *Mr. Darrin Coker, City Attorney.*

Mayor Pro-Tem Hill made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-8 as amended.

Interim City Manager Jon Branson reported Council is being asked to approve the General and Special Election to be held on Saturday, May 10, 2014.

Discussion ensued between Council and City Attorney Darrin Coker regarding an increase to the size of City Council from five (5) Councilmembers to seven (7) Councilmembers over a period of four (4) years.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to amend the Proposed Amendment No. 1 of exhibit C to reflect that it would be going from 5 Councilmembers to 7 Councilmembers over a period of 3 years with the initial election occurring in 2016 and the next election occurring in 2017. The rationale to not have the election in 2015 is to maintain a more balanced approach with the positions of Councilmembers relative to the Mayor's position in any one election year.

Mayor Reid called for the vote on the amended motion.

Voting "Aye" Councilmembers Carbone, Sherman, Hill, Ordeneaux, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

Mayor Reid called for the vote on the original motion.

Voting "Aye" Councilmembers Carbone, Sherman, Hill, Ordeneaux, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2014-9 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY. *Mr. Jon Branson, Interim City Manager.*

Councilmember Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-9.

Interim City Manager Jon Branson reported Council is being asked to approve the Election Services Agreement with Brazoria County.

Voting "Aye" Councilmembers Sherrouse, Ordeneaux, Hill, Sherman, and Carbone.

Voting "No" None.

Motion Passed 5 to 0.

Mayor Reid stated per the request of the President of Economic Development Matt Buchanan and Interim City Manager Jon Branson, Section 551.087 will be moved to a future agenda.

OTHER BUSINESS:

- 1. SECTION 551.087 - REGARDING CONSULTATIONS WITH CITY ATTORNEY – REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.** *Mr. Jon Branson, Interim City Manager.*

NEW BUSINESS CONTINUED:

COUNCIL ACTION – REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.
City Council.

No Council action taken.

ADJOURNMENT:

Meeting was adjourned at 7:49 p.m.

Minutes approved as submitted and/or corrected this the ____ day of _____ A.D. 2014.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

Consent Agenda Item B

- B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-15** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, RENEWING A UNIT SUPPLY CONTRACT FOR TRAFFIC SIGNAL HEADS AND COMPONENTS. *Mr. Jon Branson, Interim City Manager.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Resolution No. R2014-15
DATE SUBMITTED:	February 14, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Jon Branson
REVIEWED BY:	Mike Hodge	REVIEW DATE:	February 14, 2014
SUBJECT: Award of Bid for Supply of Traffic Signal Heads and Components			
EXHIBITS: R2014-15 Exhibit A – Bid Tabulation for Bid #0114-14			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$85,000 (est.)		AMOUNT BUDGETED: \$85,000	
AMOUNT AVAILABLE: \$85,000		PROJECT NO.:	
ACCOUNT NO.: 010-142-542-29-01			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance		X Legal	
		Ordinance	
		X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

Based on the most recent citizen survey, the top concern related to traffic was congestion at intersections. In order to alleviate that concern, Traffic Operations is undertaking a flashing yellow left-turn arrow program in order to ease some of the traffic congestion at approved intersections over the next three (3) years. Year one will address FM 518 and sections of Dixie Farm Road and Magnolia. FM 2234/McHard Road, Cullen and State Highway 35 will follow in the second year, with year three addressing the remainder of Dixie Farm Road and Magnolia. Accordingly, Bid No. 0114-14 was issued to solicit sealed bids for the necessary traffic signal heads and components, with a total of four (4) responses received on January 28, 2014.

SCOPE OF CONTRACT

One (1) year agreement for the purchase of traffic signal heads and related parts as needed by the City's Traffic Operations Department.

BID AND AWARD

Bid specifications requested unit prices for items which will most commonly used by the Department. Price and adherence to product description and specifications were stated as determining factors for the bid award. The apparent low bidder, Consolidated Traffic Controls, Inc., did not bid on the LED luminaire replacement (a key component of the signal program), and also bid several alternate products to the specified bid items, substitutions which are not compatible with existing traffic signal equipment in service throughout the City; therefore, the bid is deemed non-responsive to specifications. The second-lowest bidder, McCain, Inc., quoted Consumer Price Index several proprietary products as alternates to specified bid items, rendering this bid to also be non-responsive to bid specifications. Traffic Operations personnel have reviewed all bids received and recommend an award to Traffic Parts, Inc.

The original bid specifications require fixed unit costs for a period of one (1) year, with two (2) additional one-year renewal options available upon the mutual agreement of both parties, and the approval of City Council. The specifications allowed the contractor the opportunity to request a price increase percentage not to exceed the rate of increase in the "All Items" category of the Consumer Price Index (CPI), Houston-Galveston-Brazoria region, during the prior 12 month period.

SCHEDULE

Supply of traffic signal heads and related parts will occur as needed throughout the term of the agreement.

POLICY/GOAL CONSIDERATION

This purchase will allow the City to directly address the stated citizenry concern of traffic congestion at major intersections.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these items come from the General Fund for Traffic Operations and Maintenance.

O&M IMPACT INFORMATION

Fiscal Year	2014	2015	2016
Estimated expenditure	\$85,000	\$88,060	\$91,230

RECOMMENDED ACTION

Consideration and approval of a resolution to award a bid for the supply of traffic signal heads and related components to Traffic Parts, Inc. at the unit pricing reflected in the attached tabulation.

RESOLUTION NO. R2014-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, RENEWING A UNIT SUPPLY CONTRACT FOR TRAFFIC SIGNAL
HEADS AND COMPONENTS.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That the City Council hereby renews a unit supply contract to Traffic Parts, Inc., in the unit price amounts reflected in Exhibit "A" attached hereto.

Section 2. The City Manager or his designee is hereby authorized to execute a supply contract for traffic signal heads and components.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Bid # 0114-14 Addendum 1

Specification Responses

Consolidated Traffic Controls, Inc

McCain Inc.

Traffic Parts Inc.

Paradigm Traffic Systems

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	SIGNALS HEADS, 12" HORIZONTAL POLYCARBONATE, 3-SEC, LED READY, TUNNEL VISORS (detached), PAINTED BLACK CHAPEL HILL PART #SIG-TPB-306-CTN-EHN-ON OR EQUAL	EA	75	\$145.88	\$10,941.00	\$108.00	\$8,100.00	\$89.50	\$6,712.50	\$139.00	\$10,425.00
2	SIGNALS, 12" HORIZONTAL POLYCARBONATE, 4-SEC, LED READY, TUNNEL VISORS (detached), PAINTED BLACK CHAPEL HILL PART #SIG-TPB-406-CTN-EHN-ON OR EQUAL	EA	50	\$190.59	\$9,529.50	\$142.00	\$7,100.00	\$124.50	\$6,225.00	\$179.00	\$8,950.00
3	SIGNALS, 12" HORIZONTAL POLYCARBONATE, 5-SEC, LED READY, TUNNEL VISORS (detached), PAINTED BLACK CHAPEL HILL PART #SIG-TPB-506-CTN-EHN-ON OR EQUAL	EA	5	\$234.12	\$1,170.60	\$175.00	\$875.00	\$155.00	\$775.00	\$235.00	\$1,175.00
4	PEDESTRIAN SIGNAL HEAD, 16", ALUMINUM WITH POLYCARBONATE Z-CRATE DOOR W/O VISOR, DRILLED FOR TOP/BOTTOM PIPE MOUNT, BODY & DOOR ONLY, LED READY, PAINTED BLACK, 5 POSITION, 20a TERMINAL BLOCK, NO MOUNTING HARDWARE, COUNTDOWN CHAPEL HILL PART # SSPED-PNN-B-N-N OR EQUAL.	EA	50	\$95.29	\$4,764.50	\$55.00	\$2,750.00	\$92.00	\$4,600.00	\$99.00	\$4,950.00
5	PEDESTRIAN PUSH BUTTON, ROUND, COVER ASSEMBLY W/MECHANICAL SWITCH W/BALL & 2: MUSHROOM PLUNGER, PAINTED BLACK, PELCO PART #SE-2098 OR EQUAL.	EA	60	\$38.00	\$2,280.00	\$30.00	\$1,800.00	\$21.50	\$1,290.00	\$38.00	\$2,280.00
6	1-WAY ARM KIT, 8 1/2" CTC, TAPPED FOR 1" CGB, ALUMINUM PAINTED BLACK, PELCO PART #AB-4006 OR EQUAL.	EA	100	\$43.71	\$4,371.00	\$49.00	\$4,900.00	\$33.50	\$3,350.00	\$50.00	\$5,000.00
7	UPPER ARM 8 1/2" CTC, TAPPED FOR 1" CGB, ALUMINUM, THREADED FOR A 1" CGB, PAINTED BLACK, PELCO PART #AB-03434006 OR EQUAL	EA	100	\$23.76	\$2,376.00	\$29.00	\$2,900.00	\$16.75	\$1,675.00	\$30.00	\$3,000.00

Specification Responses

Consolidated Traffic Controls, Inc

McCain Inc.

Traffic Parts Inc.

Paradigm Traffic Systems

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
8	TEE, ALUMINUM, HORIZONTAL SLIP, PAINTED BLACK, DOUBLE SET SCREWS (4 SET SCREWS) NPS THREADS, PELCO SE-0474 OR EQUAL	EA	100	\$10.76	\$1,076.00	\$13.00	\$1,300.00	\$10.00	\$1,000.00	\$17.00	\$1,700.00
9	ELL, ALUMINUM, SERRATED, PAINTED BLACK, PELCO SE-0457 OR EQUAL	EA	100	\$8.59	\$859.00	\$9.00	\$900.00	\$10.00	\$1,000.00	\$8.75	\$875.00
10	HUB PLATES, 4" PIPE, 1 POLE 1 1/2" NPS, ALUMINUM UNPAINTED, PELCO SE-0454 OR EQUAL	EA	50	\$9.18	\$459.00	\$9.00	\$450.00	\$7.00	\$350.00	\$9.25	\$462.50
11	PIPE FITTING, CGB 1", .55" TO .65" WIRE, ZINC 1 PELCO SE-4216 OR EQUAL	EA	100	\$15.18	\$1,518.00	\$15.00	\$1,500.00	\$3.00	\$300.00	\$15.00	\$1,500.00
12	NIPPLES, ALUMINUM 1 1/2" X 4", NPS THREADS ON BOTH ENDS, PAINTED BLACK, PELCO SE-0436-04 OR EQUAL	EA	50	\$5.65	\$282.50	\$5.50	\$275.00	\$14.20	\$710.00	\$6.00	\$300.00
13	NIPPLES, ALUMINUM 1 1/2" X 6", NPS THREADS ON BOTH ENDS, PAINTED BLACK, PELCO SE-0436-06 OR EQUAL	EA	50	\$6.41	\$320.50	\$6.50	\$325.00	\$11.00	\$550.00	\$7.00	\$350.00
14	NIPPLES, ALUMINUM 1 1/2" X 8", NPS THREADS ON BOTH ENDS, PAINTED BLACK, PELCO SE-0436-08 OR EQUAL	EA	50	\$7.12	\$356.00	\$7.00	\$350.00	\$11.50	\$575.00	\$7.25	\$362.50
15	NIPPLES, ALUMINUM 1 1/2" X 10", NPS THREADS ON BOTH ENDS, PAINTED BLACK, PELCO SE-0436-10 OR EQUAL	EA	50	\$7.82	\$391.00	\$8.00	\$400.00	\$12.50	\$625.00	\$7.90	\$395.00
16	SUPPORT TUBE, ALUMINUM, 1 1/2" X 18" NPS THREADS ONE END, PAINTED BLACK, PELCO SE-0326-18 OR EQUAL	EA	50	\$10.65	\$532.50	\$10.50	\$525.00	\$12.50	\$625.00	\$17.00	\$850.00
17	TUBE, ALUMINUM 1 1/2" X 46", NO THREADS, PAINTED BLACK, PELCO PART# SE-0484-46 OR EQUAL	EA	75	\$19.82	\$1,486.50	\$19.50	\$1,462.50	\$19.50	\$1,462.50	\$26.00	\$1,950.00
18	TUBE, ALUMINUM 1 1/2" X 58", NO THREADS, PAINTED BLACK, PELCO PART# SE-0484-58 OR EQUAL	EA	50	\$24.00	\$1,200.00	\$23.50	\$1,175.00	\$24.50	\$1,225.00	\$30.00	\$1,500.00
19	TUBE, ALUMINUM 1 1/2" X 74", NO THREADS, PAINTED BLACK, PELCO PART# SE-0484-74 OR EQUAL	EA	5	\$29.47	\$147.35	\$29.00	\$145.00	\$30.00	\$150.00	\$36.00	\$180.00
20	HEX NIPPLE 1 1/2" NPS, ALUMINUM, PELCO PART# SE-0443 OR EQUAL	EA	25	\$3.71	\$92.75	\$4.00	\$100.00	\$2.50	\$62.50	\$4.00	\$100.00

Specification Responses

Consolidated Traffic Controls, Inc

McCain Inc.

Traffic Parts Inc.

Paradigm Traffic Systems

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
21	SPAN WIRE ADAPTER, 1 1/2" NPS, ALUMINUM W/STAINLESS BUSHING, PELCO PART# SE-0371 OR EQUAL	EA	50	\$7.82	\$391.00	\$8.00	\$400.00	\$5.50	\$275.00	\$8.00	\$400.00
22	SPAN WIRE CLAMP, 5/8" WIDE SLOT, ALUMINUM, PELCO PART# SE-4077 OR EQUAL	EA	50	\$16.47	\$823.50	\$16.00	\$800.00	\$13.00	\$650.00	\$17.00	\$850.00
23	SPAN WIRE SIGN HANGER W/SERRATED SPAN WIRE CLAMP, U-BOLTS, ALUMINUM, PELCO PART #SE-5115 OR EQUAL	EA	50	\$30.82	\$1,541.00	\$30.00	\$1,500.00	\$33.00	\$1,650.00	\$31.00	\$1,550.00
24	ASTRO-BRAC CLAMP KIT, WITH 96" CABLES, TRAFFIC PARTS #7272 OR EQUAL	EA	25	\$65.59	\$1,639.75	\$64.00	\$1,600.00	\$60.00	\$1,500.00	\$66.00	\$1,650.00
25	SQUARE PEDESTAL BASE ALUMINUM, THREADED NECK, ALUMINUM DOOR, TRAFFIC PARTS #6800 OR EQUAL	EA	5	\$107.35	\$536.75	\$125.00	\$625.00	\$138.00	\$690.00	\$126.00	\$630.00
26	POLE AND BASE COLLAR ASSEMBLY, FOR ALUMINUM SQUARE BASE, TRAFFIC PARTS #7794 OR EQUAL	EA	5	\$49.41	\$247.05	\$157.00	\$785.00	\$46.00	\$230.00	\$50.00	\$250.00
27	2-PIECE BASE FOR 4 1/2 OD POLE, PLASTIC PELCO PART #PB-5303-PNC OR EQUAL	EA	5	\$103.12	\$515.60	\$101.00	\$505.00	\$70.00	\$350.00	\$104.00	\$520.00
28	ELTEC NTC-17E-TX TIMER	EA	5	\$381.18	\$1,905.90	\$286.00	\$1,430.00	\$300.00	\$1,500.00	\$325.00	\$1,625.00
29	ELTEC FLASHER FS-2 12 VOLT DC	EA	5	\$88.24	\$441.20	\$124.00	\$620.00	\$125.00	\$625.00	\$185.00	\$925.00
30	DIGITAL POWER CONTROLLER MODEL# DPC 2000, TRAFFIC PARTS #6662 (PROSTAR) OR EQUAL	EA	5	\$89.41	\$447.05	\$305.00	\$1,525.00	\$145.00	\$725.00		
31	12 VOLT DC 12" AMBER BALL L.E.D., 8 WATT, DURALIGHT JXC300-HFTDCY OR EQUAL	EA	10	\$46.75	\$467.50	\$63.00	\$630.00	\$63.25	\$632.50	\$61.00	\$610.00
32	12 VOLT DC 12" RED BALL L.E.D., 8 WATT, DURALIGHT JXC300-HFTDCR OR EQUAL	EA	5	\$40.52	\$202.60	\$63.00	\$315.00	\$63.25	\$316.25	\$61.00	\$305.00
33	120 VOLT RED BALL L.E.D. 12" DURALIGHT JXC300-HFTR03 OR EQUAL	EA	100	\$23.95	\$2,395.00	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$37.00	\$3,700.00
34	120 VOLT AMBER BALL L.E.D. 12" DURALIGHT JXC300-HFTY03 OR EQUAL	EA	100	\$25.75	\$2,575.00	\$35.00	\$3,500.00	\$43.00	\$4,300.00	\$42.00	\$4,200.00

Specification Responses

Consolidated Traffic Controls, Inc

McCain Inc.

Traffic Parts Inc.

Paradigm Traffic Systems

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
35	120 VOLT GREEN BALL L.E.D. 12" DURALIGHT JXC300-HFTG03 OR EQUAL	EA	100	\$24.85	\$2,485.00	\$35.00	\$3,500.00	\$45.75	\$4,575.00	\$40.00	\$4,000.00
36	120 VOLT RED ARROW L.E.D. 12" DURALIGHT JXC300-07R03 OR EQUAL	EA	100	\$26.50	\$2,650.00	\$37.00	\$3,700.00	\$40.00	\$4,000.00	\$39.00	\$3,900.00
37	120 VOLT AMBER ARROW L.E.D. 12" DURALIGHT JXC300-07Y03 OR EQUAL	EA	100	\$26.80	\$2,680.00	\$37.00	\$3,700.00	\$40.75	\$4,075.00	\$39.00	\$3,900.00
38	120 VOLT GREEN ARROW L.E.D. 12" DURALIGHT JXC300-07g03 OR EQUAL	EA	50	\$29.55	\$1,477.50	\$37.00	\$1,850.00	\$46.00	\$2,300.00	\$49.00	\$2,450.00
39	TRAFFIC SIGNAL BACK PLATES WITH MOUNTING SCREWS (ONE PIECE VAC FORM ABS) FOR 3 SECTION SIGNAL HEAD, TRAFFIC PARTS, PART# 4484 OR EQUAL	EA	75	\$40.00	\$3,000.00	\$30.00	\$2,250.00	\$36.50	\$2,737.50	\$57.00	\$4,275.00
40	TRAFFIC SIGNAL BACK PLATES WITH MOUNTING SCREWS (ONE PIECE VAC FORM ABS) FOR 4 SECTION SIGNAL HEAD, TRAFFIC PARTS, PART# 4485 OR EQUAL	EA	50	\$48.24	\$2,412.00	\$36.00	\$1,800.00	\$44.25	\$2,212.50	\$64.00	\$3,200.00
41	L.E.D. LUMINAIRE REPLACEMENT FOR 250 WATT COBRA HEAD MODEL # JXM-ST180-3, TRAFFIC PARTS #5781 OR EQUAL	EA	30		No Bid	\$560.00	\$16,800.00	\$650.00	\$19,500.00	\$675.00	\$20,250.00
Total							\$72,987.10		\$88,667.50	\$90,106.25	\$105,495.00

Consent Agenda Item C

- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE RENTAL OF ROAD MAINTENANCE EQUIPMENT. *Mr. Jon Branson, Interim City Manager.***

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Resolution No. R2014-16
DATE SUBMITTED:	February 12, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Jon Branson
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	February 14, 2014
SUBJECT: Approval of Road Maintenance Rental Equipment - Barrier Equipment Inc.			
EXHIBITS: Resolution #R2014-16			
FUNDING:			
	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold
EXPENDITURE REQUIRED: \$81,500		AMOUNT BUDGETED: \$94,884	
AMOUNT AVAILABLE: \$81,500		PROJECT NO.:	
ACCOUNT NO.: 010-3570-555-09-00			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

While the Public Works Department strives to maintain a sufficient equipment inventory to perform required road maintenance projects, it remains periodically necessary to utilize equipment on a rental basis to augment the Department's assets in order to meet current repair demand. Given the variety and sporadic nature of equipment needed, it is seldom available from a single vendor due to short supplies and increasing demand related to local construction. Therefore, the required equipment pieces referenced herein were procured by informal bids from rental agencies in our region in accordance with statutory HUB (historically underutilized business) requirements and local policy. The primary award determinants were availability and rental rate (in that order, as a lower rate is irrelevant if the equipment is indefinitely unavailable).

In FY14, Public Works has utilized four (4) pieces of rental equipment from Barrier Equipment Inc. in order to perform necessary road work, expenditures for which will exceed \$50,000 on an annualized basis, therefore staff is requesting Council approval of the expenditure. Additionally, approval is sought for continuation of certain rentals as described in more detail in the Bid and Award section below.

SCOPE OF CONTRACT

Barrier Equipment will provide certain road equipment rentals as described herein.

BID AND AWARD

The four (4) road equipment rentals referenced above are as follow (with the equipment description, monthly rental rate, year-to-date [YTD] expenditure and projected duration):

- Noram Model 65ET Motor Grader, \$3,150/month, \$15,956.36 YTD; need for this unit will be eliminated by purchase of motor grader as awarded by Council 1/13/14, with anticipated delivery by 4/13/14.
- Bomag Model BW141 Double Drum Roller, \$3,750/month, \$18,789.73 YTD; further need for this unit is now eliminated by purchase of new roller as awarded by Council 1/13/14 and delivered on 2/11/14.
- Bomag Model BW11 Pneumatic Roller, \$2,500/month, \$12,448.82 YTD; this rental has been terminated, as staff has identified a comparable roller available at a lower rate (\$2,300/month). Assessment of cost-effectiveness of the purchase of a similar unit is underway by PW management for possible consideration in future budget.
- Bomag MPH362R Recycler, \$14,000/month, \$0.00 YTD; this unit has only recently been requested by PW Department for a temporary, 1-2 month field evaluation to gauge effectiveness on current repairs for possible purchase consideration of a similar unit in future budget. This unit is a full-size asphalt recycler on a scale with that used by Brazoria County road personnel. It should be noted that in the most recent Road & Bridge interlocal agreement with Brazoria County, the County has expressed its preference, with regard to road construction, to perform overlays only, i.e., not sub-base, base and stabilization of road materials. PW currently has an Asphalt Zipper unit, which is a much smaller, bolted-on attachment unit, which is effective for small jobs, but not suited to the scale of road maintenance required.

SCHEDULE

As described above.

POLICY/GOAL CONSIDERATION

The requested Council action will positively impact the City's goal to provide safe, durable streets for its residents.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this expenditure will come from the Public Works General Fund for Equipment Rental.

O&M IMPACT INFORMATION

N/A

RECOMMENDED ACTION

Staff recommends approval of a resolution to approve FY2014-to-date road equipment rental expenditures of \$47,194.91 to Barrier Equipment Inc., and authorize limited continuation of two rentals as described herein at an additional expense amount estimated at \$34,300, for an estimated total annual expenditure of approximately \$81,500.00.

RESOLUTION NO. R2014-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, APPROVING EXPENDITURES FOR THE RENTAL OF ROAD
MAINTENANCE EQUIPMENT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That the City previously obtained quotes for the rental of road maintenance equipment.

Section 2. That the City Council hereby authorizes the expenditure of funds, for the rental of road maintenance equipment, in the anticipated amount of \$81,500.00.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Consent Agenda Item D

- D. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-14** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE PURCHASE OF STABILIZED ROAD MATERIALS. *Mr. Jon Branson, Interim City Manager.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Resolution No. R2014-14
DATE SUBMITTED:	February 14, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Jon R. Branson
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	February 14, 2014
SUBJECT: Award of Bid for the Purchase of Stabilized Base Road Materials			
EXHIBITS: Resolution 2014-14 Exhibit A – Bid Tab for Bid #0114-17			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$100,000 (est.)		AMOUNT BUDGETED: \$100,000	
AMOUNT AVAILABLE: \$100,000		PROJECT NO.:	
ACCOUNT NOS.: 010-3570-542-13-00; 010-3570-553-04-00; 030-4044-542-29-00;			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X	Finance	X	Legal
		Ordinance	X
			Resolution

EXECUTIVE SUMMARY

BACKGROUND

The fiscal year 2014 budget includes the purchase of stabilized base road materials for use by the Public Works Department. These items were previously awarded to Cherry Companies on February 25, 2013; however, at the first renewal period, Cherry Companies had requested a price increase which exceeds the percentage change allowed by specifications with respect to the regional Consumer Price Index. For this reason, it was necessary to rebid all items, and Bid No. 0114-17 was subsequently issued for this purpose.

SCOPE OF CONTRACT

Awarded vendor shall furnish stabilized base road materials as needed in accordance with bid specifications.

BID AND AWARD

The bid notification was sent to forty-four vendors, with just two (2) submitting bids, those being Cherry Companies and Southern Crushed Concrete. Upon staff inquiry into the increases on this bid, Cherry has indicated that they've experienced a significant rail freight cost increase, and that their raw material costs have also increased substantially, resulting in the initial price increase request and the subsequent bid pricing. Southern Crushed Concrete bid on just one item, and it was above that quoted by Cherry.

This award will provide for fixed unit costs for each item for a period of one (1) year, with no allowable price increases. At the expiration of the initial term, there is a renewal option for two (2) additional one (1) year renewals with the mutual agreement of both parties and the approval of City Council. Any price adjustment requested by the contracted vendor for the renewal period must be substantiated by a comparable increase in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area. In the event a renewal is not agreeable to both parties, the contract will continue on a month-to-month basis until such time as a new contract can be awarded. It should be noted that during the initial contract term, Purchasing and Public Works staff will continue to seek other prospective bidders for the required materials, and will factor these results into the determination of whether renewal or rebid is most advantageous to the City at the conclusion of the first term.

SCHEDULE

Supply of stabilized base road materials will occur as needed throughout the term of the agreement.

POLICY/GOAL CONSIDERATION

Purchase of these items is needed in order to provide stabilized base road materials for the Public Works Department, all contributing to the overall City objective for public safety.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these items come from the General Fund for Public Works and from Water and Sewer Operations accounts. There is \$100,000 allocated in the FY2014 budget for the purchase of stabilized base road materials, based on prior usage. The award is on a per-unit basis, with purchases made as needed.

O&M IMPACT INFORMATION

Fiscal Year	2014	2015	2016
	\$100,000 (est.)	\$103,600	\$107,330

By the specifications of this bid, there are two (2) one-year renewal options, with any request for price increase governed by the index specified above. As stabilized base road materials are required annually, similar expenses are anticipated in future years; however, funding will be appropriated on an annual basis.

RECOMMENDED ACTION

Consideration and approval of a resolution to award a bid for the purchase of stabilized base road materials to Cherry Companies at the unit costs noted in the bid tabulation.

RESOLUTION NO. R2014-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AWARDING A BID FOR THE PURCHASE OF STABILIZED ROAD
MATERIALS.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That the City opened unit supply bids for the supply of stabilized road materials, and such bids have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Cherry Companies, in the unit price amount reflected in Exhibit "A", attached hereto in.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of stabilized road materials.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Bid Tabulation: Purchase of Stabilized Base Road Materials
 Bid Number: 0114-17

Material Description	Cherry Crushed Concrete Companies	Southern Crushed Concrete, LLC	Prior Year Pricing
Cement Stabilized Sand, 1.5 sack, 7.05% cement	\$13.25/ton	NO BID	\$13.00/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Cement Stabilized Sand, 2 sack, 9.4% cement	\$15.25/ton	NO BID	\$15.00/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Cement Stabilized Base - Limestone, 1.5 sack, 7% cement	\$32.66/ton	NO BID	\$31.66/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Cement Stabilized Reclaimed Base - Crushed Concrete, 1.5 sack, 7% cement	\$24.00/ton	\$28.50/ton	\$23.00/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Bank Sand	\$60.00/load	NO BID	\$60.00/load
Minimum Truckload	Per Load		12 yards
Limestone Base	\$28.00/ton	NO BID	\$26.00/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Concrete Sand	\$23.50/ton	NO BID	\$17.50/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons
Crushed Concrete	\$16.50/ton	NO BID	\$12.00/ton
Hauling - 1st Mile	\$1.40		\$1.40
Hauling - Each Additional Mile	\$0.25		\$0.25
Minimum Truckload	15 tons		15 tons

Consent Agenda Item E

- E. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING CONTINUED PARTICIPATION IN THE CRIMINAL JUSTICE DIVISION - GENERAL VICTIM ASSISTANCE DIRECT SERVICES GRANT PROGRAM. *Mr. Jon Branson, Interim City Manager.***

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Consent Agenda
DATE SUBMITTED:	February 11, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Joel Hardy	PRESENTOR:	Jon R. Branson
REVIEWED BY:	Mike Hodge	REVIEW DATE:	February 19, 2014
SUBJECT: CJD General Victim Assistance Direct Services Grant			
EXHIBITS: Resolution No. 2014-17 Grant Application			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: N/A		AMOUNT BUDGETED: N/A	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance		X Legal	
		Ordinance	
		X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

The purpose of the Criminal Justice Division's (CJD) General Victim Assistance Direct Services Program is to provide grant funding in support of services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The City of Pearland has operated a Crime Victims Assistance program, having a liaison at the Pearland Police Department since 2002. The goal of the Victim's Assistance Program is to assist victims of crime, protect and advocate the rights of victims, provide information, and prevent further victimization. The liaison informs victims about police procedures, community resources and available programs

that will assist victims during the aftermath of a crime. The liaison also responds to after-hours emergencies.

Through September of 2013, the City will have received grant awards totaling \$696,436.70 from CJD since the beginning of FY10. CJD-administered funding has provided the City with \$450,903.70 in one-time Recovery Act funding for police radios and patrol-vehicle cameras, as well as a total of \$245,533 in ongoing federal pass-thru awards of Victim Services (VX) funding covering salary and benefits costs of the Pearland Police Department's Crime Victim Liaison – Gina Mendez. The maximum amount available for the continuation of the Crime Victim Assistance Grant is \$80,000, excluding the required 20 percent match, which can be provided in cash or in-kind contributions.

The City initially received \$67,500 in 2010-2011. We were awarded \$54,000 for 2011-2012, \$59,346 for 2012-2013, and \$64,687 for 2013-2014. Pearland is not requesting an increase for FY15 and is applying for \$64,687 for the coming year.

Funding, if awarded at the requested amount, will cover 100% salary and benefits costs for the Crime Victim Liaison – Gina Mendez, supporting the State's requirement that victims of crimes receive certain types of support and information from law enforcement agencies pursuant Article 56.02 of the Texas Code of Criminal Procedure. A resolution of the governing body is to be submitted authorizing the submission of the application.

SCOPE OF CONTRACT

As a grant recipient of federal pass-thru funds from the Office of the Governor – Criminal Justice Division, the City will be under contract to provide direct victim assistance services through its Crime Victim Liaison, in such a manner as to provide victims with access to local resources that assist them in recovering from the unfortunate experiences as victims of crime. Referrals to counselors, legal support, shelters, and other community-based resources assist victims with their efforts to regain the sense of normalcy and stability they deserve.

BID AND AWARD

Competitive scoring of all grant applications is conducted by the Criminal Justice Advisory Committee (CJAC) for HGAC and includes representation from local law enforcement and community-based organizations from throughout the Council of Government region for the HGAC COG. 5-minute presentations for applications with new proposals or increased budget requests are conducted and proposals are reviewed and scored. HGAC, as well as the Governor's Office, provide ongoing assistance to grant applicants throughout the process to ensure high quality proposals are submitted, scored, awarded and on file with the Governor's Office. This process involves a 6-month timeline that results in an award notification for successful grant applicants in August of each year. This is a cost-reimbursement program and will cover eligible, CJD-approved City expenditures.

SCHEDULE

- Applications due to HGAC – February 28, 2014
- HGAC Review/Revisions and Priority Hearings for New Requests and Budget Increases – March 2014
- HGAC Preliminary Scoring and Submission of Recommendations – April/May 2014
- HGAC to Office of the Governor – Criminal Justice Division (OOG–CJD) – May 2014
- OOG – CJD Review and Revisions – June – July 2014
- Grant Award Notifications – August 2014
- Grant Start Date – September 1, 2014

POLICY/GOAL CONSIDERATION

Based on past actions, City Council has found it in the best interest of the citizens of the City of Pearland to continue operation of the Pearland Police Department Victim Assistance Program in 2011, 2012, 2013 and 2014. In addition, Part C of Article 56.04 of the Texas Code of Criminal Procedure provides “each local law enforcement agency shall designate one person to serve as the agency’s crime victim liaison.” Also, past City Council strategic direction was to seek and secure grant funding.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Currently the City receives \$64,687 from CJD for this program and the FY15 request will be for this same amount. If funded, this will cover 100% of the salary and benefits for Gina Mendez – Crime Victim Liaison.

O&M IMPACT INFORMATION

Matching requirements are in place for participants of this program and the City is subject to provide a 20% contribution to the total program cost, which may be in the form of cash or in-kind support. This year’s request will be matched with 833 volunteer hours from two (2) intern positions that have historically and successfully provided the in-kind support required for participation in the program.

Fiscal Year	2012	2013	2014
	833 volunteer hours in-kind match @ \$20.25 national wage standard = \$16,875 for 20 percent required matching contribution	833 volunteer hours in-kind match @ \$20.25 national wage standard = \$16,875 for 20 percent required matching contribution	833 volunteer hours in-kind match @ \$20.25 national wage standard = \$16,875 for 20 percent required matching contribution

RECOMMENDED ACTION

Consideration and approval of a Resolution authorizing submission of the grant application to the Office of the Governor – Criminal Justice Division in the amount of \$64,687 for grant funding in support of the City's Crime Victim Liaison in the Pearland Police Department.

RESOLUTION NO. R2014-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING CONTINUED PARTICIPATION IN THE CRIMINAL JUSTICE DIVISION - GENERAL VICTIM ASSISTANCE DIRECT SERVICES GRANT PROGRAM.

WHEREAS, the City Council finds it in the best interest of the citizens of the City of Pearland that the Pearland Police Department Victim Assistance Program continue to be operated for portions of Fiscal Years 2014 – 2015 from September 1, 2014 to August 31, 2015; and

WHEREAS, City Council agrees, as referenced in application number 23623-05, to provide \$16,868 from in-kind contributions of time and effort of official Pearland Police Department civic volunteers and interns, based on prevailing wage rate calculations of \$20.25 per hour, for the said project as required by the Office of the Governor – Criminal Justice Division; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official and is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS;

Section 1. That the City Council approves submission of the grant application for the Pearland Police Department Victim Assistance Program to the Office of the Governor, Criminal Justice Division. Grant Number: 23623-05

RESOLUTION NO. R2014-

PASSED, APPROVED and ADOPTED this, the _____ day
of _____, AD., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Print This Page

Agency Name: Pearland, City of
Grant/App: 2362305 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Crime Victim Assistance Project
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460289097009

Application Eligibility Certify:

Created on: 12/16/2013 11:03:07 AM By: Joel Hardy

Profile Information

Applicant Agency Name: Pearland, City of
Project Title: Crime Victim Assistance Project
Division or Unit to Administer the Project: City of Pearland Police Department
Address Line 1: 3519 Liberty Drive
Address Line 2:
City/State/Zip: Pearland Texas 77581-5416
Start Date: 9/1/2014
End Date: 8/31/2015

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Brazoria
Counties within Project's Impact Area: Brazoria, Fort Bend, Harris

Grant Officials:

Authorized Official

User Name: Jon Branson
Email: jbranson@ci.pearland.tx.us
Address 1: 3519 Liberty Drive
Address 1:
City: Pearland, Texas 77581
Phone: 281-652-1674 Other Phone: 281-652-1662
Fax: 281-652-1708
Title: Mr.
Salutation: Mr.

Project Director

User Name: Joel Hardy
Email: jhardy@ci.pearland.tx.us
Address 1: City of Pearland - Finance Department
Address 1: 3519 Liberty Drive
City: Pearland, Texas 77581
Phone: 281-652-1795 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.

Financial Official

User Name: Claire Bogard
Email: cbogard@ci.pearland.tx.us
Address 1: 3519 Liberty Drive
Address 1:
City: Pearland, Texas 77581
Phone: 281-652-1671 Other Phone: 281-652-1755
Fax: 281-652-1707
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Joel Hardy
Email: jhardy@ci.pearland.tx.us
Address 1: City of Pearland - Finance Department
Address 1: 3519 Liberty Drive
City: Pearland, Texas 77581
Phone: 281-652-1795 Other Phone:

Fax:
Title: Mr.
Salutation: Mr.

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide direct services to victims only

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):
17460289097009

Data Universal Numbering System (DUNS): 020796397

Narrative Information

Primary Mission and Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award – None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences

Preference will be given to applicants that provide core services to victims and that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis

Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

0

Law Enforcement – any public agency charged with policing functions.

100

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

0

Court – any civil or criminal court system.

0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0

Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Victims are provided information and referral services based on culturally competent characteristics of community-based service offerings available in the region. Crime Victim Liaison staff and Police Officers participate in annual cultural diversity and racial profiling courses and workshops that reinforce the importance of maintaining and utilizing best-practices approaches to responding to the community's law enforcement needs when race, culture, nationality, age, gender and religious backgrounds are matters at hand for police. The City of Pearland's diverse workforce is comprised of individuals that enable it to respond to the diverse cultures and nationalities its population represents. The City of Pearland's diversity is evolving as its population dynamics grow each year. Thirty percent of the City of Pearland police force is made up of minorities, and women operate in a variety of roles, including but not limited to: police officers, records clerks, victim liaison, jailers, telecommunications operators and supervisors. Cultural competency and diversity are pillars of our approach to delivering effective government services, and our employees, citizens, victims of crimes, as well as alleged criminal perpetrators are all treated with the ideal levels of accord regarding race, age, gender and religiosity.

Culturally Specific and Underserved Populations

UNDERSERVED POPULATIONS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization must provide culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.

Does your agency serve culturally specific or underserved populations?

Yes

No

If you answered **YES** to the question above you must explain how in the box below.

The Pearland Police Department serves culturally-specific populations in ways that meet the specific needs of the local Hispanic population. Two crime victim assistance program staff possess high levels of cultural competencies where the Hispanic/Latino community is concerned, providing more than simple translation/language competencies.

Victim Referral Process

Describe how victims are referred to your agency:

Area organizations refer victims to the Police Department regularly. However, we have a noteworthy trend occurring in that crime victims themselves are using the internet to search for the Crime Victim Assistance Program and contacting us directly. The Women's Center of Brazoria County, Brazoria County Sheriff's Office, and citizen self-referrals are the majority of the ways in which the Crime Victim Assistance Program makes contact with victims. In addition, the liaison reviews the police caseload as a means to reaching out to victims that may not otherwise come forward with a request for assistance.

Services to Victims of Crime

Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services

Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers

Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Confidentiality

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Nondisclosure of Confidential or Private Information

Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Bonita Hall

Enter the Address for the Civil Rights Liaison:

3519 Liberty Drive Pearland, TX 77581

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

281-652-1656

Certification

Each applicant agency must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Crime victims regularly lack the proper support to recover from the traumatic and burdensome experiences resulting from the acts of violence and/or theft perpetrated against them. In addition, many victims fail to participate in prosecutorial efforts designed to hold criminals accountable for their illegal and harmful conduct, resulting in lack of evidence and/or testimony needed to find guilt. A challenging economy and growing population are resulting in a greater need for this type of assistance and support. Pearland's service activity data from prior year crime victim assistance efforts demonstrates that domestic violence, assault, robbery, and child sexual abuse are the top areas that require support from our police agency in this area.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

A 15 percent increase in the percentage of victims served from 2012 to 2013 occurred via the Pearland Crime Victim Assistance Program. A total of 90 more victims were served over 2012 in 2013, with notable increases in services being provided to victims of child physical/sexual abuse, assault, and robbery offenses. The types of services the program provided also saw some differences from 2012 - 2013. Increased follow-up provided 121 additional victims with home visits, information referrals, and/or contacts via mail. Personal advocacy, assistance with crime victim compensation fund applications, and referrals were provided to 114 additional victims in 2013 over 2012.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

According to the 2012-2013 Brazoria County Community Plan, the City of Pearland Crime Victim Liaison is a critical resource for meeting the priorities outlined in the current year's plan. This year's planning document has been designed to prioritize identified problems and it is clear that victim issues continue to remain an important part of our work. As stated in the Problem Statement, domestic violence and sexual assault are two areas that Pearland's Crime Victim Liaison has seen substantive cases requiring assistance for victims. On Page 35, Priority #1 states that "a growing population means a greater need for assistance to victims of domestic violence and sexual assault." In addition, on Page 36, Priority #2 states that there are insufficient services for crime victims and lack of full-time victim programs at many of the law enforcement agencies. Pearland's services are critical for a growing population and the need for our Crime Victim Liaison and the Victim Assistance Program remains an important one.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

It is the goal of the Pearland Police Department's Victim Assistance Program to provide a comprehensive continuum of services to victims of all violent crimes against persons, from immediate crisis intervention to all related follow-up services, including those that provide criminal justice support, advocacy for victims, emergency financial assistance through local and state agencies, and appropriate referrals to community-based social services.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

The City of Pearland's Police Department Victim Assistance Program works cooperatively with a number of organizations and agencies throughout the region. These entities receive and serve victims of crimes with shelter and crisis counseling, provide victims with advocacy support and financial assistance, provide accompaniment to court, hospitals and/or other agencies that provide assistance and services needed in times of victimization, and provide victims with identification of resources in and around the community that support victims of crimes. The various efforts being developed and implemented have resulted in working relationships being officiated for a number of different initiatives that continually support the Victim Assistance Program, and the City of Pearland Police Department has several cooperative working agreements in place; including those with: Brazoria County Community Supervision and Corrections Department Victim Services Program - General Services; Eagles Lift Ministries - Shelter for homeless teenage victims of abuse; Bay Area Turning Point -

Advocacy, intervention, sexual assault/domestic violence training for police, accompaniment; Innovative Alternatives, Inc. - victim's referral services; City of Pearland Municipal Court - prosecution and adjudication of cases, as well as participation in training; and Texas Department of Public Safety.

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Our program is currently on schedule, if not exceeding performance in certain areas, as to its accomplishment of the stated objectives in its existing project. Volunteer contributions of time are exceeding expectations and the support from these unpaid assistance resources is greatly valued by the Police Department, victims, and the general citizenry of Pearland.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Crime victims regularly lack the proper support to recover from the traumatic and burdensome experiences resulting from the acts of violence and/or theft perpetrated against them. Pearland's service activity data from prior year crime victim assistance efforts demonstrates that domestic violence, assault, robbery, and child sexual abuse are the top areas that require support from our police agency in this area. It is the goal of the Pearland Police Department's Victim Assistance Program to provide a comprehensive continuum of services to victims. The City of Pearland's Police Department Victim Assistance Program works cooperatively with a number of organizations and agencies throughout the region. These entities receive and serve victims of crimes with shelter and crisis counseling, provide victims with advocacy support and financial assistance, provide accompaniment to court, hospitals and/or other agencies that provide assistance and services needed in times of victimization, and provide victims with identification of resources in and around the community that support victims of crimes. In 2012, exactly 50% of Pearland's crime victim assistance activities served victims of domestic violence. Close to 10% served victims of adult and/or child sexual abuse. Overall, abuse and assault crimes comprised 77% of the total number of victims served by the Crime Victim Liaison in 2012. Our program is currently on schedule, if not exceeding performance in certain areas, as to its accomplishment of the stated objectives in its existing project

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

2

Domestic Abuse Percentage (%):

51

Child Abuse Percentage (%):

9

DUI / DWI Crashes Percentage (%):

6

Survivors of Homicide Percentage (%):

5

Assault Percentage (%):

13

Adults Molested as Children Percentage (%):

1

Elder Abuse Percentage (%):

1

Robbery Percentage (%):

9

Stalking Percentage (%):

1

Dating/Acquaintance Violence Percentage (%):

1

Human Trafficking Percentage (%):

1

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	93.00	Emergency services provided to help victims during the crisis phase. Crisis counseling via telephone and face-to-face, including referrals, are included in these activities. Providing accompaniment to hospitals and to court, as well as advocacy and legal support are included in this area. The program, in this area, also assists with providing the victim and/or their family members and loved ones, with transportation, information about other programs that may offer emergency financial assistance to crime victims and/or low-moderate income families in need, access to medical services and/or shelter. The City is investigating the ability to provide additional emergency financial assistance for crime victims which may be provided via Pearland Neighborhood Center's issuance of Emergency Subsistence payments to eligible clientele through HUD Community Development Block Grant funds.
Legal Advocacy	7.00	The program provides victims with information about their rights and provided with comprehensive follow-up support often needed to maintain their involvement and engagement in any ensuing investigations. Education and awareness of options involved in the process of prosecuting an alleged offender may be necessary to help the victim make a warranted decision about a particular case they are involved in. The program may assist in providing education about filing temporary restraining orders, injunctions and other protective orders.

Geographic Area:

The City of Pearland and its incorporated areas of Brazoria County, Harris County and Fort Bend County.

Target Audience:

Victims of crimes such as sexual assault, domestic violence, theft, burglary, robbery, assault, and others, as well as those crimes that affect the families of crime victims. The types of crime victims served are based on the historical types of victims the Crime Victim Liaison sees over the course of a typical program period of performance.

Gender:

The City of Pearland's Victim Assistance Program provides services to male and female victims.

Ages:

The City of Pearland's Victim Assistance Program assists victims of all ages.

Special Characteristics:

The Victim Assistance Program for the City of Pearland Police Department will place special emphasis on developing and enhancing resources that impact victims of domestic violence and assault, which collectively make up 40 percent of offenses addressed by the Victim Assistance Program.

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of times survivors are accompanied to court.		
Number of victims seeking services who were not served.		
Number of victims / survivors seeking services who were served.		
Number of survivors assisted through the legal process.		

Number of survivors assisted with crime victim compensation applications.		
Number of survivors receiving crisis counseling.		
Number of survivors receiving information and / or referral (in person / by phone).		

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

1927631

Enter the amount (\$) of State Grant Funds:

61249

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes
 No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEO and keep it on file.

- The applicant agency is required to formulate an EEO in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEO is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEO is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEO is required to be on file in the office of (enter the name and address where the EEO is filed below):

Enter the name of the person responsible for the EEO and the address of the office where the EEO is filed:

Bonita Hall 3519 Liberty Drive Pearland, TX 77581 (281) 652-1656

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEO and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEO is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEO has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
 Type II Entity
 Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

Yes

No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
		The Community Relations and Coordination role is actually entitled Crime Victim Liaison and fills the role designated as required by the State of Texas Article 56.04. The CVL provides support for victims in attempts to						

<p>Personnel</p>	<p>Community / Social Service Specialist</p>	<p>alleviate the emotional trauma incurred as the result of a crime. This person will provide crime victims with written notification of their rights, referrals to community-based resources that can help them deal with the aftermath of a crime, helping them to experience the restoration and stability needed to return to normal. The Liaison contacts victims by mail, telephone or in person, generally within 48 hours of receiving a police report unless the victim contacts the office directly, and initiates the process of providing appropriate types of assistance. The CVL typically works a 40 hour work week, Monday through Friday from 8am to 5pm. However, as the administration and organization of duties, call-out services, accompaniment duties and emergency matters demand, evenings and weekend duties may occur. The CVL maintains grant guideline compliance and completion of all progress reports, promotes the availability of resources to the community through education and awareness activities, trains other officers and para-professionals in the various areas needed to coordinate effectively, and also manages program volunteers and interns. Volunteers and interns are recruited, trained, supervised and evaluated by the CVL and various incentives for the promotion of volunteerism are coordinated by the Liaison as well. The CVL also conducts networking and interaction with other local, county and state level service-providers, assisting other agencies as much as practically possible. Accompaniments to court, hospitals, community organizations and investigative meetings are often required. The CVL must quickly obtain police reports filed by victims in order to make proper contact with them to provide the emotional support, information, referrals, and criminal justice information designed to make them whole again. In addition, the Liaison advises the eligible victims of the Texas Crime Victims Compensation Act and assists them with the application for financial assistance from the compensation fund. Attending meetings with various local networks and associations that allow fellow professionals to share information, strategies and tactics used as best practices approaches to restoring victims is a regular task of the CVL. The CVL maintains an On-Call status and shall be available, once again, after hours and on weekends for emergencies and extenuating circumstances required the Liaisons presence and skills. \$64,687 is being requested to provide 100% of personnel costs for the position in Year 4 of our CJD-funded program. The in-kind match of \$16,868.25 from 833 hours of volunteer/intern contributions of time at the \$20.25</p>	<p>\$64,687.00</p>	<p>\$0.00</p>	<p>\$0.00</p>	<p>\$0.00</p>	<p>\$64,687.00</p>	<p>100</p>
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		standard wage rate calculation for volunteers, will result in a total match percentage of 21.						
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	One to two volunteers/interns will provide a combined total of 833 hours of volunteer time @ \$20.25 per hour based on national wage standard calculation per hour for volunteer time. Inclusive of a six-week probationary period and a four-month commitment to the program, volunteers/interns are provided via our partnership with University of Houston - Clear Lake. They must provide four hours each week at minimum, and work to provide the program with support for administrative duties, follow-up contacts, filing crime victim compensation applications, referrals to local agencies and crisis counseling, and assistance with the reporting requirements. The objective of the volunteer/intern program is to expose potential criminal justice professionals, at the post-secondary education level, to the experience of providing victims with these services with the hope that someday they may choose a career as a crime victim liaison or similar role. Volunteers/interns are subject to certain restrictions involving their access to victims and information, and are also restricted from performing duties that they are not credentialed or licensed to provide, such as counseling or interventions involving serious cases. Research, coordinating efforts with staff, and assisting with the logistics of supporting victims are key elements of the volunteer/intern activities.	\$0.00	\$0.00	\$16,868.00	\$0.00	\$16,868.00	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Volunteer/Intern contribution of 833 hours of time/effort @ 20.25 is the In-Kind Match source	In Kind Match	\$16,868.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$16,868.00	\$0.00	\$16,868.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$64,687.00	\$0.00	\$16,868.00	\$0.00	\$81,555.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$64,687.00	\$0.00	\$16,868.00	\$0.00	\$81,555.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** jbranson

New Business Item No. 1

1. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-19** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A TAX ABATEMENT AGREEMENT.
Mr. Darrin Coker, City Attorney.

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF: February 24, 2014	ITEM NO.: Resolution No. R2014-19
DATE SUBMITTED: February 14, 2014	DEPT. OF ORIGIN: PEDC
PREPARED BY: Matt Buchanan	PRESENTOR: Darrin Coker
REVIEWED BY: Darrin Coker	REVIEW DATE:
SUBJECT: Tax Abatement Agreement – Amerlux	
EXHIBITS: R2014- 19 Tax Abatement Agreement	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: N/A AMOUNT AVAILABLE: ACCOUNT NO.: ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	AMOUNT BUDGETED: PROJECT NO.:
To be completed by Department: Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

The City and PEDC have been working with Amerlux Exterior Lighting, LLC (Amerlux) since June 2012 to expand into a new facility in our community. The company arrived in Pearland in 2008 when it acquired Dynamic Lighting, an existing company. It is experiencing significant growth and has outgrown its current leased location, which is located at 5220 Shank Road. Amerlux conducted a site search for its new facility and they have identified an approximately 11 acre Greenfield site in the Lower Kirby District as its preferred location. The Pearland site is located to the southeast of N. Spectrum Blvd and Kirby Drive.

The proposed facility would include office, manufacturing and warehouse area in an 80,000 sq. ft. tilt-up concrete building. The structure will be of similar quality and style to the Cardiovascular Systems and Merit Medical facilities. Amerlux would retain 65 existing employees and create 20 new positions within 5 years. Investment in land, building and equipment is estimated at \$9M.

Amerlux is a privately held manufacturer of architectural grade lighting solutions for retail, supermarket, hospitality, commercial, and outdoor lighting markets. Founded in 1984, Amerlux is headquartered in Fairfield, New Jersey.

We are proposing to provide the company tax abatement on real and fixed property over a 7-year period at the following rates:

2015 - 2018 75%

2019 - 2021 50%

In January, the City Council held a public hearing and approved a reinvestment zone for the proposed site.

RECOMMENDED ACTION

Authorize the City Manager to execute the tax abatement agreement with Amerlux Exterior, LLC.

RESOLUTION NO. R2014-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
ENTER INTO A TAX ABATEMENT AGREEMENT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Tax Abatement Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Tax Abatement Agreement.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

WHEREAS, the Improvements, as defined below, constitute a major investment within the Reinvestment Zone that will substantially increase the appraised value of property within the zone and will contribute to the retention or expansion of primary and secondary employment within the City; and

WHEREAS, there will be no substantial adverse affect on the provision of city services or on its tax base, and the planned use of the Premises will not constitute a hazard to public safety, health, or welfare; and,

WHEREAS, but for the benefits provided through this Tax Abatement Agreement, the Improvements as defined below would not be made in the City; and

WHEREAS, the Companies declare that they will be the sole beneficiaries of the benefits provided through this Tax Abatement Agreement and that they will not share any portion of the proceeds of the benefits received through this Tax Abatement Agreement with any other party as compensation or award for consulting or other services received by the Companies contingent upon the successful execution of this Agreement;

T H E R E F O R E: For and in consideration of the mutual agreements and obligations set forth below, the sufficiency of which is hereby acknowledged by the parties hereto, the Companies and the City mutually agree as follows:

1. PREMISES: The property subject to this Agreement shall be only that property described by metes and bounds and map attached hereto as **Exhibit "A"** (the "Premises").

2. CONFLICT OF INTEREST: The City represents and warrants that the Premises does not include any property that is owned by a member of its council or boards, agencies, commissions, other governmental bodies or employees approving, or having responsibility for the approval of, this Agreement.

3. ABATEMENT: Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the City, a portion of ad valorem property taxes assessed to the Premises and certain Improvements only as defined herein and otherwise owed to the City shall be abated. The City hereby acknowledges that it is not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement or would conflict with the provisions of this Agreement. This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement (the "Effective Date"). In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the increased

value of the Premises due to the Improvements defined herein, exclusive of future or other capital investment made at the Premises not contemplated herein, over the market value as of January 1st in the year in which this Agreement is executed. The abatement for URE as herein provided shall be for the following years and in the following amounts: 1) Seventy-Five percent (75%) of the taxes assessed upon the increased value of the Building, Fixed Machinery and Equipment and Fixed Improvements set forth below exclusive of future or other capital investment made at the Premises, annually for a period of four (4) years beginning January 1, 2015 and ending December 31, 2018; 2) Fifty percent (50%) of the taxes assessed upon the increased value of the **Building**, Fixed Machinery and Equipment and Fixed Improvements set forth below exclusive of future or other capital investment made at the Premises, annually for a period of three (3) years beginning January 1, 2019 and ending December 31, 2021;

4. FUNDING CONDITIONS: The Companies must meet or cause to be met all of the following: Lease Agreement, Capital Improvement and Job Creation conditions described in (a), (b) and (c) below (“Funding Conditions”), or Companies shall be jointly and severally liable for liquidated damages and/or repayment of abated taxes in accordance with this Agreement:

a. Lease Agreement: URE and Amerlux shall execute an agreement providing for the construction and lease of an approximately 80,000 sf manufacturing and regional headquarters facility (“Facility”) on the Premises. Amerlux, as the tenant under the lease, shall maintain operations at the Facility for the term of this Agreement.

b. Capital Improvements: URE and/or Amerlux shall construct various improvements on the Premises, which when complete shall have a minimum investment value of four million dollars (\$4,000,000) for the real property and/or improvements (“Fixed Improvements”) and four million one hundred thousand dollars (\$4,100,000) in other “Ineligible Property” (i.e., personal property and inventory) which shall be substantially complete on or before July 1, 2015; provided, that the Companies shall have such additional time to complete the Improvements as may be required in the event of “force majeure” (as set forth herein) if the Companies are diligently and faithfully pursuing completion of the Improvements. The date of completion of the Improvements (the “Improvement Completion Date”) shall be defined as the date a Final Certificate of Occupancy is issued by the City.

c. Job Creation: Amerlux shall create and retain a minimum of 85 “Employment Positions,” as defined herein, in accordance with the following schedule:

- 1) Employment Positions 65 total by the 60th day following January 1, 2016.;
- 2) Employment Positions 70 total by the 60th day following January 1, 2017;
- 3) Employment Positions 75 total by the 60th day following January 1, 2018;
- 4) Employment Positions 80 total by the 60th day following January 1, 2019;
- 5) Employment Positions 85 total by the 60th day following January 1, 2020.

Amerlux shall demonstrate compliance with this Section by maintaining a minimum of ninety five percent (95%) or more of the required Employment Positions at the Premises for the entire duration of this Agreement. Employment Positions, for purposes of this Agreement, shall only be counted if the number of Employment Positions is greater than the total number of Employment Positions located at the Facility when this Agreement is executed (the “Threshold”).

d. Employment Positions. For the purposes of this Agreement, “Employment Positions” shall be defined as Amerlux’s jobs meeting all of the following criteria:

- 1) New full-time employment positions (at least 2000 hours annually per employee) in the City that are located at the Premises ; and
- 2) The Employment Positions must have an average annual gross compensation of at least \$32,000.00 per year (excluding benefits); and
- 3) Medical benefits must be provided for each Employment Position.

5. APPLICATION FOR TAX ABATEMENT: Amerlux agrees and covenants that the information provided in the Application for Tax Abatement attached hereto as **Exhibit "B"** is true and correct and that any materially false or misleading information provided to applicable taxing jurisdictions shall be an event of default and grounds for termination of this Agreement.

6. GOOD FAITH, COMPLIANCE AND CONSIDERATION: The Companies agree and covenant that they will diligently and faithfully, in a good and workmanlike manner, pursue completion of the Improvements as a good and valuable consideration of this Agreement. The Companies further covenant and agree that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, Companies shall thereafter, from the date a Final Certificate of Occupancy is issued until the expiration of this Agreement, continuously operate and maintain the Premises and limit the use of said Premises to that use which is consistent with the terms of this Agreement and the general purpose of encouraging development or redevelopment of the Reinvestment Zone during the period that this Agreement is in effect.

7. ANNUAL COMPLIANCE VERIFICATIONS: No later than 60 days after December 31, 2014, and continuing every year thereafter through 2020, Amerlux shall deliver to the City an Annual Compliance Verification, in the form of **Exhibit "C"** attached hereto, signed by a duly authorized representative of Amerlux and URE certifying the following information:

- a. the number Employment Positions created and maintained by Amerlux on the Premises, the general description the Employment Positions existing as of December 31st of the preceding year and the wage information for all Employment Positions; and
- b. the appraised value, as determined by the Central Appraisal District, of the Improvements as defined herein, supporting evidence that the Improvements were constructed or installed on or before the Improvements Completion Date and a general description of the Improvements existing as of December 31st of the preceding year

There shall be a total of seven (7) Annual Compliance Verifications submitted to the City in years 2014 through 2020. Each Annual Compliance Verification shall include specific back-up information supporting the Employment Position data. Furthermore, all Annual Improvement Compliance Verifications shall consist of a certified copy of the appraised value of the Improvements as shown by the Central Appraisal District supported by all correspondence, renditions, appeals or contests and settlement of appraised value and

shall provide appropriate back-up data for the Improvements exclusive of other investments made at the Premises.

8. CERTIFICATION OF GOOD STANDING/DELINQUENT TAXES: By execution of this Agreement, the Companies certify that they are companies in good standing under the laws of the State in which they were formed or organized, and that they have provided the City evidence of such. In addition, the Companies certify that they owe no delinquent taxes to any taxing unit of the State of Texas, the City or any other local tax levying political subdivision with jurisdiction to levy taxes in or on the operations and property of the Companies at the Premises.

9. CERTIFICATION RELATING TO UNDOCUMENTED WORKERS: By execution of this Agreement, the Companies, including any business, branch, division, and department of the Companies, certify that they do not and will not knowingly employ an undocumented worker (as defined by Texas Government Code Section 2264.001(4)). If after any abatement of taxes under this Agreement and during the term of this Agreement, the Companies, or a business, branch, division, or department of the Companies, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Companies shall repay the amount of any funds abated plus interest at the rate of 8% per year. The repayment shall be due and owing not later than the 120th day after the date of the conviction without the requirement of notice from the City.

10. ACCESS TO PREMISES: The Companies further agree that the City, its agents and employees shall have the right to enter upon the Premises at any reasonable time to inspect the Improvements in order to determine whether the construction of the Improvements is in accordance with this Agreement and all applicable federal, state, and local laws, ordinances, and regulations or valid waiver thereof. After completion of the Improvements, the City shall have the continuing right to enter upon and inspect the Premises at any reasonable time during normal business hours, after 24 hours notice has been given, to determine whether the Premises are thereafter maintained and operated in accordance with this Agreement and all applicable federal, state, and local law, ordinances, and regulations. The City shall conduct at least one inspection annually to ensure compliance with the guidelines contained in Resolution No. R2013-14. Notwithstanding any other provision of this Agreement, if the City determines that a violation of a federal, state, or local law, ordinance or regulation exists on the Premises, the City may, in addition to any other authorized enforcement action, provide to the Companies written notice of such violation. For the purposes of this Agreement, the Companies shall have thirty (30) days from the date of the notice to cure or remedy such violation. If the Companies refuse to cure or remedy the violation within such thirty (30) day period, the Companies are subject to the forfeiture, at the discretion of the City, of any right to any tax

abatement for the period of such violation through to the end of the period covered by this Agreement.

11. LIQUIDATED DAMAGES:

a. Funding Condition Targets. As set forth herein, during the term of this Agreement, Amerlux shall deliver to the City an Annual Compliance Verification, signed by Amerlux and URE, demonstrating compliance with the Funding Conditions of this Agreement for the preceding year. If Amerlux fails to timely provide an Annual Compliance Verification or provides an Annual Compliance Verification that demonstrates the Companies failed to meet a Funding Condition target(s) for that year, then the City may, at its sole discretion and in addition to all other remedies for the recapture of lost tax revenue provided herein, require the Companies to pay liquidated damages up to the amount of the abatement received for the year in which the Companies did not meet the Funding Conditions.

b. General Provisions Related to Liquidated Damages: Liquidated damages provided for herein shall be construed in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, and shall include all taxes which otherwise would have been paid to the City without the benefit of abatement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) and shall become a debt to the City and shall be due, owing and paid to the City as liquidated damages subject to the expiration of any cure period or the termination date, whichever is applicable. The City shall retain all remedies for the recapture and collection of the lost tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes and in accordance with Resolution No. R2013-14. The Companies shall be jointly and severally liable to the City for any liquidated damages contemplated herein.

12. DEFAULTS AND REMEDIES:

a. Each of the following occurrences, acts or omissions of Amerlux and/or URE shall constitute an act of default of the Companies under this Agreement:

- 1)** The failure to meet the Capital Improvements Funding Conditions by the Improvement Completion Date.

- 2) The failure to provide or submit Annual Compliance Verification Report(s) as required by this Agreement.
- 3) The failure to meet any Capital Improvement or Job Creation Funding Conditions of this Agreement.
- 4) The Companies allow their ad valorem taxes owed to any taxing jurisdiction to become delinquent, and fail to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes.
- 5) Amerlux, LLC ceases to lease the facility.

b. In the event of a default of the terms of this Agreement, the City shall provide the Companies written notice of such default, which notice shall be delivered by personal delivery or certified mail to:

Frank Weston
Amerlux, LLC
23 Daniel Road East
Fairfield, NJ 07004

Unicorn Real Estate Investment-Texas, LLC
c/o Amerlux, LLC
23 Daniel Road East
Fairfield, NJ 07004

With courtesy copy to:
Anthony J. Marchetta, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054-2891

c. If Amerlux and/or URE fail to satisfactorily cure a default under this Agreement within thirty (30) days of the date of receiving written notice to cure the default, this Agreement may be terminated by the City at its discretion without further notice or liability to the Companies. In the event Amerlux and/or URE fail to cure a default within thirty (30) days of receiving such written notice to cure, the Companies shall immediately refund to the City any amounts abated under this Agreement , plus interest at the rate of 8% per year, compounded annually from January 1 of the year prior to the default occurs (“Default Year”) to the date of payment of the refunded taxes.

d. Amerlux shall provide the City a written notice a minimum of thirty (30) days before any of the Employment Positions or Improvements are moved from the Premises that would result in a reduction below the then required Employment Positions. In the event that Amerlux shall move any of the Employment Positions or Improvements required by this Agreement from the Premises during the term of the Agreement, the City in its sole discretion, may terminate this Agreement and require the Companies to immediately refund, to the City, all or a portion of the taxes previously abated under this Agreement , plus interest at the rate of 8% per year, compounded annually from January 1 of the year following the execution of this Agreement to the date of repayment.

e. All taxes abated herein shall be deemed due and owing to the City at any point that Amerlux and/or URE cannot pay their respective bills as they come due. If after Amerlux and/or URE is no longer able to pay its bills as they come due, it files for protection from its creditors by any chapter of the bankruptcy code, the City may, at its discretion, pursue the abated taxes as a creditor in the bankruptcy for unpaid property taxes subject to any and all tax liens applicable thereto.

13. CITY AUDIT RIGHTS:

a. **Duty to Maintain Records.** The Companies shall maintain adequate records to support its compliance with the terms of this Agreement. The Companies shall also maintain such records as are reasonably deemed necessary by the City and auditors of the City, or such other persons or entities designated by the City, to ensure proper accounting for all costs and performances related to this Agreement.

b. Records Retention. The Companies shall maintain and retain for a period of four (4) years after the submission of the final Annual Compliance Verification report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final Annual Compliance Verification report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis for the calculation of full time positions.

c. Audit Trails. Appropriate audit trails shall be maintained by the Companies to provide accountability for updates and changes to automated personnel and financial systems. Audit trails maintained by the Companies shall, at a minimum, identify the changes made, the individual making the change and the date the change was made. An adequate history of transactions shall be maintained by the Companies to permit an audit of the system by tracing the activities of individuals through the system. The Companies' automated systems provide the means whereby authorized personnel have the ability to audit and establish individual accountability for any action that can potentially cause access to, generation of, or modification of information related to the performances of this Agreement. The Companies agree that their failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the performances were not performed.

d. Access. The Companies shall, upon reasonable advance notice, grant the City, or such other persons or entities designated by City for the purposes of inspecting, auditing, or copying such books and records, access, during normal business hours on a not to interfere basis, to all paper and electronic records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement,. All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by City, or such other persons or entities designated by City in accordance with all applicable state and federal laws, regulations or directives. Amerlux and/or URE will direct any subcontractor with whom it has established a contractual relationship to discharge their obligation to likewise permit access to, inspection of, and reproduction of all books and records of their subcontractor(s) which pertain to this Agreement.

e. Location and Reimbursement. Any audit authorized herein shall be conducted at the Premises during normal business hours and conducted at City's expense and in a manner not to unreasonably interfere with Amerlux's or URE's business; provided all reasonable costs incurred by City in conducting any such audit shall be reimbursed by Amerlux and/or URE in the event such audit reveals an aggregate discrepancy in any of the reporting of compliance as required by this Agreement. If any audit or examination reveals that the reports for the audited period are not accurate for such period, then Amerlux and/or URE shall reimburse the City in accordance with Section 11 of this Agreement.

f. Corrective Action Plan. If an audit reveals any discrepancies or inadequacies which must be remedied in order to maintain compliance with this Agreement, Amerlux and/or URE agree, within thirty (30) calendar days after their receipt of the audit findings, to propose and submit to the City a corrective action plan to correct such discrepancies or inadequacies subject to the approval of the City. The Companies further agree that the sole cost to complete the corrective action shall be the responsibility of the Companies, and implementation shall be within thirty (30) calendar days after the City approves the corrective action plan.

g. Reports. Amerlux and/or URE shall provide to the City periodic status reports in accordance with the City's audit procedures regarding the their resolution of any audit-related compliance activity for which they are responsible.

14. REPORTS AND BRIEFINGS: In a manner consistent with the need to protect privacy and the intellectual property of the Companies and third parties, the Companies will provide periodic briefings as reasonably requested by the City on the general activities, economic impact and progress of the new project development and business operations in Texas.

15. USE AND RETENTION OF CITY CRAFTSMEN, TRADES AND SUPPLIERS: Although not an event of default or a condition to this Agreement, the City requests that the Companies satisfy its need for additional employees from City of Pearland, Texas, residents and purchase all materials, supplies and services necessary to affect the occupancy of the property from City of Pearland merchants and businesses.

16. COMMUNITY INVOLVEMENT: Although not an event of default or condition of any advance hereunder, the Companies agree to actively participate in community and charitable organizations and/or activities, the purpose of which are to

improve the quality of life in the City of Pearland, Texas, and to actively encourage its employees to be involved in such organization and/or activities.

17. FINANCIAL INFORMATION: The Companies shall furnish the City, if requested, on an annual basis by February 28 of each year throughout the term of this Agreement, information regarding the general business status, market and general summary financial updates regarding the Companies.

18. INDEMNITY AND HOLD HARMLESS: THE COMPANIES HEREBY AGREE TO RELEASE, ACQUIT, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL KINDS OF CLAIMS, DEMANDS, LOSSES, DAMAGES, INJURIES, RIGHTS, CAUSES OF ACTION, OR JUDGMENTS OF WHATSOEVER CHARACTER OR NATURE, INCLUDING ATTORNEYS' FEES, WHICH MAY ARISE AS A RESULT OF ACTION OR OMISSION BY URE AND/OR AMERLUX UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION REFLECT THE EXPRESSED INTENTIONS OF THE COMPANIES AND THE CITY AND SHALL SURVIVE THE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT.

19. EXPRESS NEGLIGENCE. THE INDEMNITY SET FORTH IN THIS AGREEMENT IS INTENDED TO BE ENFORCEABLE AGAINST THE COMPANIES AND THEIR SUCCESSORS AND ASSIGNS IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF THE CITY.

20. GENERAL PROVISIONS

a. Authority. Each party represents that it has obtained all necessary authority to enter into this Agreement.

b. Relationship of Parties and Disclaimer of Liability. The parties will perform their respective obligations under this Agreement as independent contractors and not as agents, employees, partners, joint ventures, or representatives of the other party. Neither party can make representations or commitments that bind the other party. The Companies are not a "governmental body" by virtue of this Agreement or the City's granting of an abatement.

c. Limitation of Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

d. Term. The term of this Agreement commences on the Effective Date of this Agreement and continues until **December 31, 2021** unless terminated earlier pursuant to the terms of this Agreement.

e. Termination for Cause. Either party may terminate this Agreement for Cause upon thirty (30) days prior written notice to the other party. "Cause" is any failure to perform a material obligation under this Agreement within the specified time; including the Companies' failure to comply with any Funding Conditions contained herein. The sole remedy for any termination for Cause (and for the "cause" giving rise to the termination) shall be that each party is relieved of its obligation to perform hereunder; however, following termination by the City, the Companies will continue to be obligated to the City for liquidated damages and/or repayment of abated taxes in accordance with applicable provisions of this Agreement.

f. Dispute Resolution and Applicable Law.

1) Informal Meetings. The parties' representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes.

2) Applicable Law and Venue. This Agreement is made and entered into in the state of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the state of Texas, without regard to any otherwise applicable conflict of law rules or requirements. The Companies agree that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the State of Texas in any court with proper jurisdiction to hear this matter closest to the City Hall of the City of Pearland, and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. The Companies hereby waive and agree not to assert by way of motion, as a defense, or otherwise, in any suit, action or

proceeding, any claim that (a) the Companies are not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding is improper.

21. MISCELLANEOUS PROVISIONS

- a. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.
- b. Merger.** This document constitutes the final entire agreement between the parties and supersedes any and all prior oral or written communication, representation or agreement relating to the subject matter of this Agreement.
- c. Severability.** Any term in this Agreement prohibited by, or unlawful or unenforceable under, any applicable law or jurisdiction is void without invalidating the remaining terms of this said Agreement. However, where the provisions of any such applicable law may be waived, they are hereby waived by either party, as the case may be, to the fullest extent permitted by the law, and the affected terms are enforceable in accordance with the parties' original intent.
- d. Survival of Promises.** Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to payment or repayment of abated taxes and/or liquidated damages, confidentiality, disclaimers and limitation of liability, indemnification, and any other provision implying survivability will remain in effect after this Agreement ends.
- e. Binding Effect.** This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties and their successors and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to each of the parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the parties hereto.

f. Successors and Assigns/Notice. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be transferred or assigned by the Companies only upon written permission by the City in accordance with Resolution R2013-14, which permission shall not be unreasonably withheld. No assignment shall be approved if the assignor or assignee is indebted to the City for ad valorem taxes or other obligations. The Companies, or any legal successor thereto or prior assignee thereof, may assign its rights and obligations under this Agreement, including by merger or operation of law, to any legal successor or any person or entity that acquires all or substantially all of its business and operations. In addition, with the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, the Companies, or any legal successor to the Companies or prior assignee thereof, may assign its rights and obligations under this Agreement to any parent or wholly owned subsidiary that it currently has in place or later establishes, if it is constituted as a separate legally recognized business entity. Any such assignment will be made without additional consideration being payable to the City. This Agreement shall survive any sale, change of control or similar transaction involving the Companies, any successor thereto or prior assignee thereof and no such transaction shall require the consent of the City. The Companies shall provide the City written notice of any assignment, sale, change of control or similar transaction pursuant to this section as soon as possible and in no event not later than thirty (30) calendar days following such event.

g. Force Majeure. Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, interruption of utilities from external causes.

h. Notice. All notices, requests, demands and other communications will be in writing and will be deemed given and received (i) on the date of delivery when delivered by hand or via electronic mail, (ii) on the following business day when sent by confirmed simultaneous telecopy and (iii) on the following business day when sent via overnight courier (e.g., Federal Express).

22. AGRICULTURAL VALUATION: It is understood and agreed by the City and the Companies that if the Premises has been designated and taxed as agricultural land pursuant to Chapter 23, Subchapter C, Tax Code, V.A.T.S., this Agreement shall not be effective and no abatement granted until the Companies has removed the agricultural use designation and all taxes due pursuant to Section 23.55, Tax Code, V.A.T.S., as amended, (roll back taxes) have been paid.

23. CITY AUTHORIZATION: This Agreement was authorized by Resolution of the City Council at its council meeting on the **24th** day of February, 2014, authorizing the City Manager to execute the Agreement on behalf of the City.

24. SUBORDINATION: Notwithstanding any other provision of this Agreement, any payment under this Agreement is subordinated to the payment in full of all obligations owed, from time to time, by the Companies to JPMorgan Chase Bank, N.A. (the "Bank"), including, without limitation, all amounts due or to become due, under (i) that Amended and Restated Credit Agreement, dated May 25, 2012, among Maker, Unicorn HRO, LLC and the Bank, as amended or amended and restated from time to time and (ii) that Joint and Several Full Guaranty of Payment, dated January 8, 2014, provided in connection with the Loan Agreement, dated January 8, 2014, between the Bank and Unicorn Real Estate Investment, a New Jersey limited liability company.

Witness our hands this _____ day of _____, _____.

ATTEST:

CITY

By: _____
Young Lorfing, TRMC
City Secretary

By: _____
Jon Branson
Interim City Manager

APPROVED AS TO FORM:

By: _____
Darrin M. Coker
City Attorney

AMERLUX, LLC.

By: _____
Frank Weston
Chief Financial Officer

UNICORN REAL ESTATE, LLC.

By: _____
Name
Title

THE STATE OF _____ ,
COUNTY OF _____ ,

BEFORE ME, the undersigned Notary Public, on this day personally appeared Name, Title of Unicorn Real Estate, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D., 20_____.

NOTARY PUBLIC, STATE OF
Printed Name: _____
Commission Expires: _____

Exhibit "A"

PREMISES

Property Description

METES AND BOUNDS DESCRIPTION
11.0139 ACRES
LOCATED IN THE
JAMES HAMILTON SURVEY, A-876
HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 11.0139 acres of land or 479,764 square feet, located in the James Hamilton Survey, Abstract 876, Harris County, Texas, Said 11.0139 acre tract being out of and a part of a 18.065 acre tract of record in the name of Spectrum 86 Partners, L.P. in Harris County Clerk's File (H.C.C.F.) Number 20060169567, said 11.0139 acre tract being out of and a part of Lots 55, 55-1/2, 56 and 56-1/2, Block "F" of the Allison-Richey Gulf Coast Homes Subdivision of record in Volume 3, Page 40 in the Map Records of Harris County (H.C.M.R.), Texas; Said 11.0139 acre tract being more particularly described as follows (bearings based on said deed):

BEGINNING at a 5/8 inch iron rod found for the southwest corner of aforesaid 18.065 acre tract, being the northwest corner of a called 0.6680 acre tract dedicated to the public for Right-of-Way (R.O.W.) purposes in Film Code Number 640056, H.C.M.R., and being on the east R.O.W. line of Kirby Drive (width varies);

THENCE, coincident the west line of aforesaid 18.065 acre tract and the east R.O.W. line of aforesaid Kirby Drive, the following three (3) courses:

1. North 02 degrees 17 minutes 03 seconds West, a distance of 187.52 feet to a 5/8 inch iron rod found;
2. North 07 degrees 28 minutes 43 seconds West, a distance of 165.68 feet to a 5/8 inch iron rod found;
3. North 02 degrees 17 minutes 03 seconds West, a distance of 114.41 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of the herein described tract;

THENCE, through and across aforesaid 18.065 acre tract, North 87 degrees 25 minutes 57 seconds East, a distance of 1,036.43 feet to a 5/8 inch iron rod with "Gruller" cap set for the northeast corner of the herein described tract, being on the west line of a called 3.525 acre tract of record in the name of the City of Pearland in H.C.C.F. Number Y173146;

THENCE, coincident the east line of aforesaid 18.065 acre tract and the west line of aforesaid 3.525 acre tract, South 02 degrees 10 minutes 59 seconds East, a distance of 467.00 feet to a 5/8 inch iron rod found for the southeast corner of said 18.065 acre tract, being the southwest corner of said 3.525 acre tract and being on the north line of a called 2.500 acre tract of record in the name of Susie M. Lorange in H.C.C.F. No. X977828;

THENCE, coincident the south line of aforesaid 18.065 acre tract and the north line of both aforesaid 2.500 acre tract and aforesaid 0.6680 acre R.O.W., respectively, South 87 degrees 25 minutes 57 seconds West, a distance of 1,020.61 feet to the **POINT OF BEGINNING** and containing 11.0139 acres of land.



- NOTES:
1. The surveyor has abstracted the subject property.
 2. This survey was created without the benefit of a title commitment.
 3. Basis of Bearings for the survey is the deed of record in H.C.C.F. No. 20060169567.
 4. By graphic plotting only, the subject property lies within Zone "X-Shaded", areas determined to be within the 0.2% annual chance floodplain, as defined by the Federal Emergency Management Agency flood insurance rate map number 48201C1010L dated June 18, 2007.

METES AND BOUNDS DESCRIPTION
 11.0139 ACRES
 LOCATED IN THE
 JAMES HAMILTON SURVEY, A-876
 HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 11.0139 acres of land or 479,764 square feet, located in the James Hamilton Survey, Abstract 876, Harris County, Texas; Said 11.0139 acre tract being out of and a part of a 18.065 acre tract of record in the name of Spectrum 86 Partners, L.P. in Harris County Clerk's File (H.C.C.F.) Number 20060169567, said 11.0139 acre tract being out of and a part of Lots 55, 55-1/2, 56 and 56-1/2, Block "F" of the Allison-Richey Gulf Coast Homes Subdivision of record in Volume 3, Page 40 in the Map Records of Harris County (H.C.M.R.), Texas; Said 11.0139 acre tract being more particularly described as follows (bearings based on said deed):

BEGINNING at a 5/8 inch iron rod found for the southwest corner of aforesaid 18.065 acre tract, being the northwest corner of a called 0.6680 acre tract dedicated to the public for Right-of-Way (R.O.W.) purposes in Film Code Number 640056, H.C.M.R., and being on the east R.O.W. line of Kirby Drive (width varies);

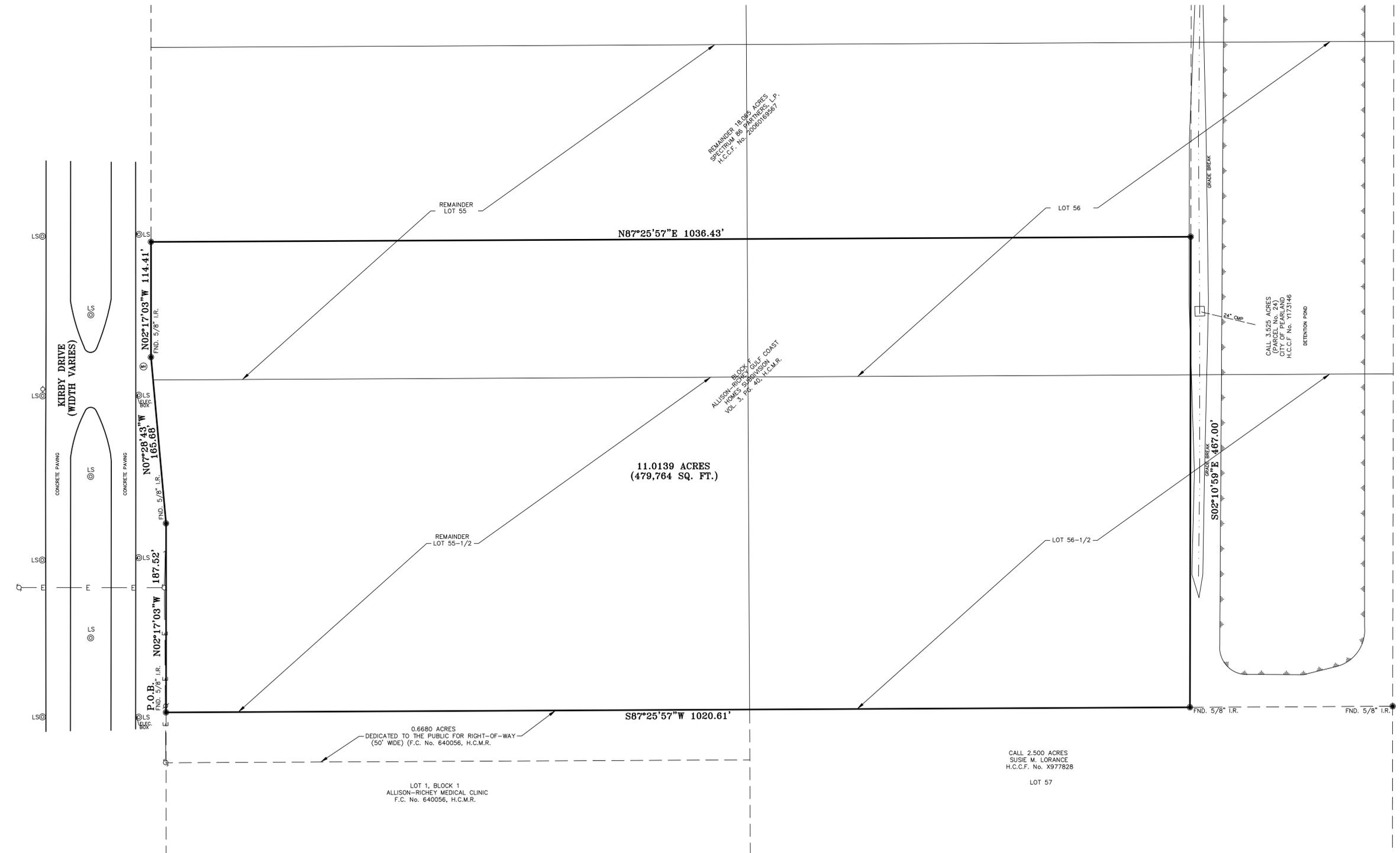
THENCE, coincident the west line of aforesaid 18.065 acre tract and the east R.O.W. line of aforesaid Kirby Drive, the following three (3) courses:

1. North 02 degrees 17 minutes 03 seconds West, a distance of 187.52 feet to a 5/8 inch iron rod found;
2. North 07 degrees 28 minutes 43 seconds West, a distance of 165.68 feet to a 5/8 inch iron rod found;
3. North 02 degrees 17 minutes 03 seconds West, a distance of 114.41 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of the herein described tract;

THENCE, through and across aforesaid 18.065 acre tract, North 87 degrees 25 minutes 57 seconds East, a distance of 1,036.43 feet to a 5/8 inch iron rod found for the northeast corner of the herein described tract, being on the west line of a called 3.525 acre tract of record in the name of the City of Pearland in H.C.C.F. Number Y173146;

THENCE, coincident the east line of aforesaid 18.065 acre tract and the west line of aforesaid 3.525 acre tract, South 02 degrees 10 minutes 59 seconds East, a distance of 487.00 feet to a 5/8 inch iron rod found for the southeast corner of said 18.065 acre tract, being the southwest corner of said 3.525 acre tract and being on the north line of a called 2.500 acre tract of record in the name of Susie M. Lorraine in H.C.C.F. No. X977828;

THENCE, coincident the south line of aforesaid 18.065 acre tract and the north line of both aforesaid 2.500 acre tract and aforesaid 0.6680 acre R.O.W., respectively, South 87 degrees 25 minutes 57 seconds West, a distance of 1,020.61 feet to the POINT OF BEGINNING and containing 11.0139 acres of land.



LEGEND

●	IRON ROD SET/FIND	---	WOOD FENCE
○	POWER POLE	---X---	CHAIN LINK FENCE
⊙	GUY ANCHOR	---X---	WROUGHT IRON FENCE
⊙	MANHOLE	---E---	OVERHEAD ELECTRIC
⊙	MONITORING WELL	---WL---	WATERLINE
⊙	CLEANOUT	---GAS---	GAS LINE
⊙	GATE VALVE & BOX	---	TELEPHONE LINE
⊙	FIRE HYDRANT	---	EASEMENT
⊙	WATER METER	---	AERIAL EASEMENT
⊙	TELEPHONE PEDESTAL	---	BUILDING LINE
⊙	CABLE EQUIPMENT	---	PARKING SETBACK
⊙	LIGHT STANDARD	---	CENTER OF SWALE
⊙	TRAFFIC SIGN	---	TOP OF BANK
⊙	TREE		
⊙	PIPE BOLLARD		
⊙	FIBER OPTIC CABLE		
⊙	MANHOLE		
⊙	IRRIGATION CONTROL VALVE		
⊙	CURB LINE		
⊙	EDGE ASPHALT		
⊙	CURB INLET		
⊙	AREA INLET		
⊙	EDGE OF BUILDING		
⊙	TOP OF CURB ELEVATION		
⊙	GUTTER ELEVATION		



I do hereby certify that this survey was this day made on the ground. This plat correctly represents the facts found at the time of the survey.

Kenneth A. Gruller
 Kenneth A. Gruller
 Texas Registered Professional Land Surveyor No. 5476

**PLAT OF SURVEY
 BOUNDARY & IMPROVEMENT
 OF A
 11.0139 ACRE (479,764 SQ. FT.) TRACT
 OUT OF AND A PART OF
 A 18.065 ACRE TRACT
 H.C.C.F. No. 20060169567
 LOCATED IN THE
 JAMES HAMILTON SURVEY, A-876
 HARRIS COUNTY, TEXAS**

Gruller Surveying, LLC
 PROFESSIONAL LAND SURVEYING
 5599 SAN FELIPE, STE. 1420
 HOUSTON, TEXAS 77056

SCALE: 1"=50'	FIELD BOOK: 2013-10	DATE: 10-07-2013
PHONE: (713) 333-1466		DWG. NO. 45-13110.DWG

Exhibit "B"

APPLICATION FOR TAX ABATEMENT IN THE CITY

APPLICATION FOR TAX ABATEMENT IN THE CITY OF PEARLAND

It is recommended that this application be filed at least 90 days prior to the beginning of construction or the installation of equipment. The filing of this document acknowledges familiarity and conformance with Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in the City of Pearland. This application will become part of the agreement and any knowingly false representations will be grounds for the City to void the agreement. Original copy of this request should be submitted to the Pearland Economic Development Corp. President, 1200 Pearland Parkway, Suite 200, Pearland, Texas 77581, 281.997.3000, www.pearlandedc.com. Please attach exhibits and additional information.

Applicant Information

Name of Business: Amerlux Exterior, LLC

Date: 03/01/13

Address: 5220 Shank Rd.

City: Pearland

State: Tx

Zip: 77581

Contact Person: Mike Kempf

Title: General Manager

Phone: 281-997-5400

Fax: 281-997-5441

Email: mkempf@amerluxexterior.com

NAICS Codes for primary business operations: 335122 Lighting fixtures, commercial electrical, manufacturing

Federal ID Number: 37-1576667

Does the Business file a consolidated tax return under a different tax ID number?

Yes

No

If yes, please also provide that tax ID number:

What is your State of Texas tax ID number: 3-20384-6657-2

Is the contact person listed above authorized to obligate the Business?

Yes

No

If no, please provide the name and title of a company officer authorized to obligate the Business:

Frank Weston, CFO and Senior VP Amerlux, LLC

Business Information

Provide a brief description and history of the Business. Include information about the Business' products or services and markets served.

Amerlux is planning to relocate from its current 54,000 sq. ft. leased space at the end of Shank Rd. to a permanent facility off of Kirby Drive. The new property and building will be purchased by Unicorn Real Estate, LLC and occupied and operated by Amerlux, LLC which are both owned by the same entity. The new facility would be approximately 80,000 sq.ft. and would include space for manufacturing, office staff, product showroom, and testing facilities. The land is currently not developed, so the project would include utility improvements as well as new construction on the site. Amerlux intends to make the new facility a top notch venue for showing our products to lighting designers, architects and engineers and end users. The new facility will also allow Amerlux in Pearland to greatly increase its percentage of company revenue generated and ship new products in the Interior sector of the market.

Business Structure:

Cooperative Corporation Limited Liability Company Not for Profit
 Partnership S-Corporation Sole Proprietorship

State of Incorporation: NJ

Years in business: 23

Identify the Business' owners and percent ownership: Frank Diassi

Annual Sales (Most Recent): \$94,000,000

Projected Total Sales: Year 1: \$110,000,000 Year 2: \$125,000,000 Year 3:
\$150,000,000

How many employees are currently employed by the Business including all locations, subsidiaries, divisions worldwide? List the Business' Texas Locations and the Current Number of full-time equivalent (FTE) Employees at each Location (including Pearland if applicable):

Company Wide - 180 employees in 3 locations. The only Texas location is n Pearland where there are currently 68 FTE employees.

Current annual payroll of Pearland facility excluding any benefits (if applicable): \$2,200,000

Does the Business offer medical and dental insurance? Yes No
If yes, please describe.

Company offers 2 PPO Options through BlueCross BlueShield of Texas
The company pays up to 75% depending on employee elected coverage. Company offers a Managed DentalGuard Plan through Guardian Insurance Company

Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan? Yes No
If yes, please describe.

The company offers a Safe Harbor 401K Plan through TransAmerica, with an employer safe harbor contribution of 3%

Please provide a brief description of the Business' involvement in the community(ies) that it has locations.

The Pearland facility participates in the Texas Back To Work Initiative through the Texas WorkForce Commission. The company participates in Job Fairs and Career Development through local colleges such as Alvin Community College and San Jacinto Community College as well as the vocational department at Pearland High School. The company employees temporary employees from local temporary placement agencies depending on production goals

Project Information

Location and legal description of the area to be designated as reinvestment zone (Provide map showing site and metes and bounds description in attachment A5):

Type of Business Project:

- New Location Modernization of Existing Pearland Facility
 Expansion of Pearland Facility

Type of Facility:

- Manufacturing Reg. Distribution Center
 Regional Service Reg. Entertainment Center
 Other Basic Industry

Briefly describe the proposed project for which assistance is being sought. (Include project facility size, infrastructure improvements, proposed products/services, any new markets, etc.)

Amerlux is planning to relocate from its current 54,000 sq. ft. leased space at the end of Shank Rd. to a permanent facility off of Kirby Drive. The new property and building will be purchased by Unicorn Real Estate, LLC and occupied and operated by Amerlux, LLC which are both owned by the same entity. The new facility would be approximately 80,000 sq.ft. and would include space for manufacturing, office staff, product showroom, and testing facilities. The land is currently not developed, so the project would include utility improvements as well as new construction on the site. Amerlux intends to make the new facility a top notch venue for showing our products to lighting designers, architects and engineers and end users. The new facility will also allow Amerlux in Pearland to greatly increase its percentage of company revenue generated and ship new products in the Interior sector of the market.

Has any part of the project started? Yes No

If yes, please explain.

Amerlux has a Letter of Intent on the parcel of land, with sale contingent upon assistance and tax abatements from the PEDC and City of Pearland.

Identify the Business' competitors. If any of these competitors have Pearland locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Pearland competitor.

Competitors are other manufacturers that produce Interior and Exterior Decorative and Architectural Lighting Products. Exterior competitors include Holophane, Sternberg, Hadco and Lumec. There are no competitors for our target markets in the Pearland area.

Will any of the current Pearland employees lose their jobs if this project does not proceed in Pearland? (Existing Pearland Companies only) Yes No

If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs section.

If the project does not proceed in Pearland, the company may be have to look into alternate locations (not necessarily nearby) that could cost many of current jobs. This strategic location ensures that we keep our current workforce and allow the company to reach its long term goals.

Is the Business actively considering locations outside of Pearland? Yes No

If yes, where and what assistance is being offered?

The company has looked into multiple other sites outside of Pearland.

Will any State or Federal Permits be needed for the project? Yes No

If yes, please describe each and current time-frame for receiving each?

Possibly for a powder coat finishing system.

Will the project be seeking LEED certification? Yes No

If yes, what level of certification is being sought?

Project Jobs

List the jobs that will be created and/or retained as the result of this project. (A retained job is an existing job that would be eliminated or moved to another location if the project does not proceed in Pearland.) For jobs to be created, include the starting and final hourly wage rate. For retained jobs, include the current hourly wage rate.

Is the hourly wage rate based on a 40 hour work week, 52 weeks per year? Yes No

If no please explain:

Total Created Jobs

Job Title/Classification	New Jobs	Starting wage	Wage in 3 years	Cumulative
Admin/Clerical	1	\$25,168.00	\$27,684.80	\$27,684.80
Customer Service	2	\$41,641.60	\$45,805.76	\$91,611.52
Engineering – Designers	2	\$59,121.92	\$65,034.11	\$130,068.22
Engineering – Drafters	1	\$35,600.00	\$39,160.00	\$39,160.00
Finance	1	\$40,040.00	\$44,044.00	\$44,044.00
Packing/Shipping	2	\$22,422.40	\$24,664.64	\$49,329.28
Production Control	1	\$35,418.24	\$38,960.06	\$38,960.06
Purchasing	1	\$36,676.64	\$40,344.30	\$40,344.30
Production – Electrical/LED Assembly	5	\$23,795.20	\$26,174.72	\$130,873.60
Production – Pole Assembly	3	\$23,452.00	\$25,797.20	\$77,391.60
Production – Paint Shop	2	\$23,223.20	\$25,545.52	\$51,091.04
Production – Welders	2	\$29,744.00	\$32,718.40	\$65,436.80
Production – Grinders	1	\$22,102.08	\$24,312.29	\$24,312.29
Production – Supervisors	2	\$53,493.44	\$58,842.78	\$117,685.57
Warehouse/Inventory	2	\$24,939.20	\$27,433.12	\$54,866.24
Total Created Jobs	28	\$496,837.92	\$546,521.71	\$982,859.33
			Avg. Salary	\$35,102.12

Total Retained Jobs

Job Title/Classification	Number of RETAINED Jobs	Current wage	Cumulative	
Admin/Clerical	1	\$22,880.00	\$22,880.00	
Customer Service	3	\$37,856.00	\$113,568.00	
Department Managers	6	\$85,481.07	\$512,886.40	
Engineering – Designers	4	\$53,747.20	\$214,988.80	
Engineering – Drafters	1	\$28,995.20	\$28,995.20	
Finance	1	\$36,400.00	\$36,400.00	
Human Resources	1	\$44,990.40	\$44,990.40	
Marketing	1	\$39,936.00	\$39,936.00	
Packing/Shipping	4	\$20,384.00	\$81,536.00	
Production Control	2	\$32,198.40	\$64,396.80	
Purchasing	2	\$33,342.40	\$66,684.80	
Production – Electrical/LED Assembly	13	\$21,632.00	\$281,216.00	
Production – Pole Assembly	8	\$21,320.00	\$170,560.00	
Production – Paint Shop	7	\$21,112.00	\$147,784.00	
Production – Welders	4	\$21,361.60	\$85,446.40	
Production – Grinders	4	\$20,092.80	\$80,371.20	
Production – Supervisors	3	\$48,630.40	\$145,891.20	
Warehouse/Inventory	3	\$22,672.00	\$68,016.00	
Total RETAINED Jobs	68	\$613,031.47	\$2,206,547.20	
			Avg. Salary	\$32,449.22

Tax Abatement Information

Description of eligible improvements (real property) to be constructed including fixed equipment fixed equipment, buildings, parking lots, etc (Provide detail in attachment A6):

The investment will consist of a new 80,000 square foot, tilt-up facility located on no less than ten acres of land. The anticipated investment for the land and facility will be approximately \$7,800,000 million. In addition, new and existing machinery and equipment will be relocated from the existing facility resulting in an additional increase in taxable value of approximately \$3,500,000-\$3,700,000.

Description of ineligible property to be included in project, including inventory and personal property:

Inventory and personal property.

The proposed reinvestment zone is located in:

County: Harris
 Drainage District: Harris Co Flood Control
 School District: Houston ISD
 College District: Houston Community College
 Other Taxing Jurisdictions: Pearland City, Port of Houston, Harris Co. Hospital, Harris Co. Education Dept., Lower Kirby Management Dist.

What is the parcel(s) tax identification number(s)? Preliminarily parts of 0451800000178 and 0451800000160

Tax Abatement Requested: _____ % of eligible property for a term of _____ years (or) requesting staggered tax abatement terms as follows: 75 %-Years 1-4 and 50%-Years 5-7

Is the applicant seeking a variance under Section 3 (f) of the Guidelines: Yes No
 If yes, attached required supplementary information in attachment A8.

Has company made application for abatement for this project by another taxing jurisdiction or nearby counties:

Yes No

If yes, provide dates of application, hearing dates, if held or scheduled, name of jurisdictions and contacts, and letters of intent.

Construction Estimates

Commencement Date: 6/1/2013 If Modernization
 Construction Man Years: Unknown Estimated Economic Life of Existing Plant in years:
 Completion Date: 7/1/2014 Added Economic Life from Modernization in years:
 Peak Construction Jobs: 100

20__ APPRAISED BASE VALUE ON SITE		ESTIMATED VALUE OF NEW VALUE ADDED	
Land-estimated at \$98,000 per acre	\$1,000,000	Land	\$0
Building and Improvements	\$	Fixed Improvements	\$4,000,000
Fixed Equipment	\$	Fixed Machinery Equipment	\$0
Personal Property	\$	Personal Property	\$1,200,000
Inventory	\$	Inventory	\$2,900,000
Total of Pre-existing Value	\$1,000,000	Total of New Value Added	\$8,100,000
Total Value of Pre-existing and New Value	\$9,100,000		

Project Budget

AMOUNTS BUDGETED			
Use of Funds	Cost	Source	Commitment Status
Land Acquisition	\$2,400,000	Bank Loan	
Site Preparation	\$600,000	Bank Loan	
Cost of Utilities to Site	\$		
Building Acquisition	\$		
Building Construction	\$4,000,000	Bank Loan	
Building Remodeling	\$		
Machinery & Equip.	\$950,000	Bank Loan	
Computer Hardware	\$50,000	Bank Loan	
Computer Software	\$50,000	Bank Loan	
Furniture & Fixtures	\$20,000	Bank Loan	
Working Capital	\$		
Moving Expenses	\$90,000	Bank Loan	
Job Training	\$		
TOTAL	\$8,100,000		

Does the Business plan to lease the facility? Yes No

If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance, and operating/maintenance expenses) and the length of the lease agreement.

As stated above, Amerlux will lease the property from Unicorn Real Estate, LLC. Both companies are owned by the same entity controlled by Frank Diassi. Lease payment is unknown.

Financial assistance is need-based, please explain why assistance is needed:

To provide an incentive for the company to expand in Pearland and offset some of the costs.

Any recipient of tax abatement is expected to provide security to the City. The security will be exercised, when necessary, due to non-performance. In addition to a lien and/or mortgage, personal guarantees are expected for businesses not publicly traded, and corporate guarantees are expected when the business recipient has a parent (or holding) company. What security will be offered to secure financial assistance and describe what seniority or position the City will have on any lien or mortgage?

Amerlux will enter into a loan agreement and sign a promissory note to repay the loan in the event of default.

Attachments

Please attach the following documents:

- A1** Completed Economic Impact Data Sheet (If requested)
- A2** Business Plan (If requested)
- A3** Copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
- A4** Financial Information
 - Audited profit and loss statements and balance sheets for past three year-ends;
 - Current YTD profit and loss statement and balance sheet; and
 - Schedule of aged accounts receivable;
 - Schedule of aged accounts payable; and
 - Schedule of debts.
- A5** Map showing boundaries of proposed site.
- A6** Statement explaining general nature and extent of the project, describing existing site and improvements; describe all proposed improvements and provide a list of all improvements and equipment for which abatements requested.
- A7** Proposed timeline for undertaking and completing the planned implements.
- A8** Variance Request (if applicable)

Certification & Release of Information

I hereby give permission to the City of Pearland and the Pearland Economic Development Corporation (PEDC) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application.

I understand that all information submitted to the City and PEDC related to this application is subject to Texas Public Information Act.

I understand this application is subject to final approval by the City of Pearland City Council and the Project may not be initiated until final approval is secured.

I understand that the City reserves the right to negotiate the financial assistance. Furthermore, I am aware that tax abatement is not available until an agreement is executed within a reasonable time period following approval.

I certify the Business has not, within the last five years, been cited or convicted for violating any state or federal statutes, rules, and regulations, including environmental, worker safety and immigration regulations, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment.

I hereby certify that all representations, warranties, or statements made or furnished to the City and PEDC in connection with this application are true and correct in all material respect. I understand that it is a violation under Texas law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance.

For the Business:

Signature

SVP - CFO

Name and Title (typed or printed)

Date

3/7/13

INSTRUCTIONS

Applicants and projects must meet the requirements established by the City of Pearland *Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone* found in Resolution No. R2011-12 (attached) in order to receive positive consideration. Section 2 of the Guidelines, for example, sets out regulations governing eligible facilities, eligible and ineligible improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established, business references (name, contact and telephone number of principal bank, accountant and attorney) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in Section 2(a) of the *Guidelines* may receive abatement without applying for a variance. Check guideline definitions in Section 1 to see if project qualifies.

TAX ABATEMENT INFORMATION

Estimated Appraised Value on Site - The value as of January 1 immediately preceding abatement should be the value established by the Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements such as office space in excess of that used for plant administration, housing, etc.

EXHIBIT "C"

FORM OF ANNUAL EMPLOYMENT COMPLIANCE VERIFICATION



**CITY OF PEARLAND
TAX ABATEMENT ANNUAL INVESTMENT AND EMPLOYMENT
COMPLIANCE VERIFICATION**

Verification should be submitted to the Pearland Economic Development Corporation President, 1200 Pearland Parkway, Suite 200, Pearland, Texas 77581, 281.997.3000, www.pearlandedc.com. Please attach exhibits and additional information.

Company Information

Name of Business:

Date:

Address:

City:

State:

Zip:

Contact Person:

Title:

Phone:

Fax:

Email:

Annual Compliance Verification

Please check the box that applies:

First Time Filing

Subsequent Filing

If subsequent, date last compliance submitted:

Report Covers Period: Begin Date:

End Date:

This is compliance of .

Employment-Position Information

All positions must be full-time (2,000 hours or more annually) and permanent, with the Company.

1. Total Number of Employment Positions Reported (previously certified and new):
2. Total Number of Employment Positions Previously Certified:
3. Total Number of New Employment Positions Submitted for Certification (line 1 – line 2):
4. Total Payroll for all Employment Positions Reported this Claim Period: \$
5. Average annual gross compensation at this Company/Project Facility (line 3/line 4):

Did the Company meet the “Job Target” for this reporting period? Yes No
 If no, please explain why:

Does the Company provide medical and dental benefits to all employees? Yes No

Investment Information

1. Total new value previously certified:
2. Total new value submitted for certification this claim period:
3. Total value reported (previously certified and new line 1 and 2):

Generally describe the improvements existing as of December 31 of the preceding year?

Did the Company install or construct all improvements before the Improvements Completion Date? Yes No
 If no, please explain why:

TAXABLE VALUE ON SITE	20__ ORIGINAL BASE VALUE	TAX YEAR 20__	TOTAL INCREASE OVER 20__ BASE
Land	\$	\$	\$
Building and Improvements	\$	\$	\$
Fixed Equipment	\$	\$	\$
Personal Property	\$	\$	\$
Inventory	\$	\$	\$
Total Value	\$	\$	\$

Please attach the Business Personal Property Rendition form submitted to the Appraisal District.

Attachments

Please attach the following documents:

A1 Employment Verification

A2 Certified copy of the appraised and settled value of the Improvements as shown by the appropriate Central Appraisal District supported by all correspondence, renditions, appeals or contests and settlement of appraised value and shall provide appropriate back-up data for the Improvements exclusive of other investments made at the Premises.

A3 Business Personal Property Rendition of Taxable Property Form

Certification

I certify the appraised value of the improvements as defined in our agreement with the City of Pearland.

I certify the Business has not, within the reporting period, been cited or convicted for violating any state or federal statutes, rules, and regulations, including environmental, worker safety and immigration regulations

Under penalty of perjury, I declare that the information in this document and any attachments are true and correct to the best of my knowledge and belief.

For the Business:

Signature

Date

Name and Title (typed or printed)

New Business Item No. 2

2. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-13** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES ASSOCIATED WITH THE KIRBY DRIVE EXPANSION PROJECT. *Mr. Jon Branson, Interim City Manager.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Resolution No. R2014-13
DATE SUBMITTED:	February 11, 2014	DEPT. OF ORIGIN:	Projects
PREPARED BY:	Trent Epperson	PRESENTOR:	Jon Branson
REVIEWED BY:	Mike Hodge	REVIEW DATE:	February 14, 2014
SUBJECT: Kirby Drive Expansion			
EXHIBITS: R2014-13; A – Dannenbaum Engineering Corp. Professional Services Agreement and Proposal; B – City & Alvin ISD Traffic Improvement Letters			
FUNDING:	<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
	<input checked="" type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – To Be Sold
		<input type="checkbox"/> L/P – Sold	
EXPENDITURE REQUIRED: \$269,031.00		AMOUNT BUDGETED: \$1,235,000.00	
AMOUNT AVAILABLE: \$1,235,000.00		PROJECT NO.: TR1404	
ACCOUNT NO.: 203-0000-565-01-01			
ADDITIONAL APPROPRIATION REQUIRED: \$0			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

The Kirby Drive Expansion project provides for the construction of the remaining portion of the secondary thoroughfare between Broadway and CR59. The roadway was originally constructed as one half of the boulevard section between approximately 600 feet south of Broadway to CR59. Development activities in the area, including the construction of an elementary school on CR59 and planning for the construction of a new high school just west of this location require the completion of this roadway to provide access and circulation for these developments.

The project consists of approximately 4,800 LF of two lanes of concrete roadway parallel to the existing road. The limits of the project are 600 feet south of Broadway to the intersection with CR 59. The project includes curb and gutter roadway, a 6 ft. wide sidewalk along the western alignment, center medians, the extension of the existing storm sewer system to the west lanes, the relocation of fire hydrants and completion of the existing traffic signal at Town Center.

Alvin ISD's planned development of a new high school, scheduled to open the summer of 2016, indicate that a signal will be required at the access point on Kirby. The traffic impact analysis performed indicates that the School District will make a cost contribution for the signal and other required access components. The current project construction cost estimate and the Engineering Design Proposal shown here includes these new cost components.

SCOPE OF CONTRACT/AGREEMENT

The scope of the proposed contract with Dannenbaum Engineering Corp. includes design services to design the new roadway and manage sub-consultants as a lump sum of \$100,770 billed on progress. Also included are the City's standard Bid Phase and Construction Phase services, of \$5,964 and \$24,047 respectively, billed as hourly not to exceed. Standard Additional Services include Geotechnical, Survey, Environmental permitting, Traffic Control, Utility Coordination and Storm Water run-off plans (SWPPP) total \$129,950 billed as cost plus 10% and Reimbursables of \$8,300 for a proposed total of \$269,031 being approximately 12.3% of the estimated construction costs.

Although this proposal exceeds the originally budgeted amount for design (\$235,000) by about \$34,000, that budget did not include the improvements required by the School District. Alvin ISD has agreed to fund these improvements per the proposed agreement referenced in the attached letters between the City and Alvin ISD (Exhibit B).

BID AND AWARD

N/A

SCHEDULE

A Notice to Proceed is scheduled for issue within ten days of the contract is authorization. Design is scheduled to complete within seven months, with Bid Phase and Construction to follow immediately after.

POLICY/GOAL CONSIDERATION

The Kirby Drive Expansion project will improve and increase traffic circulation near the two new schools in the area and fill a gap between Broadway (FM 518) and CR 59.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 1,235,000	\$ 1,022,545				\$ 2,257,545
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	9,196					9,196
FF&E						-
Current Request						
Design/Survey	269,031					269,031
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		2,194,900				2,194,900
FF&E						-
Total Expenditures	\$ 278,227	\$ 2,194,900	\$ -	\$ -	\$ -	\$ 2,473,127
Remaining Balance	\$ 956,773	\$ (215,582)				
Debt Sold						
Debt to Be Sold	1,226,000	1,022,545				
Annual Debt Service		82,812	150,652	150,652	150,652	

*The estimated \$215,582 shortfall will be funded by AISD's contribution to the traffic signal and turn lanes at the new high school entrance

O&M IMPACT INFORMATION

Year	2014	2015	2016	2017	2018
Operation and Maintenance Costs			\$ 580	\$ 1,159	\$ 1,159

RECOMMENDED ACTION

Staff recommends that Council approve the Resolution awarding a professional services contract to Dannenbaum Engineering, Corp. for the Kirby Drive Expansion project in the amount of \$269,031.00 and authorize the City Manager to execute the agreement.

RESOLUTION NO. R2014-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES
ASSOCIATED WITH THE KIRBY DRIVE EXPANSION PROJECT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain contract for engineering services associated with the Kirby Drive Expansion Project, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for engineering services associated with the Kirby Drive Expansion Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and **DANNENBAUM ENGINEERING CORP.** ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as **KIRBY DRIVE EXPANSION PROJECT** ("PROJECT"). (Project # **TR1404**)

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a professional in Texas would exercise under the same or similar circumstances:

- A. The CONSULTANT shall provide engineering services in connection with the design of approximately 4,800 LF of two additional lanes of concrete roadway parallel to the existing Kirby Drive from south of Broadway (FM 518 and CR 59). See Exhibit A, attached, for a detailed SCOPE OF WORK and PROJECT schedule. The PROJECT schedule shall be submitted in digital and hard copy form in the Microsoft Project for Windows format.
- B. The CONSULTANT shall prepare and submit a detailed opinion of estimated cost of the PROJECT.
- C. The CONSULTANT acknowledges that the CITY (through its employee handbook) considers the following to be misconduct that is grounds for termination of a CITY employee: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the CITY. The CONSULTANT agrees that it will not, directly or indirectly; encourage a CITY employee to engage in such misconduct.
- D. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current CITY standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the CITY in TIF format.
- E. The CONSULTANT recognizes that all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT shall be delivered to the CITY upon request, shall become subject to the Open Records Laws of this State.

F. The CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the CONSULTANT, its agents, employees or subcontractors under this Agreement, as follows:

- (1) Workers' Compensation as required by law.
- (2) Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- (3) Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- (4) Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

The CONSULTANT shall include the CITY as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the CITY before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the CITY and only after the CITY has been provided with written notice of such Change in Coverage, such notice to be sent to the CITY either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this CONTRACT, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by this CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this CONTRACT are in full force and effect.

G. The CONSULTANT shall indemnify and hold the CITY, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind for which CONSULTANT is legally liable, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or errors in design, any of which are caused by the negligent act or omission of the CONSULTANT, his officers, employees, agents, or subcontractors under this CONTRACT.

- H. All parties intend that the CONSULTANT, in performing services pursuant to this CONTRACT, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CONSULTANT is not to be considered an agent or employee of the CITY.

SECTION II - PERIOD OF SERVICE

This CONTRACT will be binding upon execution and end August 2015.

SECTION III - CONSULTANT'S COMPENSATION

- A. The total compensation for the services performed shall not exceed the total noted in Section B.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT based upon the following:
- | | |
|---|---------------------|
| 1. Basic Services (Lump Sum) | <u>\$100,770.00</u> |
| 2. Additional Services shall require independent and specific authorization and shall be billed as (Not to Exceed): | <u>\$129,950.00</u> |
| 3. Bid Phase Services (Hourly Not to Exceed) | <u>\$ 5,964.00</u> |
| 4. Construction Phase Services (Hourly Not to Exceed) | <u>\$ 24,047.00</u> |
| 5. Reimbursable Expenses (Not to Exceed) | <u>\$ 8,300.00</u> |
| 6. Total: | <u>\$269,031.00</u> |
- C. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.

- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s) or in any way affect the CONSULTANT'S status as an independent contractor of the CITY.

SECTION V - TERMINATION

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason - - with or without cause -- by delivering written notice to CONSULTANT personally or by certified mail at **3100 West Alabama, Houston, Texas 77098**. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.
- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.

- F. If the CITY terminates this CONTRACT for cause and/or if the CONSULTANT breaches any provision of this CONTRACT, then the CITY shall have all rights and remedies in law and/or equity against CONSULTANT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Brazoria County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT. The prevailing party in the action shall be entitled to recover its actual damages with interest, attorney's fees, costs and expenses incurred in connection with the dispute and/or action. CONSULTANT and CITY desire an expeditious means to resolve any disputes that may arise between under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

SECTION VI – ENTIRE AGREEMENT

This CONTRACT represents the entire agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This CONTRACT may be amended only by written instrument signed by both parties.

SECTION VII – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

SECTION VIII- SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except upon the written consent of the parties hereto.

CITY OF PEARLAND, TEXAS

DATE

CONSULTANT

DATE

EXHIBIT A



TRANSPORTATION SCOPE OF SERVICES

FOR

Kirby Drive Expansion Project

BASIC SERVICES: The Consultant shall render the following professional engineering services to the OWNER in connection with the construction of the Project.

1. Preliminary Phase Services

- a. Attend meetings with City & external agencies including County, State & Federal entities, as required, to identify & solicit necessary information.
- b. Gather City's existing information
- c. Provide or Procure additional information as required from
 - i. Surveyor & Base plans
 - ii. Geotechnical Consultants
 - iii. Environmental Consultants
 - iv. Record drawing and/or As-Builts information from previously constructed utilities

2. Prepare Preliminary Engineering Submittals

- a. Submit Draft report containing:
 - i. Executive Summary & Design Recommendation
 - ii. Alignment & Topographic Surveys in accordance with City Standards
 - iii. Draft Geotechnical report with bore location logs & pavement design recommendations
 - iv. Draft environmental study Phase 1 site assessment & Preliminary Jurisdictional Wetlands Determination and schedule USACE verification; if required, Preliminary Mitigation plan; if required, Endangered Species & Cultural Resources studies
 - v. Review and validate existing drainage system
 - vi. Prepare 30% construction drawings
 - vii. Identify utility conflicts & notify utilities

- viii. Prepare a preliminary Engineer's estimate
- ix. Attend monthly progress/update meetings
- b. Submit Final Report
 - i. Prepare written response to City's review comments
 - ii. Make revisions to report & resubmit for final approval
 - iii. Submit final report when all comments are addressed

3. Final Design Phase Services

- a. Prepare final plans details specifications and cost estimate in accordance with City of Pearland's Design Criteria Manual (DCM)
 - i. prepare detailed construction drawings, specifications and construction bid packages for the proposed Projects
 - ii. attend monthly progress/update meetings at the City
 - iii. including roadway geometrics, pavement, drainage, sidewalks, street lighting, pavement markings, traffic signals, utilities, landscaping and other design elements as necessary
 - iv. provide work sequencing plans – coordinated with other work and other local projects
 - v. provide two (2) sets plans and specifications and estimates to City for review at 60% & 90%; provide written comments/resolution to City revisions/comments
 - vi. submit 60% & 90% plans to utility company's for coordination of utility relocating; coordinate with City on formal notifications
 - vii. coordinate with utility companies & pipeline companies to identify conflicts & schedule relocations
 - viii. coordinate submittals for review & acquire approvals of all permits including and not limited to: TxDOT, Railroads,

USACE, Nationwide or Individual permits (if required) &
County Drainage Districts

- ix. coordinate with private developments & other public entity engineer's for adjoining work/projects
- x. prepare bid sets for distribution via the City's e-bid system; including Plans, Specifications, Bid Proposal, (utilizing City Standard Details + Specs; for details & specification sections the City does not have, submit proposed supplement specs) Submit to City for signatures
- xi. prepare Engineer's estimate

4. Bid Phase Services

- a. Provide Notice to Bidders (NTB) to the Project Manager in an electronic form appropriate for the City's e-bid system format. City is responsible for advertising.
- b. Reproduce and disseminate bid sets to Dodge, AGC, ABC, Amtek and (2) two sets to the City [PM (1), Purchasing (1) and interested bidders]
- c. Distribute (including the sale of) plans to interested bidders
 - i. Keep record of plan holder's list
- d. Chair pre-bid meeting and attend the Bid Opening
- e. Respond in writing to questions from bidders and prepare addenda as necessary.
- f. Assist with design of Bid Proposal*
- g. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - i. Review for unbalance bid items
 - ii. Certified Bid Tabulation including Engineer's estimate
 - iii. Review of contractor's financial standing and references provided

- iv. Explanation of discrepancies between the Engineer's estimate and bids
 - v. Recommendation to award
- 5. Attend City Council meeting and recommendation for award of Contract for Construction.
- 6. Produce and transmit to selected contractor five (5) sets of project manuals ready for execution with City's Notice of Intent to Award (NOI)

*This is the use of bid strategies to attain lowest possible prices for work, use of alternatives, etc.

7. Construction Phase Services

a. Construction Administration

- i. Attend pre-construction meeting to provide information & answer questions
- ii. Attend monthly progress meetings with Construction Manager, Contractor & City of Pearland as needed
- iii. Review/approve & comment on Contractor's submittals, RFIs, Contractor Proposals, Request for Change Orders (RCO) including coordination with Construction Manager on Proposals & Change Orders using the City of Pearland's Pro-Trak system.
- iv. Provide interpretive guidance for Contractor, Construction Manager in resolution of problems
- v. Conduct Substantial Completion Inspection with CM or PM to:
 - 1. review progress of work for Substantial Completion walk through
 - 2. generate a punch list of items for correction
 - 3. substantiate items that are completed

4. issue both Certificate of Substantial Completion (signed/sealed from Design Engineer) & Final Acceptance or 2nd walk through
- vi. Issue Final Completion & Acceptance letter to City recommending acceptance & release of final payment
- vii. Coordinate contractors, CM/CI to provide complete record of As-Builts Drawing
- viii. Within thirty (30) days after receipt of As-Builts from the contractor to the CM, the project engineer shall provide to the City one (1) set of full size reproducible record drawings, an electronic file copy (PDF format) and an AutoCAD file (.dwg), or compatible .dxf file

Definition:

- 1) As-Builts “redlines”: Contractor’s record of field changes to the work in line, grade & elevation
- 2) Record Drawings: Engineer’s incorporation of contractor’s As-Builts

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

**ENGINEERING
EXCELLENCE
SINCE
1945**

February 10, 2014

Ms. Jennifer Lee, Project Manager
City of Pearland
3519 Liberty Drive
Pearland, TX 77581

**SUBJECT: KIRBY DRIVE EXTENSION
PEARLAND, TEXAS**

Dear Ms. Lee:

Dannenbaum Engineering Corporation is pleased to offer our proposal to provide engineering design, environmental services, and limited construction phase services to the City of Pearland for the subject project.

Kirby Drive currently extends from Broadway to County Road 59 as a two-lane roadway. The proposed improvements consist of constructing a parallel two-lane roadway (resulting in a boulevard), improving an existing traffic signal, and installing a new traffic signal.

Our fees for these services are \$269,031 lump sum and time and materials in accordance with our basis of proposed fees, actual budget, and our standard fee schedule attached.

Please contact me should you have any questions regarding this proposal.

Sincerely,
DANNENBAUM ENGINEERING CORPORATION



Larry S. Marr P.E.
Project Manager

Enclosures: Basis of Proposed Fees
Actual Budget
Standard Fee Schedule

cc: File 0047-91

**BASIS OF PROPOSED FEES
KIRBY DRIVE EXTENSION
PEARLAND, TEXAS**

PROPOSED FEES

Basic Services:	\$ 100,770
Bid Phase Services:	\$ 5,964
Construction Phase Services:	\$ 24,047
Additional Services:	\$ 129,950
Total	\$ 269,031

BASIS OF PROPOSED FEES

Basic Services

Preliminary Engineering

Final Plans, Specifications, and Estimate (PS&E)

Bid Phase Services

Limited Construction Phase Services

Basic Services design effort includes roadway and sidewalk design, verification of existing storm water system, modify existing traffic signal, design new traffic signal, Drawings, Specifications, Project Manual, opinion of construction cost, opinion of construction time determination, Assist in the Bid Phase, Limited Construction Phase (RFI's, Shop Drawings, Site Meetings), project management, and six project design meetings.

Additional Services - Design

Surveying

Geotechnical Engineering

Utility Coordination

Storm Water Pollution Prevention Plan (SWPPP)

Traffic Control Plans

Modify Traffic Signal and Design New Traffic Signal

ADA/TDLR Compliance

Environmental Services

Additional Services - Construction

None

Assumptions used as Basis of Fees

Preliminary Engineering, PS&E, Bid Phase, and Construction Phase will occur in sequence without any breaks in the schedule.

Project delays due to environmental issues will not occur.

Project delays due to Stakeholder issues will not occur.

NOT INCLUDED IN PROPOSED FEES

Storm Water Trunk System Design

Drainage Impact Study [At the direction of Pearland, the scope does not include design of permanent storm water structures to handle runoff from the area west of Kirby Drive.]

Permanent Roadside Drainage Ditches

Sanitary Sewer Design

Water Line Design [other than relocate existing Hydrants]

Private Utility Relocations

Plats

TEAM MEMBERS, ROLES, and FEES

Dannenbaum Engineering Corporation (Lump Sum)	\$ 133,073
Design, Bid Phase, Construction Phase, Project Management, Survey, Parcel Maps, Utility Coordination, SWPPP, and Traffic Control Plan	
Bid Phase (Time and Materials Not to Exceed)	\$ 5,964
Construction Phase Services (Time and Materials Not to Exceed)	\$ 24,047
Geotest Engineering, Inc.	\$ 13,674
Geotechnical Engineering	
Berg Oliver	\$ 23,925
Environmental Services	
Accessible Design Solutions	\$ 1,199
ADA/TDLR Compliance	
TEDSI Infrastructure Group, Inc.	\$ 58,850
Modify Existing Traffic Signals	
New Traffic Signals	

(Subconsultant fees presented above are actual fees plus 10 percent mark-up.)

KIRBY DRIVE EXTENSION
ACTUAL BUDGET

DESCRIPTION	LUMP SUM
BASIC SERVICES	
PRELIMINARY ENGINEERING [THREE MONTHS]	
REVIEW EXISTING DATA	\$1,560
ROADWAY DESIGN	\$22,750
DRAINAGE	\$6,955
SIGNING AND MARKINGS	\$520
PRELIMINARY ENGINEERING SUBMITTAL	\$12,301
PRELIMINARY PROJECT MANAGEMENT (THREE MONTHS)	\$7,118
SUBTOTAL	\$51,204
PS&E [FINAL][FOUR MONTHS]	
ROADWAY DESIGN [60, 90, 100 Percent]	\$19,614
DRAINAGE [60, 90, 100 Percent]	\$10,205
SIGNING AND MARKINGS [60, 90, 100 Percent]	\$1,901
FINAL ENGINEERING SUBMITTAL	\$12,253
FINAL PROJECT MANAGEMENT (FOUR MONTHS)	\$5,590
SUBTOTAL	\$49,567
SUBTOTAL BASIC SERVICES	\$100,770
ADDITIONAL SERVICES	
GEOTECHNICAL ENGINEERING (Geotest)	\$13,674
SURVEYING [ROADWAY]	\$16,052
UTILITY COORDINATION	\$4,908
SWPPP	\$5,623
TRAFFIC CONTROL PLANS	\$5,720
TAS COMPLIANCE (ADS)	\$1,199
ENVIRONMENTAL (Berg Oliver)	\$23,925
TRAFFIC SIGNAL DESIGN (TEDSI)	\$58,850
SUBTOTAL	\$129,950
CONSTRUCTION (2+9 MONTHS)	
	T&M Not to Exceed
ASSIST IN BIDDING PROCESS (2 MONTHS)	\$5,964
SUBTOTAL	\$5,964
LIMITED CONSTRUCTION PHASE SERVICES (9 MONTHS)	\$19,338
REVIEW SUBMITTALS AND RFI's (9 MONTHS)	\$4,713
SUBTOTAL	\$24,047
DIRECT EXPENSES	
DIRECT EXPENSES (PRELIMINARY ENGINEERING)	\$1,000
DIRECT EXPENSES (PS&E FINAL ENGINEERING)	\$5,000
DIRECT EXPENSES (BID PHASE)	\$300
DIRECT EXPENSES (CONSTRUCTION PHASE)	\$2,000
TOTAL DIRECT EXPENSES	\$8,300
PROJECT TOTAL	\$269,031
PLOTTED SHEETS	58
STANDARD SHEETS	32
	90

**DANNENBAUM ENGINEERING CORPORATION
SCHEDULE OF HOURLY SALARY COST (INCLUDES MARKUP)**

JANUARY, 2014

RANGE OF CLASSIFICATION

SALARY COST PER HOUR

Clerks, Printers, etc.	30.00	-	98.00
Secretaries	30.00	-	110.00
Program Control Coordinator	80.00	-	115.00
Executive Secretary, Administrative Asst., Proposal Asst.	95.00	-	150.00
CAD Manager	145.00	-	180.00
System Analyst, Computer Operators	97.00	-	130.00
Computer Technicians I, Draftsmen I	30.00	-	60.00
Computer Technicians II & III, Draftsmen II & III	45.00	-	115.00
Designers, Grade I & II	55.00	-	110.00
Designers, Grade III	80.00	-	150.00
4 Man Survey Crew	145.00	-	230.00
3 Man Survey Crew	110.00	-	185.00
2 Man Survey Crew	80.00	-	130.00
Party Chief	50.00	-	85.00
Instrument Technicians	30.00	-	50.00
Rodmen, Chainmen	30.00	-	50.00
Project Survey Technician	65.00	-	85.00
Survey Coordinator, Project Surveyor	110.00	-	165.00
Director of Survey, Registered Surveyor, Chief of Surveying	160.00	-	215.00
Architect	130.00	-	150.00
GIS	110.00	-	130.00
GIS Manager	160.00	-	215.00
Inspectors, Project Representatives	80.00	-	130.00
Program Manager	225.00	-	280.00
Engineers - Intern	30.00	-	50.00
Engineers I & II, Engineering Assistant	65.00	-	115.00
Engineers III, Engineering Associate	80.00	-	130.00
Engineers IV	80.00	-	180.00
Engineers V, Project Manager	130.00	-	260.00
Engineers VI, Project Director	195.00	-	280.00
Engineers VII, Senior Division Manager	275.00	-	360.00
Engineers VIII, Director, Principal, President	305.00	-	410.00

COMPUTER COSTS (NO MARK-UP INCLUDED):

MICROSTATION/AUTOCAD: \$ 10 per Workstation Hour

GPS RTK: \$350 per Day (Survey)

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.05 per Copy (8 1/2" x 11")
Xerox Prints	\$ 1.00 per Square Foot
Bluelines	\$ 0.20 per Square Foot
Sepias	\$ 1.50 per Square Foot
Mylars	\$ 3.75 per Square Foot
Vellum	\$ 2.30 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

Certified: _____

KIRBY DRIVE EXTENSION
ACTUAL BUDGET

DESCRIPTION	LUMP SUM
BASIC SERVICES	
PRELIMINARY ENGINEERING [THREE MONTHS]	
REVIEW EXISTING DATA	\$1,560
ROADWAY DESIGN	\$22,750
DRAINAGE	\$6,955
SIGNING AND MARKINGS	\$520
PRELIMINARY ENGINEERING SUBMITTAL	\$12,301
PRELIMINARY PROJECT MANAGEMENT (THREE MONTHS)	\$7,118
SUBTOTAL	\$51,204
PS&E [FINAL][FOUR MONTHS]	
ROADWAY DESIGN [60, 90, 100 Percent]	\$19,614
DRAINAGE [60, 90, 100 Percent]	\$10,205
SIGNING AND MARKINGS [60, 90, 100 Percent]	\$1,901
FINAL ENGINEERING SUBMITTAL	\$12,253
FINAL PROJECT MANAGEMENT (FOUR MONTHS)	\$5,590
SUBTOTAL	\$49,567
SUBTOTAL BASIC SERVICES	\$100,770
ADDITIONAL SERVICES	
GEOTECHNICAL ENGINEERING (Geotest)	\$13,674
SURVEYING [ROADWAY]	\$16,052
UTILITY COORDINATION	\$4,908
SWPPP	\$5,623
TRAFFIC CONTROL PLANS	\$5,720
TAS COMPLIANCE (ADS)	\$1,199
ENVIRONMENTAL (Berg Oliver)	\$23,925
TRAFFIC SIGNAL DESIGN (TEDSI)	\$58,850
SUBTOTAL	\$129,950
CONSTRUCTION (2+9 MONTHS)	
	T&M Not to Exceed
ASSIST IN BIDDING PROCESS (2 MONTHS)	\$5,964
SUBTOTAL	\$5,964
LIMITED CONSTRUCTION PHASE SERVICES (9 MONTHS)	\$19,338
REVIEW SUBMITTALS AND RFI's (9 MONTHS)	\$4,713
SUBTOTAL	\$24,047
DIRECT EXPENSES	
DIRECT EXPENSES (PRELIMINARY ENGINEERING)	\$1,000
DIRECT EXPENSES (PS&E FINAL ENGINEERING)	\$5,000
DIRECT EXPENSES (BID PHASE)	\$300
DIRECT EXPENSES (CONSTRUCTION PHASE)	\$2,000
TOTAL DIRECT EXPENSES	\$8,300
PROJECT TOTAL	\$269,031
PLOTTED SHEETS	58
STANDARD SHEETS	32
	90

DANNENBAUM ENGINEERING CORPORATION
GREGORY BOULEVARD LIMITED CONSTRUCTION PHASE SERVICES

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
CONSTRUCTION (2+9 MONTHS)													
ASSIST IN BIDDING PROCESS (2 MONTHS)													
PREPARE FINAL OPINION OF CONSTRUCTION COST					4					4			\$160.00
PREPARE "ISSUED FOR CONSTRUCTION" DRAWINGS [110 Sheets]										0	110	0.0	\$0.00
PREPARE WORK DESCRIPTION					2				1	3			\$105.00
PREPARE BID ALTERNATES					4					4			\$160.00
CHAIR PRE-BID MEETING (One meeting)			4						1	5			\$245.00
PREPARE ADDENDA (One Addendum)					4				1	5			\$185.00
ANSWER CONTRACTOR QUESTIONS (Three Questions)					12					12			\$480.00
ATTEND BID OPENING (One Meeting)										0			\$0.00
EVALUATE BID (One Bidder)					4					4			\$160.00
PREPARE ENGINEER LETTER OF RECOMMENDATION			1						1	2			\$80.00
PREPARE BID TABULATION										0			\$0.00
ATTEND CITY COUNCIL MEETING		4								4			\$260.00
PREPARE FIVE SETS OF PROJECT MANUALS					5				5	10			\$325.00
HOURS SUB-TOTALS	0	4	5	0	30	0	0	0	4	43	110		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$260.00	\$275.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$100.00	\$1,835.00			\$1,835.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$768.18	\$812.50	\$0.00	\$3,545.46	\$0.00	\$0.00	\$0.00	\$295.46	\$5,421.60			
FIXED FEE (10%)										\$542.16			
TOTAL										\$5,963.76			
BID PHASE DIRECT EXPENSES (2 MONTHS)													
TRAVEL (\$0.50 PER MILE)(Two Months)(80 miles RT)													\$120.00
COPYING, MAILING, DELIVERY													\$80.00
MISCELLANEOUS													\$100.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$300.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
FIXED FEE (10%)										\$0.00			
TOTAL										\$300.00			

DANNENBAUM ENGINEERING CORPORATION
GREGORY BOULEVARD LIMITED CONSTRUCTION PHASE SERVICES

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
LIMITED CONSTRUCTION PHASE SERVICES (9 MONTHS)													
ATTEND PRE-CONSTRUCTION MEETING (One Meeting)			4							4			\$220.00
PREPARE/REVIEW CHANGE ORDERS AND PROPOSALS (One Change Order)			4		16				2	22			\$910.00
RESPOND TO DESIGN ISSUES/RESOLVE CONFLICTS (One Issue)			4		8					12			\$540.00
ATTEND MONTHLY ON-SITE COORDINATION MEETINGS (9 Meetings)			36						9	45			\$2,205.00
SUBSTANTIAL COMPLETION SITE VISIT (One Meeting)					4					4			\$160.00
PREPARE "PUNCH LIST"					8				2	10			\$370.00
SUBSTANTIATE PUNCH LIST COMPLETION (One Meeting)					4					4			\$160.00
PREPARE CERTIFICATE OF SUBSTANTIAL COMPLETION			1						1	2			\$80.00
FINAL INSPECTION SITE VISIT (One Meeting)					4					4			\$160.00
PREPARE FINAL COMPLETION & ACCEPTANCE LETTER			1						1	2			\$80.00
PROJECT MANAGEMENT (9 Months)		9								9			\$585.00
PREPARE/PROVIDE RECORD DRAWINGS (110 Full Size Reproducibles)							16			16	108	0.1	\$480.00
HOURS SUB-TOTALS	0	9	50	0	44	0	16	0	15	134	108		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$585.00	\$2,750.00	\$0.00	\$1,760.00	\$0.00	\$480.00	\$0.00	\$375.00	\$5,950.00			\$5,950.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$1,728.41	\$8,125.01	\$0.00	\$5,200.01	\$0.00	\$1,418.18	\$0.00	\$1,107.96	\$17,579.57			
FIXED FEE (10%)										\$1,757.96			
TOTAL										\$19,337.53			
QC/QA (9 MONTHS)													
QUALITY CONTROL/QUALITY ASSURANCE (Dannenbaum)										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			

DANNENBAUM ENGINEERING CORPORATION
GREGORY BOULEVARD LIMITED CONSTRUCTION PHASE SERVICES

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
REVIEW SUBMITTALS AND RFI's (9 MONTHS)													
REVIEW REQUESTS FOR INFORMATION (RFI)(Three RFI's)					6					6			\$240.00
REVIEW SUBMITTALS AND SHOP DRAWINGS (Five Submittals)			5		20					25			\$1,075.00
REVIEW RESUBMITTALS (One Resubmittal)			1		2					3			\$135.00
HOURS SUB-TOTALS	0	0	6	0	28	0	0	0	0	34	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$330.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00			\$1,450.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$975.00	\$0.00	\$3,309.10	\$0.00	\$0.00	\$0.00	\$0.00	\$4,284.10			
FIXED FEE (10%)										\$428.41			
TOTAL										\$4,712.51			
DIRECT EXPENSES (9 MONTHS)													
TRAVEL (\$0.50 PER MILE)(Nine Months)(80 miles RT)													\$520.00
COPYING, MAILING, DELIVERY													\$500.00
EQUIPMENT PURCHASES													\$0.00
PHOTOGRAPHS													\$500.00
MISCELLANEOUS													\$480.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,000.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
FIXED FEE (10%)										\$0.00			
TOTAL										\$2,000.00			

TOTAL BID PHASE

\$6,263.76

TOTAL CONSTRUCTION PHASE

\$26,050.04

PROJECT SUPERVISION/INSPECTION (9 MONTHS)													
(Provided by Pearland)										\$0.00			

CONSTRUCTION MATERIALS TESTING (9 MONTHS)													
(Provided by Pearland)										\$0.00			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
PRELIMINARY ENGINEERING [THREE MONTHS]													
REVIEW EXISTING DATA													
OBTAIN AND REVIEW EXISTING KIRBY DRIVE DATA (Pearland/ Brazoria County)					4					4			\$160.00
OBTAIN AND REVIEW PEARLAND PLANS [Southern Trails, Fire Station, Water, Sanitary, Drainage]					4					4			\$160.00
OBTAIN AND REVIEW PEARLAND DESIGN CRITERIA AND STANDARDS					4					4			\$160.00
HOURS SUB-TOTALS	0	0	0	0	12	0	0	0	0	12	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00			\$480.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.18	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.18			
FIXED FEE (10%)										\$141.82			
TOTAL										\$1,560.00			
COORDINATE SURVEYING													
COORDINATE SURVEYING										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			
COORDINATE RIGHT-OF-WAY DATA													
DETERMINE ROW REQUIREMENTS										0			\$0.00
OBTAIN MONUMENT DATA (Pearland, TSARP)										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
ROADWAY DESIGN													
REVIEW DATA										0			\$0.00
DETERMINE GEOMETRIC DESIGN										0			\$0.00
CREATE DTM [Survey]										0			\$0.00
PREPARE EXISTING CROSS SECTIONS (Dannenbaum)										0	0	#DIV/0!	\$0.00
DEVELOP HORIZONTAL ALIGNMENT DATA [Survey]										0			\$0.00
DEVELOP VERTICAL ALIGNMENT DATA [Survey]										0			\$0.00
DETERMINE CROSS STREET AND DRIVEWAY ACCESS			1		8					9			\$375.00
DEVELOP SIDEWALK ALIGNMENT DATA [Both Sides of Roadway]			1		8					9			\$375.00
DEVELOP ROADWAY DESIGN DATA			1		8					9			\$375.00
DESIGN PAVEMENT SECTION (Geotest)										0			\$0.00
PREPARE TITLE/COVER/INDEX SHEET			1		2	2	4			9	1	9	\$325.00
PREPARE PROJECT LAYOUT (1"=200)			1		2	2	4			9	1	9	\$325.00
PREPARE EXISTING TYPICAL SECTIONS			1		2	8	8			19	2	10	\$655.00
PREPARE PROPOSED TYPICAL SECTIONS			1		2	8	8			19	2	10	\$655.00
PREPARE ROADWAY PLAN AND PROFILE (1"=20)			4		8	8	80			100	11	9	\$3,220.00
CALCULATE ROADWAY, CROSS STREETS, DRIVEWAY, AND SIDEWALK QUANTITIES			1		16					17			\$695.00
HOURS SUB-TOTALS	0	0	12	0	56	28	104	0	0	200	17		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	\$0.00	\$660.00	\$0.00	\$2,240.00	\$980.00	\$3,120.00	\$0.00	\$0.00	\$7,000.00			\$7,000.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$1,950.00	\$0.00	\$6,618.19	\$2,895.46	\$9,218.20	\$0.00	\$0.00	\$20,681.85			
FIXED FEE (10%)										\$2,068.19			
TOTAL										\$22,750.04			
DRAINAGE													
REVIEW EXISTING STORM WATER SYSTEMS AND DRAWINGS										0			\$0.00
VALIDATE EXISTING STORM WATER SYSTEM CALCULATIONS										0			\$0.00
VALIDATE 100-YEAR SHEET FLOW ANALYSIS										0			\$0.00
PREPARE DRAINAGE PLAN AND PROFILE (1"=20)(Combine with Roadway)(11 Sheets)				2	4	8	40			54			\$1,760.00
CALCULATE DRAINAGE SYSTEM QUANTITIES				1	8					9			\$380.00
HOURS SUB-TOTALS	0	0	0	3	12	8	40	0	0	63	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	\$0.00	\$0.00	\$180.00	\$480.00	\$280.00	\$1,200.00	\$0.00	\$0.00	\$2,140.00			\$2,140.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$0.00	\$531.82	\$1,418.18	\$827.27	\$3,545.46	\$0.00	\$0.00	\$6,322.74			
FIXED FEE (10%)										\$632.27			
TOTAL										\$6,955.01			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
SIGNING AND MARKINGS													
DETERMINE SIGNING AND PAVEMENT MARKINGS					4					4			\$160.00
CALCULATE SIGNING AND PAVEMENT MARKING QUANTITIES					4					4			\$160.00
HOURS SUB-TOTALS	0	0	0	0	4	0	0	0	0	4	0		
LABOR RATE PER HOUR	65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00			\$160.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$0.00	\$0.00	\$472.73	\$0.00	\$0.00	\$0.00	\$0.00	\$472.73			
FIXED FEE (10%)										\$47.27			
TOTAL										\$520.00			
MISCELLANEOUS ROADWAY													
DETERMINE/CHECK QUANTITIES										0			\$0.00
PREPARE GENERAL NOTES										0			\$0.00
PREPARE OPINION OF CONSTRUCTION COST										0			\$0.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00			
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			
PRELIMINARY ENGINEERING SUBMITTAL													
DETERMINE/CHECK QUANTITIES			1		8					9			\$375.00
PREPARE GENERAL NOTES										0			\$0.00
PREPARE OPINION OF CONSTRUCTION COST			1		16					17			\$695.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION			1		8					9			\$375.00
PREPARE DRAFT PRELIMINARY ENGINEERING SUBMITTAL		1	4		8		8			21			\$845.00
CONDUCT QA ON PRELIMINARY ENGINEERING								8		8			\$400.00
SUBMIT DRAFT PRELIMINARY ENGINEERING SUBMITTAL		1			4				4	9			\$325.00
ADDRESS PEARLAND COMMENTS		1	4		4					9			\$445.00
SUBMIT FINAL PRELIMINARY ENGINEERING SUBMITTAL		1			4				4	9			\$325.00
HOURS SUB-TOTALS	0	4	11	0	52	0	8	8	8	91	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	260.00	605.00	0.00	2,080.00	0.00	240.00	400.00	200.00	\$3,785.00			\$2,340.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	768.18	1,787.50	0.00	6,145.46	0.00	709.09	1,181.82	590.91	\$11,182.97			
FIXED FEE (10%)										\$1,118.30			
TOTAL										\$12,301.27			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
PRELIMINARY PROJECT MANAGEMENT (THREE MONTHS)													
PREPARE MONTHLY INVOICES (Three Months)									3	3			\$75.00
ATTEND PEARLAND PROJECT MEETINGS (Three Meetings)			12		12				3	27			\$1,215.00
COORDINATE WITH PEARLAND					4					4			\$160.00
COORDINATE WITH BRAZORIA COUNTY DRAINAGE DISTRICT #4					4					4			\$160.00
COORDINATE WITH ALVIN ISD					4					4			\$160.00
ATTEND PUBLIC MEETING (One Meeting)										0			\$0.00
COORDINATE WITH SUB-CONSULTANTS (Geotest, Berg Oliver, TEDSI, ADS)					8				4	12			\$420.00
HOURS SUB-TOTALS	0	0	12	0	32	0	0	0	10	54	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$660.00	\$0.00	\$1,280.00	\$0.00	\$0.00	\$0.00	\$250.00	\$2,190.00			\$2,190.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$1,950.00	\$0.00	\$3,781.82	\$0.00	\$0.00	\$0.00	\$738.64	\$6,470.46			
FIXED FEE (10%)										\$647.05			
TOTAL										\$7,117.51			
DIRECT EXPENSES													
TRAVEL (\$0.50 PER MILE)													\$240.00
TWO PRELIMINARY ENGINEERING SUBMITTAL COPIES													\$500.00
MISCELLANEOUS PHOTOGRAPHS, PUBLIC INVOLEMENT DISPLAY MATERIALS													\$260.00
TOTAL DIRECT EXPENSES										\$1,000.00			
TOTAL PRELIMINARY ENGINEERING SERVICES BASIC FEE	0	4	35	3	168	36	152	8	18	\$52,203.83	17		

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
PS&E [FINAL][FOUR MONTHS]													
COORDINATE RIGHT-OF-WAY MAPPING													
COORDINATE WITH SURVEYOR										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			
ROADWAY DESIGN [60, 90, 100 Percent]													
REVIEW DATA										0			\$0.00
PREPARE TITLE/COVER/INDEX SHEET			1		2	2	4			9	1	9	\$325.00
PREPARE PROJECT LAYOUT (1"=200')			1		2	2	4			9	1	9	\$325.00
PREPARE EXISTING TYPICAL SECTIONS			1		2	2	8			13	2	7	\$445.00
PREPARE PROPOSED TYPICAL SECTIONS			1		2	2	16			21	2	11	\$685.00
CALCULATE REMOVAL QUANTITIES			1		8					9			\$375.00
PREPARE ROADWAY PLAN AND PROFILE (1"=20')			4		4	4	80			92	11	8	\$2,920.00
CALCULATE ROADWAY, CROSS STREETS, DRIVEWAY, AND SIDEWALK QUANTITIES			1		8					9			\$375.00
CALCULATE FAST TRACK PAVING QUANTITIES			1		8					9			\$375.00
PREPARE SOIL BORING LOG SHEETS							2			2	2	1	\$60.00
PREPARE ROADWAY STANDARDS							5			5	5	1	\$150.00
HOURS SUB-TOTALS	0	0	11	0	36	12	119	0	0	178	24		
LABOR RATE PER HOUR	65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	0.00	\$0.00	\$605.00	\$0.00	\$1,440.00	\$420.00	\$3,570.00	\$0.00	\$0.00	\$6,035.00			\$6,035.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$1,787.50	\$0.00	\$4,254.55	\$1,240.91	\$10,547.74	\$0.00	\$0.00	\$17,830.71			
FIXED FEE (10%)										\$1,783.07			
TOTAL										\$19,613.78			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
DRAINAGE [60, 90, 100 Percent]													
PREPARE DRAINAGE PLAN AND PROFILE (1"=20')(Combine with Roadway)(11 sheets)				1	4	4	40			49			\$1,560.00
PREPARE DRAINAGE LATERAL PROFILES				2	4	4	24			34	4	9	\$1,140.00
PREPARE DRAINAGE STANDARD SHEETS							4			4	4	1	\$120.00
CALCULATE DRAINAGE QUANTITIES					8					8			\$320.00
HOURS SUB-TOTALS	0	0	0	3	16	8	68	0	0	95	8		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$180.00	\$640.00	\$280.00	\$2,040.00	\$0.00	\$0.00	\$3,140.00			\$3,140.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	0.00	\$0.00	\$0.00	\$531.82	\$1,890.91	\$827.27	\$6,027.28	\$0.00	\$0.00	\$9,277.29			
FIXED FEE (10%)										\$927.73			
TOTAL										\$10,205.02			
SIGNING AND MARKINGS [60, 90, 100 Percent]													
PREPARE SIGNING AND PAVEMENT MARKING PLAN			1		4	16	40			61	11	6	\$1,975.00
PREPARE SIGNING AND PAVEMENT MARKING STANDARDS							7			7	7	1	\$210.00
CALCULATE SIGNING AND PAVEMENT MARKING QUANTITIES			1		8					9			\$375.00
HOURS SUB-TOTALS	0	0	1	0	8	0	7	0	0	16	18		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$55.00	\$0.00	\$320.00	\$0.00	\$210.00	\$0.00	\$0.00	\$585.00			\$585.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$162.50	\$0.00	\$945.46	\$0.00	\$620.46	\$0.00	\$0.00	\$1,728.41			
FIXED FEE (10%)										\$172.84			
TOTAL										\$1,901.25			
MISCELLANEOUS ROADWAY [60, 90, 100 Percent]													
DETERMINE/CHECK QUANTITIES										0			\$0.00
PREPARE OPINION OF CONSTRUCTION COST										0			\$0.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION										0			\$0.00
PREPARE GENERAL NOTES										0			\$0.00
PREPARE SPECIFICATIONS										0			\$0.00
PREPARE BID DOCUMENTS										0			\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00			\$0.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
FIXED FEE (10%)										\$0.00			
TOTAL										\$0.00			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
FINAL ENGINEERING SUBMITTAL													
DETERMINE/CHECK QUANTITIES			1		16					17			\$695.00
PREPARE OPINION OF CONSTRUCTION COST					8					8			\$320.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION					8					8			\$320.00
PREPARE GENERAL NOTES					8				4	12	4	3	\$420.00
PREPARE SPECIFICATIONS					8				4	12			\$420.00
PREPARE BID DOCUMENTS					16				4	20			\$740.00
CONDUCT QA ON FINAL ENGINEERING								8		8			\$400.00
PREPARE AND SUBMIT FINAL ENGINEERING SUBMITTAL (Pearland)			1		4		8			13			\$455.00
HOURS SUB-TOTALS	0	0	2	0	68	0	8	8	12	98	4		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$110.00	\$0.00	\$2,720.00	\$0.00	\$240.00	\$400.00	\$300.00	\$3,770.00			\$855.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$325.00	\$0.00	\$8,036.38	\$0.00	\$709.09	\$1,181.82	\$886.37	\$11,138.65			
FIXED FEE (10%)										\$1,113.87			
TOTAL										\$12,252.52			
FINAL PROJECT MANAGEMENT (FOUR MONTHS)													
PREPARE MONTHLY INVOICES (Four Months)									4	4			\$100.00
ATTEND PEARLAND PROJECT MEETINGS (Four Meetings)			16						4	20			\$980.00
COORDINATE WITH PEARLAND					4					4			\$160.00
COORDINATE WITH BRAZORIA COUNTY DRAINAGE DISTRICT #4					4					4			\$160.00
COORDINATE WITH ALVIN ISD					4					4			\$160.00
COORDINATE WITH SUB-CONSULTANTS (Geotest, Berg Oliver, TEDSI, ADS)					4					4			\$160.00
HOURS SUB-TOTALS	0	0	16	0	16	0	0	0	8	40	0		
LABOR RATE PER HOUR	\$65.00	\$65.00	\$55.00	\$60.00	\$40.00	\$35.00	\$30.00	\$50.00	\$25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$880.00	\$0.00	\$640.00	\$0.00	\$0.00	\$0.00	\$200.00	\$1,720.00			\$1,720.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$2,600.00	\$0.00	\$1,890.91	\$0.00	\$0.00	\$0.00	\$590.91	\$5,081.83			
FIXED FEE (10%)										\$508.18			
TOTAL										\$5,590.01			
DIRECT EXPENSES													
TRAVEL (\$0.50 PER MILE)													\$400.00
60%, 90%, AND 100% P.S.& E DRAWING SETS (Two Sets Each)													\$3,000.00
PLOTTING/PREPARED ELECTRONIC FILES (22 x 34 INCH PLOTS)													\$1,000.00
MISCELLANEOUS PHOTOGRAPHS, PUBLIC INVOLVEMENT DISPLAY MATERIALS													\$600.00
TOTAL DIRECT EXPENSES										\$5,000.00			
TOTAL PLANS, SPECIFICATIONS, AND ESTIMATE BASIC FEE	0	0	30	3	144	20	202	8	20	\$54,562.58	54		
TOTAL PRELIMINARY ENGINEERING SERVICES BASIC FEE										\$52,203.83	17		
TOTAL ENGINEERING SERVICES BASIC FEE										\$106,766.41	71		

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
UTILITY COORDINATION (Preliminary and Final)													
(Dannenbaum)													
DETERMINE EXISTING AND PROPOSED UTILITIES			2							2			
PREPARE AND ATTEND UTILITY COORDINATION MEETINGS (Two Meetings)(PER)(PS&E)										0			
PREPARE EXISTING AND PROPOSED UTILITY P&P (1"=20')(PER)(PS&E)(Combine with Roadway)					4	8	24			36			\$1,160.00
PREPARE UTILITY STANDARDS(PS&E)							4			4	9	0	\$120.00
PREPARE UTILITY LEGEND (PER)(PS&E)							4			4	1	4	\$120.00
HOURS SUB-TOTALS	0	0	2	0	4	8	32	0	0		10		
LABOR RATE PER HOUR	65.00	65.00	55.00	60.00	40.00	35.00	30.00	50.00	25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$110.00	\$0.00	\$160.00	\$280.00	\$960.00	\$0.00	\$0.00	\$1,510.00			\$1,400.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$325.00	\$0.00	\$472.73	\$827.27	\$2,836.37	\$0.00	\$0.00	\$4,461.37			
FIXED FEE (10%)													
TOTAL UTILITY COORDINATION										\$4,907.51			

SWPPP													
(Dannenbaum)													
PREPARE SWPPP TEXT										0			\$0.00
PREPARE SWPPP STANDARDS [PS&E]							2			2	2	1	\$60.00
CALCULATE SWPPP QUANTITIES (PER)					8					8			\$320.00
PREPARE SWPPP PLAN (1"=20')(PS&E)			2		4	8	16			30	3	10	\$1,030.00
CALCULATE SWPPP QUANTITIES [PS&E]					8					8			\$320.00
HOURS SUB-TOTALS	0	0	2	0	20	8	18	0	0	48	5		
LABOR RATE PER HOUR	65.00	65.00	55.00	60.00	40.00	35.00	30.00	50.00	25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$110.00	\$0.00	\$800.00	\$280.00	\$540.00	\$0.00	\$0.00	\$1,730.00			\$1,730.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$325.00	\$0.00	\$2,363.64	\$827.27	\$1,595.46	\$0.00	\$0.00	\$5,111.37			
FIXED FEE (10%)										\$511.14			
TOTAL SWPPP										\$5,622.51			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/ Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/ Sheet	TOTAL COST/ TASK
TRAFFIC CONTROL PLANS													
(Dannenbaum)													
PREPARE TRAFFIC CONTROL PLANS (1"=200')(PS&E)			2		4	8	16			30	3	10	\$1,030.00
PREPARE TRAFFIC CONTROL STANDARDS [PS&E]							3			3	3	1	\$90.00
CALCULATE TRAFFIC CONTROL QUANTITIES [PER][PS&E]					16					16			\$640.00
HOURS SUB-TOTALS	0	0	2	0	20	8	19	0	0	49	6		
LABOR RATE PER HOUR	65.00	65.00	55.00	60.00	40.00	35.00	30.00	50.00	25.00				
DIRECT LABOR COSTS	\$0.00	\$0.00	\$110.00	\$0.00	\$800.00	\$280.00	\$570.00	\$0.00	\$0.00	\$1,760.00			\$1,760.00
JOB MULTIPLIER	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455	2.95455				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$325.00	\$0.00	\$2,363.64	\$827.27	\$1,684.09	\$0.00	\$0.00	\$5,200.01			
FIXED FEE (10%)										\$520.00			
TOTAL TRAFFIC CONTROL PLANS										\$5,720.01			

TAS COMPLIANCE													
(ADS)(Cost plus 10 percent)													
PLAN REVIEW										\$445			\$0.00
STATE FILLING FEE										\$175			\$0.00
INSPECTION										\$445			\$0.00
MILEAGE										\$25			\$0.00
Subtotal										\$1,090			
TOTAL ADS COMPLIANCE										\$1,199.00			

ENVIRONMENTAL													
(Berg Oliver)(Cost plus 10 percent)													
WETLANDS DELINEATION										\$4,500			
THREATENED AND ENDANGERED SPECIES SURVEY										\$1,100			
ARCHAEOLOGICAL CULTURAL AND HISTORICAL REVIEW										\$1,200			
PHASE I SITE ASSESSMENT										\$3,050			
NATIONWAIDE PERMIT (IF NEEDED)										\$11,900			
Subtotal										\$21,750			
ENVIRONMENTAL										\$23,925			

DANNENBAUM ENGINEERING CORPORATION
KIRBY DRIVE DESIGN - 9 MONTHS CONSTRUCTION

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
TWO TRAFFIC SIGNAL DESIGNS													
(TEDSI)(Cost plus 10 percent)													
TASK A TEMPORARY TRAFFIC SIGNAL DESIGN										\$8,000.00	6		
TASK B PERMANENT TRAFFIC SIGNAL DESIGN										\$39,500.00	7		
SUBTOTAL										\$47,500.00			
CPS										\$6,000.00			
										\$53,500.00			
TOTAL TEMPORATY TRAFFIC SIGNAL DESIGN										\$58,850.00	13		

ILLUMINATION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer	Design Engineer	Senior Designer/Engineer	CADD Operator	QA/QC Review	Clerical	Total Labor Hours & Costs	No. of Drawings	Labor Hours/Sheet	TOTAL COST/TASK
Subtotal										\$0.00			
TOTAL STREET LIGHTING										\$0.00	0		

											20	PER	
TOTAL ADDITIONAL DESIGN SERVICES										\$129,949.97	40	PS&E	



TEDSI
TBPE F-1640

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079

Tel: (832) 619-1000

Fax: (832) 619-1018

February 10, 2014

Mr. Larry S. Marr, P.E.
Project Manager
Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098

**Re: *Traffic Signal Design and Illumination Design Services Proposal
Kirby Drive Improvements, From South of FM 518 to CR 59
City of Pearland, Texas***

Dear Mr. Marr:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this *revised* proposal to perform traffic engineering services in conjunction with the above referenced project. This revision represents reductions in our fee as a goodwill gesture towards the City of Pearland and based upon our long term working relationship with Dannenbaum Engineering Corporation and we are pleased to offer this. We understand that Kirby Drive will be widened to a full 4-lane boulevard section between FM 518 and CR 59, to be designed by Dannenbaum Engineering Corporation (DEC). TEDSI has been requested to provide design services for 2 traffic signal installations. TEDSI has also been requested to prepare a fee estimate and scope of services pertaining to this requested work, which now follows:

SCOPE OF WORK

Task A - Temporary Traffic Signal Design. For the existing traffic signal on Kirby at the access drive to the shopping mall development, TEDSI will prepare full PS&E design documents for temporary traffic signalization at this location throughout the various phases of construction. The design will be based upon roadway design plans and traffic control plans (prepared by DEC). The temporary traffic signal design will fully coordinate with the approved traffic control plans and will fully support the traffic throughout the various phases and sequences of construction. At this time, 2 phases of construction are anticipated.

Task B - Permanent Traffic Signal Design. TEDSI will prepare full PS&E design documents for the installation of new traffic signal assemblies at the 2 locations within the Project. These locations are:

1. Existing Shopping Mall Access Road
2. Alvin ISD HS Campus #3

At this time, the specific characteristics of the existing mall road traffic signal remain unconfirmed; thus, this cost proposal provides for complete removal of all existing equipment and the installation of a complete new traffic signal system at this location. Through the discovery of existing plans and/or field investigation, it may be determined that some of the existing equipment can be salvaged and thereby

utilized for the future condition. Whether or not any of these potential developments will affect this cost proposal is currently unknown.

The traffic signal design will provide for a mast arm design, with all pole hardware, traffic signal head, and traffic signal controller equipment to be in conformance with current City of Pearland design preferences. The traffic signal will include intersection safety lighting and will be capable of detecting all traffic on each intersection approach. Pedestrian facilities will meet all current ADA requirements.

It is understood that traffic signal warrant studies are not a part of this work scope.

Task C – Construction Phase Services. For the duration of the traffic signal construction (temporary and permanent) on the project, TEDSI will:

1. Attend Pre-Bid and Pre-Construction meetings as requested by City of Pearland.
2. Provide shop drawing review for all contractor submittals, such as signal poles, conductor, conduit, ground boxes, etc.
3. Provide written responses to requests for information or clarifications.

General

All plan layouts shall be prepared per City of Pearland Signal Design Guidelines. Bid Items and necessary specifications will be provided for bidding and contract process. Plan layouts shall be prepared in English units at 1" = 40' on half-size, 11"x17" media. Interim submittals shall be at the 50%, 75% and 90% complete levels on bond media. The standard Power Service Outlet and Data Statement will be submitted along with the 75% set for review and approval. Each review submittal shall consist of 1 copy of the plan set. The 100% submittal will be the final deliverable printed on Mylar media.

TEDSI will coordinate and obtain service outlet location and data statement(s) from CenterPoint Energy, DEC will obtain all necessary approvals and signatures from utility companies, and DEC will provide TEDSI with all necessary updated topographical surveys for TEDSI's project limits and proposed roadway design data including all underground and above ground utilities along with updated proposed signing and pavement marking layouts in Microstation format.

All design drawings shall be prepared with CADD using Microstation V8 software and shall be consistent with the level structure as provided by City of Pearland. The project Basis of Estimate will be provided in City of Pearland format. Computer files containing all design drawings required for the Project shall accompany the Mylar prints.

Schedule

The services provided by TEDSI will be in collaboration with and in a character, sequence, and timing so that it will coordinate with services provided by DEC. We anticipate requiring 120 calendar days to perform the design services as described herein. This schedule can be compressed somewhat in the event that it is requested by the City of Pearland. Our schedule is contingent upon the time required by the City of Pearland for review and comment.

Compensation

As per previous discussions with DEC, all design phase work defined above will be performed on a "Lump Sum" basis. The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated above will be considered additional work and will be subject to negotiation. The work associated with construction phase services will be performed on a "Time and Materials" basis. Invoices shall show employee classification and employee time charges to the project, as required in the Agreement.

A summary of the Fees per task are as follows:

❖ <i>Task A - Temporary Traffic Signal Design</i>	<i>\$8,000.00</i>
❖ <i>Task B - Permanent Traffic Signal Design</i>	<i>\$39,500.00</i>
❖ <i>Task C - Construction Phase Services</i>	<u><i>\$6,000.00</i></u>
<i>TOTAL FEE</i>	<i>\$53,500.00</i>

Conditions

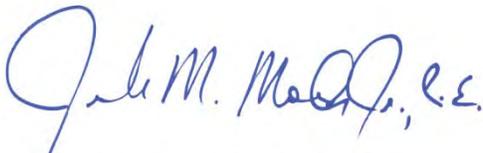
TEDSI will perform its duties as reasonably required to accomplish the work as described herein. The services provided for this project apply only to this specific project and may not be used for any other project. Information supplied by DEC is represented to be accurate and it is acknowledged that TEDSI is relying upon such information in its quotation, acceptance and performance of the project.

This proposal is valid for sixty (60) calendar days and does not in any way constitute a valid contract. A legal sub-contract agreement specifying explicit terms and conditions between TEDSI and Dannenbaum Engineering Corporation shall be executed prior to commencement of work.

We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please let me know.

Sincerely,

TEDSI INFRASTRUCTURE GROUP



Jules M. (Jay) Morris, Jr., P.E.
Vice President



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140341699

January 20, 2014

Mr. Larry Marr, P.E.
Dannenbaum Engineering Corporation
3100 W. Alabama
Houston, Texas 77098

**Re: Proposal for Geotechnical Services
Kirby Drive Improvements
City of Pearland, Texas**

Dear Mr. Marr:

In accordance with your request, Geotest Engineering, Inc. is pleased to submit this revised proposal for the referenced project. The project calls for the design and reconstruction of the remaining southbound of Kirby Drive (approximately 1-mile long) from Broadway Blvd. (FM 518) to Dallas Road (CR 59) in City of Pearland. The existing Kirby Drive is a two-lane concrete curb and gutter roadway. The design and reconstruction of the remaining southbound two-lane concrete curb and gutter roadway will complete the boulevard section. A new traffic signal is proposed near the middle section of the new boulevard and a modification of the existing traffic signal at north end near Broadway Blvd is also proposed.

Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions along proposed Boulevard reconstruction and to provide geotechnical recommendations for the design and construction of proposed concrete pavement with subgrade stabilization and possible storm sewer improvements. Based on the information provided to us, the scope of this study will consist of the following:

- Provide utilities clearance for boring locations. It includes:
 - Call Texas One Call referencing with street name and Key Map block no.
 - Coordinate with underground utility companies to clear the marked boring locations.
- Drill and sample:

- Eight (8) 15-foot borings for paving and lateral to trunk sewer
 - Two (2) 20-foot borings for traffic signals
-
- Grout all boreholes using non-shrink cement bentonite grout after completion of drilling and groundwater level measurements.
 - Perform appropriate laboratory tests including California Bearing Ratio (CBR) tests, on selected representative samples to develop the engineering properties of the soil.
 - Perform engineering analyses to develop geotechnical recommendations for the pavement/subgrade design, storm sewer bedding and trench safety for the lateral, ground water control and construction considerations.
 - Prepare a geotechnical report including all of above.

It is our understanding that staking and tie-in of boring locations (Station, offset and ground surface elevation, etc.) will be provided by your surveyor.

Project Schedule

We should be able to start the fieldwork within one week after receiving your written authorization. The fieldwork will be completed in about two (2) days, barring bad weather. The laboratory tests will be completed in about three (3) weeks. The final report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about eight (8) weeks after your written authorization of notice to proceed.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a geotechnical report, will be a lump sum amount of \$12,431.00. The cost breakdown is given on Attachment No. 1. This cost is based on the fact that the site is accessible with a truck mounted rig and no site clearance and marsh buggy will be required.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Very truly yours,
GEOTEST ENGINEERING, INC.

B.C. 

Mohan Ballagere, P.E.
Vice President



Kuo-Chiang "Frank" Lin, P.E.
Sr. Vice President

MB\ego
Copies Submitted: (1)
Enclosure: Attachment No. 1
PC38\Geotechnical\Proposals\40341699.DOC

APPROVED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT NO. 1

COST BREAKDOWN

Kiby Drive Widening from Broadway Blvd. To Dallas Road
City of Pearland, Texas

Proposal No.: 1140341699

	<u>Quantity</u>		<u>Unit Rate</u>	=	<u>Cost</u>
PERSONNEL:					
Sr. Project Manager, P.E.	4	Hr. x	\$167.00	=	\$668.00
Senior Engineer, P.E.	10	Hr. x	\$123.00	=	\$1,230.00
Project Engineer	18	Hr. x	\$96.00	=	\$1,728.00
Support Personnel (Drafting or Word Processing)	8	Hr. x	\$48.00	=	\$384.00
			SUBTOTAL		<u>\$4,010.00</u>
SUBSURFACE FIELD INVESTIGATION					
Mobilization/Demobilization of Drill Rig	1	L.S. x	\$300.00	=	\$300.00
Soil Boring, Continuous 3" diameter (0-20 feet)	160	Ft. x	\$18.00	=	\$2,880.00
Grouting of Completed Holes	160	Ft. x	\$5.00	=	\$800.00
Field Coordination and Underground utilities clearance for boring locations	12.00	Hr. x	\$82.00	=	\$984.00
			SUBTOTAL		<u>\$4,964.00</u>
LABORATORY TESTS					
Liquid & Plastic Limits	16	Ea. x	\$53.00	=	\$848.00
Moisture Content	58	Ea. x	\$8.00	=	\$464.00
Percent Passing No. 200 Sieve	16	Ea. x	\$41.00	=	\$656.00
Density & Moisture of Soil Sample	10	Ea. x	\$19.00	=	\$190.00
California Bearing Ratio	3	Ea. x	\$185.00	=	\$555.00
Unconfined Compression	8	Ea. x	\$39.00	=	\$312.00
Unconsolidated-Undrained Triaxial Compressive Strength	8	Ea. x	\$54.00	=	\$432.00
			SUBTOTAL		<u>\$3,457.00</u>
			TOTAL		<u>\$12,431.00</u>



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science, Engineering & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

MEMORANDUM

TO: Mr. Larry Marr

VIA EMAIL: Larry.marr@dannenbaum.com

FROM: Susan Alford

NO. OF PAGES: 18 (incl. cover)

DATE: December 10, 2013

SUBJECT: Environmental Services Proposal

Dear Mr. Marr,

Attached is our proposal/agreement for environmental services for the site discussed with our firm. Please review the proposal/agreement and, if acceptable, execute the agreement and return to us by fax at (281) 589-0007.

We look forward to working with you and Dannenbaum Engineering Corporation on this project. Thank you for considering Berg ♦ Oliver Associates, Inc. to assist you with your environmental planning.

Sincerely,

Susan Alford, REM
President



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science, Engineering & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

December 10, 2013

City of Pearland
c/o Mr. Larry Marr, P.E.
Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098

via email: Larry.marr@dannenbaum.com

Re: Proposal for Environmental Services for the extension of Kirby Drive
BOA Proposal #9263

Dear Mr. Marr:

The following proposal is provided to Dannenbaum Engineering Corporation, on behalf of the City of Pearland, for environmental services for approximately 12 acres, consisting of a 100-foot right of way extension of Kirby Drive, between FM 518 and County Road 59, in Brazoria County, Texas. Berg ♦ Oliver Associates, Inc. (Berg ♦ Oliver) will provide special attention to complete the work in a timely and professional manner. We will begin the assessment upon your acceptance and execution of this proposal.

Berg ♦ Oliver Associates, Inc. is proposing to provide the following services: Task I) Wetland Delineation (**9263N-WD**), Task II) Threatened and Endangered Species Survey (**9263N-TE**), Task III) Archeological Cultural and Historical Review (**9263N-AR**), Task IV) Phase I Environmental Site Assessment (**9263H-P1**), and Task V) U.S. Army Corps of Engineers (USACE) Nationwide Permit (**9263N-NWP**) (If Needed). Attachment A describes each service.

PROJECT SCHEDULE

The scope of work involved in this environmental service proposal; specifically Tasks I – IV, is anticipated to be complete within thirty (30) calendar days of the receipt of an executed proposal and boundary survey/plat, or other suitable boundary map by Berg ♦ Oliver. Task V, if required, will be submitted to the USACE within forty-five (45) calendar days of receipt of authorization to proceed. The permit review process by the USACE normally takes between three (3) and six (6) months for a Nationwide Permit. The process begins upon the USACE determination that the application is complete. Upon review of the initial submittal, the USACE may request additional information beyond that listed in the Code of Federal Regulations (CFR) to consider the application complete for processing. The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond the control of Berg ♦ Oliver and/or

Berg ♦ Oliver Associates, Inc.
BOA project number 9263
December 10, 2013

modifications to the scope of work based upon actual findings or additional requests by Dannenbaum Engineering Corporation, its agents, or governmental agency.

RIGHT OF ENTRY

Unless otherwise stated, it is assumed that the client has the authority to enter the property for purposes of conducting environmental assessments and herein grants that authority to Berg ♦ Oliver.

BASIC COMPENSATION AND METHOD OF PAYMENT

The work described below includes standard tasks that are usually required to complete the scope of the project. If a specific task is not necessary, as determined by Berg ♦ Oliver in consultation with the client and/or regulatory agency, it may not be performed in order to reduce charges to the client.

Berg ♦ Oliver proposes to provide the environmental services described in Attachment A to Dannenbaum Engineering Corporation for the following lump sum amounts:

TASK I: WETLAND DELINEATION	\$4,500.00
TASK II: THREATENED AND ENDANGERED SPECIES SURVEY.....	\$1,100.00
TASK III: ARCHEOLOGICAL CULTURAL AND HISTORICAL REVIEW	\$1,200.00
TASK IV: PHASE I SITE ASSESSMENT	\$3,050.00*
TASK V: NATIONWIDE PERMIT (IF NEEDED).....	<u>\$11,900.00**</u>
MAXIMUM TOTAL	\$21,750.00

**If there are structures on the property that must be entered, there will be an additional charge of \$125.00 per structure. If there are oil/gas wells on the property, there will be an additional research fee of \$125.00 per well. Extraordinary circumstances, such as regulatory agency reviews based upon recent policy changes, may require additional tasks or further detailed analysis not covered in the present scope of work. If this task requires more than a total of 24 hours of project management time, the extra hours will be billed hourly as additional services, based on the attached rate schedule, but will not exceed 10% (\$305.00) without written approval from the client.*

***This is an estimate for a Nationwide Permit. Extraordinary circumstances, such as regulatory agency reviews based upon recent policy changes, may require additional tasks or further detailed analysis not covered in the present scope of work.*

It is assumed that no MAJOR roadblocks to the permit are presented by the public comment agencies, TCEQ, and/or USACE. If extraordinary circumstances/requests for additional details are encountered, this amount will increase proportionally and a change order will be submitted to the client as described above.

If additional tasks require more than a 10% overage (as described above), Berg ♦ Oliver will provide the client with an appropriate change order.

This cost estimate is valid for a period of six (6) months beyond the date shown below. After six (6) months, cost estimates may change due to fluctuations in fuel, subcontractors, and other sources

required to complete the project.

Berg ♦ Oliver will begin the work described herein upon the execution of this proposal by the client. Invoices for each lump sum amount will be invoiced upon completion of the task or upon 50%, 75%, and 100% completion if the project takes longer than thirty (30) days to complete. Invoices for all hourly work will be submitted monthly and will be based upon the attached Rate Schedule in Attachment B. Payment of all invoices is expected within thirty (30) days of the client's receipt of the invoice submitted by Berg ♦ Oliver. If invoice is not paid in full in thirty (30) days, interest will accrue at 1.5% per month (18% per annum).

CONFIDENTIALITY OF ASSESSMENT

The assessment and all related work and services of Berg ♦ Oliver Associates, Inc. are confidential. Berg ♦ Oliver Associates, Inc. is hereby employed by Dannenbaum Engineering Corporation pursuant to this contract. Under such contract relationship, all correspondence, written or oral, which relates to the findings of this study are, to the extent permitted by law, strictly confidential between the parties hereto, unless Berg ♦ Oliver Associates, Inc. receives a written request from the client to offer the results of this study to a third party not a part of this agreement/proposal. Environmental assessments may occasionally uncover extremely sensitive findings. It is the responsibility of Berg ♦ Oliver Associates, Inc. to report these findings to the authorizing client and to no other party.

PROPOSAL ACCEPTANCE AND EXECUTION

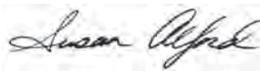
Acceptance of this proposal, including the “General Conditions for Services” found in Attachment C, will be indicated by the signatures below and will serve as authorization to proceed with the work proposed herein. The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg ♦ Oliver Associates, Inc. personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg ♦ Oliver Associates, Inc. by the execution of this agreement/proposal. If the client is a Corporation or a Partnership, then the signature below will also represent the personal guarantee of the individual signing on behalf of the Client.

IN WITNESS THEREOF, Dannenbaum Engineering Corporation and Berg ♦ Oliver Associates, Inc. have accepted and executed this proposal for environmental services on this the _____ day of _____, 2013.

DANNENBAUM ENGINEERING CORPORATION

By: _____
Authorized Signature

BERG ♦ OLIVER ASSOCIATES, INC.

By:  _____
Susan Alford, REM
President

ATTACHMENT A

TASK I WETLAND DELINEATION SCOPE OF WORK

The objective of the Delineation is to evaluate and document any portion of the site to be classified as a "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to USACE jurisdiction. The delineation will be conducted according to the 1987 United States Army Corps of Engineers Wetland Delineation Manual, the December 2008 Rapanos Guidance for Jurisdictional Determination, and the 2009 Atlantic and Gulf Coast Plain Delineation Supplement. The recent guidance and supplemental criteria have altered the primary determining factors for identifying waters of the United States. However, compliance with these criteria requires a significant increase in the documentation and scientific evaluation.

Delineation work will consist of the following tasks:

Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), to determine the types of surface soils expected to be confirmed by on-site soil analysis.

Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

Task 3: Site Reconnaissance for Wetland Indicators.: Task 3 will include inspecting the property under the field procedures outlined in the Corps of Engineers Wetland Delineation Manual – Technical Report Y-87-1 and Regional Supplement by the USACE.

Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.

Task 4: Demarcation of Wetland Areas: Task 4 will include the flagging of the jurisdictional wetland areas and/or the ordinary high water mark for location by Global Positioning System (GPS) using the USACE October 2003 Standard Operating Procedures is required for USACE verification/permitting and is recommended for project planning.

Task 5: Report Preparation: Task 5 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as U.S. Geological Survey topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, and a wetland delineation map will indicate the limits of the Jurisdictional Waters, information regarding the field location of the boundaries of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each Jurisdictional area will be depicted with the following information: (1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The client will be provided one hard copy and one electronic copy of the report.

TASK II
THREATENED AND ENDANGERED SPECIES ASSESSMENT
SCOPE OF WORK

The objective of the Threatened and Endangered Species Assessment is to evaluate the potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973 and subsequent amendments and listings. The following selected tasks will be considered for the 12-acre tract.

1: Review of Agency Listing for Estimated Habitat Boundaries. The listings currently maintained by U.S. Fish and Wildlife will be evaluated to determine if any of the listed species may be shown to potentially inhabit the area.

2: Consultation with Appropriate Agencies. Task 1 results may reveal the need for additional current information. If indicated, several private sources and agencies will be interviewed for information regarding specific species having potential for habitation of the subject site.

3: Site Reconnaissance and Biological Impact Assessment. The biological aspects of the potential habitat will be physically reviewed and documented to determine if the habitat is desirable or reproductively useful to the specific species. The site will be reviewed for biological indicators of presence. If marginal or suspicious habitats are encountered, a specialist on the specific study species will be consulted and included in the site impact assessment.

4: Preparation of Letter of Findings and Recommendations. Following the completion of all research and site reconnaissance, a letter of findings and recommendations will be completed and forwarded to the client.

TASK III
ARCHEOLOGICAL RECORDS REVIEW
SCOPE OF WORK

The objective of the Historical, Cultural, and Archeological Records Review is to: 1) review related historical information, including the Texas Historical Commission's (THC) records; and 2) based on the review of THC's records and property characteristics, determine if the subject tract possesses sufficient criteria to necessitate a detailed study that would evaluate the potential for sites of significant historical, cultural, or archeological public value on the subject property.

The records review will be conducted by subcontract and reviewed by Berg ♦ Oliver personnel. Findings and recommendations will be provided to the client by Berg ♦ Oliver.

TASK IV
PHASE I SITE ASSESSMENT

The Phase I Environmental Site Assessment (Phase I) will be performed in accordance with ASTM standard practice E 1527-2005, Environmental Site Assessments: Phase I Environmental Site Assessments.

This practice is intended to permit you to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in 42 USC '9601§(35)(B).

SITE LOCATION

The site location is reported to be approximately 12 acres, between FM 518 and County Road 59, in Brazoria County, Texas. **The Client will need to furnish Berg ♦ Oliver with the following items in order to begin the Phase I ESA process:**

- **A survey map of the site;**
- **Metes and bounds or legal description; and**
- **Contact name of the current owner or owner's representative to complete an owner/occupant inquiry.**

These items should show or describe the exact location of the subject property to be assessed.

SCOPE OF WORK

The objective of the Phase I is to identify, to the extent feasible under the processes prescribed in ASTM E 1527-2005, the potential for recognized environmental conditions; that is, the presence or likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the property. The Phase I will have four components, described as follows:

1. **Records Review:** Obtain and review records that will help identify recognized environmental conditions in connection with the property. Some records will pertain to properties within an additional approximate search distance in order to help assess the likelihood of potential problems from migrating substances.
2. **Site Reconnaissance:** Visually and physically inspect the property and adjoining properties, to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles, for evidence of hazardous substances or petroleum products.
3. **Interviews:** a) Interview owners and occupants, or their designated representatives, to obtain information regarding current and historical uses of the property that may be related to environmental conditions. b) Conduct inquiries of local agency (e.g. fire department, health department) officials or staff members that may have knowledge or records of environmental conditions or incidents related to the property or the surrounding area. Interviews may in the form of personal contact, telephone contact, or written correspondence.
4. **Evaluation and Report Preparation:** The information gathered from the previous tasks will be evaluated, and the findings will be presented in a report that describes, at minimum, site and vicinity descriptions, current and past uses of the property and adjoining properties, information from records reviews, information from site reconnaissance and interviews, conclusions and opinions of impacts, if any, of recognized environmental conditions. The report will also describe the methodologies used, and will include appropriate documentation and exhibits of information used to conduct the assessment. Recommendations for further study, if any, will be provided in a separate document.

INVESTIGATIVE WORK

Phase I investigative work includes, but may not be limited to, four basic tasks which are each comprised of several components. The details of these tasks are set forth below, listing the standard components of each. The ASTM E 1527-2005 standard prescribes a review of *reasonably ascertainable* information; that is, information that is publicly available, obtainable from its source within reasonable time and cost restraints, and practically reviewable. The availability of information will vary based on the location of a given site. Berg ♦ Oliver will attempt to review as much of the following information as is reasonably ascertainable for this project.

Task 1: Records Review

Standard Environmental Record Sources

Review documented environmental site listings from Federal and State regulatory agency database sources, including the following:

<u>Sources</u>	<u>Minimum Search Distance</u>
1. Federal NPL Facilities/Sites Lists	1.0 Mile Radius

2. Federal NPL-Delisted Sites List	0.5 Mile Radius
3. Federal CERCLIS List	0.5 Mile Radius
4. Federal NFRAP List	0.5 Mile Radius
5. Federal RCRA Contracts List	1.0 Mile Radius
6. Federal RCRA TSD List	0.5 Mile Radius
7. Federal RCRA Generator List	Adjoining
8. Federal Finds List	0.5 Mile Radius
9. Federal ERNS List	Site Specific
10. State Priority List	1 Mile Radius
11. State IOP List	0.5 Mile Radius
12. State SWLF/CLI List	0.5 Mile Radius
13. State CLI List	0.5 Mile Radius
14. State LPST List	0.5 Mile Radius
15. State Registered UST/AST List	Adjoining
16. State PST List	0.5 Mile Radius
17. State TCEQ VCP List	0.5 Mile Radius
18. State Brownfield List	0.5 Mile Radius
19. Dry Cleaner List	0.5 Mile Radius
20. IHW List	Adjoining
21. Local Hazmat Spills	Site Specific

Documented regulatory agency sites located within the ASTM prescribed minimum search distance will be identified and plotted on a composite site map.

Physical Setting Sources

USGS Topographic Map(s) will be reviewed to determine site topography and surface drainage patterns of the site and the surrounding area. Current and past structures, roads, well installations, and other improvements will be evaluated, as well as other pertinent physical features such as streams or water bodies. **Federal Emergency Management Agency** floodplain map(s) will be evaluated to determine if the subject property lies within a known floodplain. The appropriate **Soil Survey** from the **USDA Natural Resource Conservation Service** will be reviewed to determine the site's soil conditions and general surface geology of the area. General descriptions will be made of the subsurface hydrogeology based on information from **USGS Groundwater Maps** or other sources.

Historical Use Information

Historical Aerial Photographs will be obtained from aerial photography firms having inventory of the subject area. The photographs will be reviewed to evaluate previous land use characteristics for the property and adjacent parcels. The photographs will also be checked for possible oil and gas exploration activities, surficial anomalies associated with waste ponds or dumps, and previous commercial and/or industrial activities.

Local **City Directories** and **Sanborn Fire Insurance Maps**, if available, will be reviewed for listings of the types of past structures or business operations that may have existed on the property. In addition, **Texas Railroad Commission Records** will be reviewed to determine if oil and/or gas exploration or production has occurred on the site. This information will be obtained from a **Regional Oil and Gas Survey Map** prepared by Tobin

Research, Inc.

Task 2: Interviews and Agency Inquiries

Owner/Occupant Inquiry

Inquiries will be made of person(s) who may have knowledge of current or historical conditions associated with the subject property. One or more of the following individuals may be contacted for an interview: 1) **Current Owner** 2) **Owner's Representative** 3) **Occupants or Tenants** 4) **Adjacent Property Owners/Occupants**. Interviews may be conducted in person, by telephone, or by written correspondence in the form of an **Owner/Occupant Questionnaire**.

Local Agencies and/or Officials

Inquiries will be made of local agencies or officials that may have records of environmental conditions or incidents related to the subject property or adjacent properties. Such agencies may include the **Local Fire Department, Hazardous Materials Response, City/County Health Department, Local Pollution Control Agency**, or others deemed appropriate for the property, its location, or specific conditions.

Task 3: Additional Records Sources

In the event that site-specific conditions or standard information sources indicate a potential environmental condition(s) associated with the property, other selective files or records may be reviewed for additional information regarding such conditions. This information will be obtained at the discretion of Berg ♦ Oliver based on the findings of the investigation. Other typical sources include specific files from the **Texas Railroad Commission**, the **Texas Commission on Environmental Quality**, and the **Environmental Protection Agency**.

Task 4: Site Reconnaissance

General Site Setting

Site reconnaissance will be conducted to physically and visually inspect the property for indications of environmental conditions. Observations will be made of the **Current Site Usage, Adjacent Site Usage, Topography and Landscape, Structures, Roads, Improvements** and, to the extent practicable, **Potable Water Supply, Sewage Disposal System**, and other **Utility Installations**.

Interior and Exterior Observations

The property and any buildings or structures will be inspected for visual or physical evidence of hazardous substances or petroleum products. Exterior observations include, but are not limited to, pits, ponds, lagoons, stained soil or pavement, pools of liquid, strong odors, stressed vegetation, solid waste, waste water and associated discharge(s), above or below ground storage tanks, drums or containers, unidentified substances, wells, or septic systems. If interior inspection is required, observations will include those listed

above, if applicable, as well as heating/cooling sources and fuels, stains or corrosion, drains and sumps, storage or treatment areas, and construction materials. Any listed, or non-listed, indicator of hazardous substances or petroleum products will be identified in the findings of the report.

TASK V (IF NEEDED)
SECTION 404 CLEAN WATER ACT PERMIT
PREPARATION AND COORDINATION
SCOPE OF WORK

Scope of work for the preparation of a Clean Water Act Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. Berg♦Oliver will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to Berg♦Oliver from the client or consulting engineer.

Berg♦Oliver will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (Berg♦Oliver must have written approval from the client authorizing Berg♦Oliver to submit the permit application to the USACE.)
2. Attend two (2) on-site meetings with USACE, and resource protection agencies.
3. Attend two (2) additional meetings with the USACE in Galveston and/or the TCEQ in Austin.
4. Consult with the client, engineer, and land planner regarding the site development plan and alternatives.
5. Perform the HGM for use of a Wetland Mitigation Bank and prepare a Wetland Mitigation Plan to use such mitigation bank. (If client chooses an off-site permittee responsible Wetland mitigation option, Berg♦Oliver will prepare the mitigation plan and design under a separate proposal.)
6. Assist the applicant/client in providing the USACE site specific requested information and/or Revised Site Development Plan, if necessary.

ATTACHMENT B



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science, Engineering & Land Use Consultants

14701 St. Mary's Lane, Suite 400, Houston, Texas 77079

(281) 589-0898 fax: (281) 589-0007

Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

2013 PERSONNEL RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Project Director/Principal	\$180.00
Senior Associate	\$160.00
Professional Engineer	\$160.00
Project Manager/Registered Environmental Manager	\$140.00
Professional Geologist	\$130.00
Health/Safety Officer/Chemist	\$130.00
Project Coordinator	\$120.00
Wetlands Biologist/Ecologist	\$115.00
Soil Scientist/Geologist	\$115.00
Senior GIS Analyst	\$110.00
GIS Analyst	\$100.00
Field Technician	\$80.00
In-House Technician/Administrator	\$75.00
CADD Sr. Analyst	\$95.00
CADD Analyst	\$75.00
Administrative/Word Processing	\$65.00
Specialist Subcontractors	Cost + 15%

Above rates include all normal expenses of BOA's business, including mailing charges, in-house photocopying, long distance telephone costs, in-house graphic systems, and local area travel, unless otherwise stated in the agreement. Expenses, such as travel beyond fifty (50) miles, outside photocopying, delivery charges, photographic reproduction, and other outside services, are considered reimbursable by the client at rate of cost +15%. Any extraordinary reimbursable expenses, in excess of \$250.00 must have authorization from the client.

NOTE: The rate schedule is for the current fiscal year, with an effective date of January 1. Hourly rates are adjusted annually as inflation dictates. If this contract spans more than one fiscal year (ending December 31), hourly rates may be adjusted. Regardless of any rate adjustment, the "not to exceed" figures in a contract will not change.

Berg ♦ Oliver Associates, Inc.
BOA project number 9263
December 10, 2013

ATTACHMENT C
GENERAL CONDITIONS FOR SERVICES

These General Conditions are a part of each agreement between Berg♦Oliver Associates, Inc. and its client for the performance of services. Berg♦Oliver Associates, Inc. is identified as "BOA". The party for whom the services are performed is identified as "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

Article 1: Services by BOA

1.1 Scope of services standard of care. BOA will perform the scope of services expressly described in this Agreement, after it is signed by both parties. The services performed by BOA will be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same locale acting under similar circumstances and conditions.

1.2 Restoration. BOA will exercise reasonable care to minimize damage to the site. However, Client acknowledges that some damage may occur in the normal course of performing the services, even if due care is exercised, and agrees that BOA will not be liable for such damage and will be entitled to additional compensation if it is asked to perform restoration services not expressly included in the scope of services.

1.3 Reports and Investigations. If BOA's performance of the services includes assessment, identification, or testing services, the number of investigations and observations BOA makes, the number of samples it collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples by their specific locational nature may not exactly represent similar samples or observations in the immediate vicinity. BOA **does not** guarantee that all violations, problems, or sources of possible environmental condition will be identified, that all contaminants or environmental condition will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by BOA will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling, and/or testing conducted under this Agreement. In preparing its report, BOA may review and interpret information provided by Client, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. BOA may include in its report a Statement of Limitations describing the limitations of its investigations and findings and indicating that the report is for Client's use only and will not be relied upon by any third party, except as expressly agreed in writing by BOA, and then only at such third party's own risk.

1.4 Documents. All reports and documents prepared and deliverable to Client pursuant to this Agreement will become Client's property upon full payment to BOA. BOA may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, and other documents and computerized materials prepared by BOA are instruments of BOA's services and will remain BOA's property. All deliverables provided to Client are for Client's use only for the purposes disclosed to BOA, and Client will not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose, without BOA's express written consent.

1.5 Services not included. Unless expressly included in the scope of services, BOA's services will not include the following: (a) the detection, removal, treatment, transportation, disposal, monitoring, or remediation of any contamination of soil or groundwater at the site by petroleum or petroleum products (collectively called "oil") or hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal, state, or local environmental laws, regulations, statutes, rules, standards, or ordinances (collectively called "Hazardous Materials"); (b) mechanical compaction of backfill; (c) dewatering before installation or filling tanks with liquid or ballast following installation; (d) pump-out or disposal of product, water, or other contents from existing tanks; (e) installation of anchor systems, foundations, shoring, or other support devices; (f) concrete, blacktop, water, sewer, electricity, or other outside services; (g) the removal of any soil or water; (h) installation of protective fencing or other structure; or (i) construction or monitoring. BOA will be entitled to additional compensation if it is asked to perform or provide such services listed above. BOA will not be responsible for damage to or imperfections in any concrete slabs it installs unless they are protected by Client from traffic for seven days.

1.6 Estimates. Any estimates of probable construction or implementation costs, financial evaluations, feasibility studies, or economic analyses prepared by BOA will represent its best judgement based on its experience and available information. However, Client recognizes that BOA has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, BOA does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by BOA.

1.7 Other Contractors. Except to the extent expressly agreed in writing, BOA will not have any duty or authority to direct, supervise, or oversee any contractors of Client or their work or to provide the means, methods, or sequence of their work or to stop their work. BOA's services and/or presence at a site will not relieve others of their responsibility to

Client or to others. BOA will not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless, and defend BOA against any claims arising out of such failures.

1.8 Litigation support. BOA will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event BOA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client will reimburse BOA for its costs and compensate BOA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

1.9 Warranty. If manufactured products are purchased by BOA and furnished to Client or incorporated into the work, BOA will assign to Client any warranties provided by the manufacturer, to the extent they are assignable, and Client's sole resource will be against the manufacturer. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Full risk of loss of materials and equipment furnished by BOA will pass to Client upon their delivery to Client's premises, and Client will be responsible for protecting them against theft and damage. However, until BOA is paid in full, it will retain title for security purposes only and the right to repossess the materials and equipment.

Article 2: Responsibilities of Client

2.1 Client requirements. Client, to the best of its ability, without cost to BOA, will:

- (a) Designate to BOA a person to act as Client's representative;
- (b) Provide or arrange for access and make all provisions for BOA to enter any site where services are to be performed;
- (c) Furnish BOA with all reasonably available information pertinent to the services;
- (d) Furnish BOA with a legal description of the site and all available surveys, site plans, and relevant information about site conditions, topography, boundaries, easements, zoning, land use restrictions, and right-of-ways, if available and as needed;
- (e) Furnish BOA with all approvals, permits, and consents required for performance of the services except for those BOA has expressly agreed in writing to obtain;
- (f) Notify BOA promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Material, and of any OTHER CONDITIONS REQUIRING SPECIAL CARE, and provide BOA with any available documents describing the quantity, nature, location, and extent of such materials, contamination, or conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices BOA has expressly agreed in writing to give;
- (h) Before commencement of any drilling or excavation at a site, furnish BOA with a complete description (to the best of their ability) of all underground objects and structures at the site, including, but not limited to, wells, tanks, and utilities; and indemnify, hold harmless, and defend BOA against claims arising out of damages to underground objects or structures not properly defined;
- (i) Provide BOA with information concerning prior owners of the site and any current or historical uses of or activities on the site by Client, prior owners, or others, as needed;
- (j) Furnish to BOA any known contingency plans related to the site;
- (k) Furnish to BOA any previous environmental audits and/or assessments related to the site.

2.2 Hazards. Client represents and warrants that it does not have any knowledge of Hazardous Materials or Oil, or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials except as expressly disclosed to BOA in writing.

2.3 Confidentiality. Client acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to BOA and agrees not to disclose it or otherwise make it available to others without BOA's express written consent.

2.4 Health and safety. Client acknowledges that it is now and will at all times remain in control of the project site. Except as expressly provided herein, BOA will not be responsible for the adequacy of the health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. BOA will not be responsible for inspecting, observing, reporting, or correcting health or safety conditions or deficiencies of Client or others at Client's site. So as not to discourage BOA from voluntarily addressing health or safety issues while at Client's site, in the event BOA does address such issues by making observations, reports, suggestions, or otherwise, BOA will nevertheless have no liability or responsibility arising on account thereof. Client agrees to indemnify, hold harmless, and defend BOA to the fullest extent permitted by law

against any and all claims arising out of such programs, activities, conditions, or deficiencies unless BOA is responsible for gross negligence with regard to its work.

Article 3: Changes; Delays; Excused Performance

3.1 Changes. Unless this Agreement expressly provides otherwise, BOA's proposed compensation represents its best estimate of the costs, effort, and time it expects to expend in performing the services based on its reasonable assumption of the conditions and circumstances under which the services will be performed including, but not limited to, those stated in Section 3.2. As the services are performed, conditions may change or circumstances outside BOA's reasonable control (including changes of law or regulatory policy) may develop that would require BOA to expend additional costs, effort, or time to complete the services, in which case BOA will notify Client, and an equitable adjustment will be made to BOA's compensation. In the event conditions or circumstances require the services to be suspended or terminated, BOA will be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

3.2 Assumptions. Unless specified in writing, BOA's compensation is based on the assumption that: (a) there is no impact spoil or excavation of natural resources on or adjacent to the site that has not been disclosed to BOA by the client; (b) there is no contamination of soil or groundwater at the site by Oil or Hazardous Materials that has not been disclosed to BOA by Client, (c) BOA will not encounter any underground structures, utilities, boulders, rock, water, running sand, or other unanticipated conditions in the course of drilling or excavation; (d) tank installations will not require dewatering by BOA; and (e) if BOA's scope of services includes services related to petroleum facilities or storage tanks, groundwater will not cause tanks to float or require the use of Ballast. BOA will be compensated for any additional efforts expended or costs incurred in addressing such conditions.

3.3 Force majeure. BOA will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond BOA's reasonable control. In the event of such delay or failure, the time for performance will be extended by a period equal to the time lost plus a reasonable recovery period, and the compensation will be equitably adjusted to compensate for any additional costs BOA incurs due to any such delay.

3.4 Disputes. If any claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and BOA may pursue any property liens or other rights it may have to obtain security for the payment of its invoice.

Article 4: Compensation

4.1 Rates. Unless otherwise agreed in writing, BOA will be compensated for its services at its standard rates and will be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the services.

4.2 Invoices. BOA may invoice Client on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client will pay interest from invoice date until payment is received at the lesser of 1.5% per month or the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it will notify BOA in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and will pay the portion not in dispute.

4.3 Suspension, etc. BOA may suspend or terminate the services at any time if payment is not received when due and will be entitled to compensation for the services previously performed and for costs reasonably incurred in connection with the suspension or termination.

4.4 Collection. Client will reimburse BOA for BOA's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement.

4.5 Taxes, etc. Except to the extent expressly agreed in writing, BOA's fees do not include any taxes, excises, fees, duties, or other government charges related to the goods or services provided under this Agreement, and Client will pay such amounts or reimburse BOA for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption or direct payment permit, it will provide BOA with a valid exemption or permit certificate and indemnify, defend, and hold BOA harmless from any taxes, costs, and penalties arising out of the use or acceptance of same.

Article 5: Insurance and Allocation of Risk

5.1 Insurance. During the performance of the services, BOA will maintain the following insurance:

Workers' Compensation	Statutory limits
Employers' Liability	\$1,000,000 each accident
Commercial General	\$1,000,000 per occurrence & aggregate
Automobile Liability	\$1,000,000 per occurrence & aggregate
Professional Liability	\$1,000,000 per claim & aggregate

Insurance certificates will be furnished upon request.

5.2 Client indemnification. For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client agrees to indemnify, hold harmless, and defend BOA from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witness' fees and other cost and expenses of defense and settlement, which BOA may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction, or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any damages claimed by third parties (collectively, "Damages") to the extent arising in whole or in part out of Client's violation of law or breach of this Agreement or out of the negligence or willful misconduct of Client, its other contractors, agents, suppliers, or employees.

5.3 BOA indemnification. For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the limitations set forth in paragraph 5.4, BOA agrees to indemnify, hold harmless, and defend Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witness' fees and other costs and expenses of defense and settlement, which Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any damages claimed by third parties (collectively, "Damages") to the extent arising in whole or in part out of BOA's violation of law or breach of this Agreement or out of the negligence or willful misconduct of BOA, its other contractors, agents, suppliers, or employees.

5.4 Limitation of liability. BOA's aggregate liability for any and all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, tort, trespass, or any other theory of liability, will be limited to \$10,000 or the total compensation received by BOA from Client under this Agreement, whichever is the lesser. In no event will BOA be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, however caused, even if BOA has been advised of the possibility of such damages. **Any claim will be deemed waived unless made by Client in writing and received by BOA within one year after completion of the services with respect to which the claim is made.**

5.5 Employee injury. Client agrees not to impede or to bring an action against BOA based on any claim or personal injury or death occurring in the course or scope of the injured or deceased person's employment with BOA and related to the services performed under this Agreement.

5.6 Defense. Any defense of BOA required to be provided by Client under this Agreement will be with counsel selected by BOA and reasonably acceptable to Client.

Article 6: Hazardous Materials Provisions

6.1 Hazardous Materials. Except to the extent expressly agreed in writing, BOA's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where BOA is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to BOA in writing will entitle BOA to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed. In no event will BOA be required or construed to take title, ownership, or responsibility for such Oil or Hazardous Materials.

6.2 Manifests. In the event that the scope of services includes the remediation of any Oil or Hazardous Materials, before BOA removes from a site any Oil or Hazardous Materials, Client will sign any required waste manifests in conformance with all DOT and other government regulations, listing Client as the generator of the waste. If someone other than Client is the generator of the waste, Client will arrange for such other person to sign such manifests. BOA

will not directly or indirectly assume title to or own or be deemed to possess any materials handled or removed from any site, including Oil or Hazardous Materials. Nothing in this Agreement will be construed to make BOA a "generator" as defined in RCRA or any similar laws governing the treatment, storage, or disposal of waste. Except to the extent BOA's responsibilities expressly include identification of the waste, Client will provide waste material profiles, which accurately characterize the waste. If the services include transportation of Hazardous Materials or Oil, BOA may evaluate and recommend possible disposal sites for Client's use. However, under RCRA and CERCLA, the client, as generator, has ultimate responsibility for selection of the disposal site. Client acknowledges and agrees that it will evaluate and select the proper disposal site and be solely responsible therefore.

6.3 Hazardous Materials indemnification. Client acknowledges that BOA does not have any responsibility for preexisting Oil and Hazardous Materials at the site, any resultant contamination there from, or, except as expressly agreed in writing, for previous detection, monitoring, handling, storage, transportation, disposal, or treatment, that BOA's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in addition to the indemnification provided in Section 5.2, Client agrees to indemnify, hold harmless, and defend BOA against all damages arising out of or related to Oil or Hazardous Materials located at or removed from the site, including damages such as the cost of response or remediation arising out of application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability.

Article 7: Miscellaneous Provisions

7.1 Confidential information. Although BOA generally will not disclose without Client's consent information provided by Client or developed by BOA in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in BOA's possession, or obtained from third parties), BOA will not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property, or welfare of human beings. BOA will advise Client (in advance, except in emergency) of any such disclosure.

7.2 Notices. Notices between the parties will be in writing and will be hand delivered or sent by certified mail or acknowledged telefax properly addressed to the appropriate party.

7.3 Assignment, etc. Neither the Client nor BOA will assign or transfer any rights or obligations under this Agreement, except that BOA may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement will be construed to give any rights or benefits to anyone other than the Client and BOA, without the express written consent of both parties. The relationship between Client and BOA is that of independent contracting parties, and nothing in this agreement or the parties' conduct will be construed to create a relationship of agency, partnership, or joint venture.

7.4 Governing law and Headings. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

7.5 Entire agreement. This Agreement supersedes all prior agreements and, together with any work release document issued under this Agreement and signed by both parties, constitutes the entire agreement between the parties. Any amendments to this Agreement will be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order, or other document provided by Client modify or amend this Agreement, even if it is signed by BOA, unless BOA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings, which comprise this Agreement, the other writings will take precedence.

7.6 Survival. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties will survive the completion of the services and the termination of this Agreement.



Jeff Couvillion
Director of Building Programs – Alvin Independent School District
2200 Stapp Maxwell
Alvin, Tx 77511

May 7, 2013

RE: MOU for Plat Approval
High School No. 3 – Broadway at Kirby Drive

Dear Mr Couvillon

Thank you for taking time to meet regarding High School No. 3 located along Broadway just west of Kirby Drive. I understand the School District's concerns with getting the plat complete sooner than later in an effort to not affect the construction schedule of the campus. The City is willing to help assist in alleviating this concern through these efforts. It is my understanding that the District agrees to construct the traffic signal on Broadway at the intersection of the proposed driveway to the campus along with the associated turn lanes; the District will build the extension of the left turn lane along Broadway which should not extend east pass Broadway Bend; and the addition of a right turn lane along Broadway (east bound traffic). These improvements along Broadway should not require acquiring additional right-of-way. The District also agrees to construct the traffic signal at the school's driveway along Kirby Dr. along with the turning lanes as determined by the final approved TIA. Due to the fact that the TIA has not been finalized and approved, the actual storage lengths required has not been determined but we understand that the District will construct the length as required by the City's determination from the TIA.

Regarding the drainage plan for the site, the information provided is sufficient along with coordination with Brazoria Drainage District No.4. It is the City's understanding that the drainage from this property will be detained onsite and then discharged into the channel A124-04-03 that runs north and south along the east side of the property. The City will review the final plan upon submittal of the Site Plan for the proposed development.

Please note that the plat will be approved upon agreement by the School District to the above described understanding.

Sincerely

Andrea Broughton, PE
City Engineer



ALVIN INDEPENDENT SCHOOL DISTRICT

Fred Brent, Ed.D.
Superintendent

Andrea Broughton, PE
City Engineer, City of Pearland
3519 Liberty Drive,
Pearland, TX 77581

Re: Alvin ISD HS#3, MOU for Final Plat Approval Letter Dated May 7, 2013

Dear Mrs. Broughton,

Please be advised that on June 17, 2013, Alvin ISD Superintendent of Schools, Dr. Fred Brent, received authorization from the Board of Trustees to accept the principals of understanding regarding the off-site roadway improvements for future AISD High School #3, called out in your MOU letter dated May 7, 2013.

It is our understanding that the City of Pearland will continue working with Alvin ISD Building Programs Department to implement these improvements prior to the anticipated opening of this campus in the summer of 2016. The details of the project, funding arrangements, and actual cost estimates would be finalized in a mutually acceptable agreement between the City of Pearland and Alvin ISD in the near future. It is also understood that the City of Pearland will grant approval of the final plat for the High School site once this acceptance letter is received.

I would like to re-emphasize the fact that funding for the construction of the High School is dependent upon the Alvin ISD Board of Trustees calling a bond election and the successful passage of the bond referendum to include construction of a new High School #3 campus.

Thank you so very much for your continued support of Alvin ISD as we as we strive to be a dynamic learning organization committed to excellence for all students and every program.

Sincerely,

A handwritten signature in black ink that reads "Fred Brent". The signature is written in a cursive style with a large, stylized "F" and "B".

Dr, Fred Brent

Superintendent of Schools, Alvin ISD

New Business Item No. 3

3. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-12** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A FACILITIES EXTENSION AGREEMENT WITH CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC. *Mr. Trent Epperson, Director of Engineering and Capital Projects.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF: February 23, 2014	ITEM NO.: Resolution No. R2014-12
DATE SUBMITTED: February 6, 2014	DEPT. OF ORIGIN: Projects
PREPARED BY: Cuong Le	PRESENTOR: Trent Epperson
REVIEWED BY: Mike Hodge	REVIEW DATE: February 14, 2014
SUBJECT: Fire & EMS Station #3 – Utility Adjustment: CenterPoint Underground	
EXHIBITS: R2014-12 A – CenterPoint Facilities Extension Agreement	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$61,700.00 AMOUNT BUDGETED: \$3,117,291 AMOUNT AVAILABLE: \$2,802,463 PROJECT NO.: FA1302 ACCOUNT NO.: 68-0000-565.03-00 ADDITIONAL APPROPRIATION REQUIRED: NA ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

BACKGROUND

Due to the Pearland's growth, the City is upgrading its fire protection services by constructing a new Fire & EMS Station on east side of the City at 3207 Yost Boulevard (intersection of Yost Boulevard and FM 518). This site was selected for its compliance with the optimum location for the Fire Station #3 identified in the Pietsch Report. Fire Department equipment readiness standards require continual testing of fire apparatus. Because Station #3 will house a ladder truck requiring the testing of the ladder, existing power lines along Yost will need to be relocated in order to provide a clear station driveway for ladder testing. In addition to this adjustment, the site plan will make changes to the location and route of the church's electrical service which are also necessary to provide power for the new station.

While CenterPoint's service line heights exceeds the State's 22 foot requirement, allowing the fire trucks to safely access the future station, the Fire Department needs to have a clear aerial space to extend and test the ladder truck that will be staged at this station.

Staff has identified two options to accommodate this operational requirement. Option A, is to relocate the power poles along the landscape buffer, on the east side of the property. This option would, however, require a significant amount of tree removal resulting in the loss of four heritage trees (28-32 inch caliper) and the cost of their mitigation. The cost of Option A, accounting for the loss of the trees, is estimated to be \$27,620, plus pole adjustments of \$40,939, and adjustments to Comcast and AT&T estimated to be another \$10,000, totaling approximately **\$78,559**.

Option B, the preferred option, is for CenterPoint to relocate 145 feet of overhead electric service currently running along Yost, to an underground concrete duct bank beneath the proposed station driveway on Yost. This option completely avoids the loss of or damage to the heritage trees on site. The cost for CenterPoint to build the concrete duct bank and to install the necessary poles to go underground is \$61,700. In addition, Option B includes the adjustment of Comcast lines from aerial to underground (\$4,723.84), and relocating the existing electrical service for the adjacent church with a new electrical easement (\$34,112). The total cost for all line relocations required under Option B is **\$100,535.84**, which is a difference of \$21,976.84

While both Options A & B provide the aerial clearance that the Fire Department needs, staff recommends preserving the four heritage trees with Option B, which will cost an additional \$21,976.84.

The above information was provided to explain the full scope and costs of the relocation efforts. However, this Agenda Request only addresses City Council approval of the Facilities Extension Agreement in the amount of **\$61,700**. The subsequent CenterPoint service relocations, easement, and Comcast relocation agreements do not require Council approval.

SCOPE OF CONTRACT/AGREEMENT

CenterPoint Energy will construct a concrete duct bank under the proposed fire station driveway facing Yost and remove a conflicting 45' pole, install two new terminal poles in an electrical easement (to follow under separate Council action). This will result in 145' of the existing three phase overhead service being removed allowing the Fire Department to safely test their ladders in the driveway at this location.

Since there is no proposed utility work within the landscape buffer, no heritage trees will be removed for the station construction and no tree mitigation will be necessary.

BID AND AWARD

CenterPoint Energy submitted the attached Facilities Extension Agreement and scope of work (Option B) to provide utility adjustments for this project and staff has reviewed the proposal and find it to be reasonable and acceptable.

SCHEDULE

CenterPoint will schedule the work 6-8 weeks after receiving the check and signed agreement.

POLICY/GOAL CONSIDERATION

The reconstruction of Fire Station 3 was specifically identified in the 2013-2017 CIP. This project will improve the Fire and EMS response times and services for the east end.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 3,117,291					\$ 3,117,291
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	314,828					314,828
Construction						-
FF&E						-
Current Request						
Construction	61,700					61,700
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	2,670,763					2,670,763
FF&E	70,000					70,000
Total Expenditures	\$ 3,117,291	\$ -	\$ -	\$ -	\$ -	\$ 3,117,291
Remaining Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Debt Sold	289,368					
Debt to Be Sold	2,822,423					
Annual Debt Service	19,388	208,490	208,490	208,490	208,490	

O&M IMPACT INFORMATION

Year	2014	2015	2016	2017	2018
Operation and Maintenance Costs	\$ 177,705	\$ 847,365	\$ 870,518	\$ 894,365	\$ 918,928

RECOMMENDED ACTION

Staff recommends that City Council enter into a Facilities Extension Agreement with CenterPoint Energy in the amount of \$61,700 and authorize the City Manager to execute the same.

RESOLUTION NO. R2014-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
ENTER INTO A FACILITIES EXTENSION AGREEMENT WITH
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Facilities Extension Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Facilities Extension Agreement.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between CITY OF PEARLAND, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 3207 YOST BOULEVARD.

The Company agrees to accept payment of \$ 61,700.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: As detailed in the T & C Package Job # 67833492; all underground construction by the Company for the conversion of an overhead primary circuit to underground. This agreement includes no cost for the modification or removal of the existing overhead facilities.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to proceed extend Company facilities) and sign and return this Agreement before Company can with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

"TURN- KEY OPTION"

Chapter 6: Company Specific Items

Sheet No. 6.24

Page 2 of 2

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

CITY OF PEARLAND

Retail Customer

By Richard Wagner

By _____

Richard Wagner

(name printed or typed)

(name printed or typed)

Title Sr. Engineering Specialist

Title _____

Date 01/31/2014

Date _____

Please make check payable to *CenterPoint Energy*

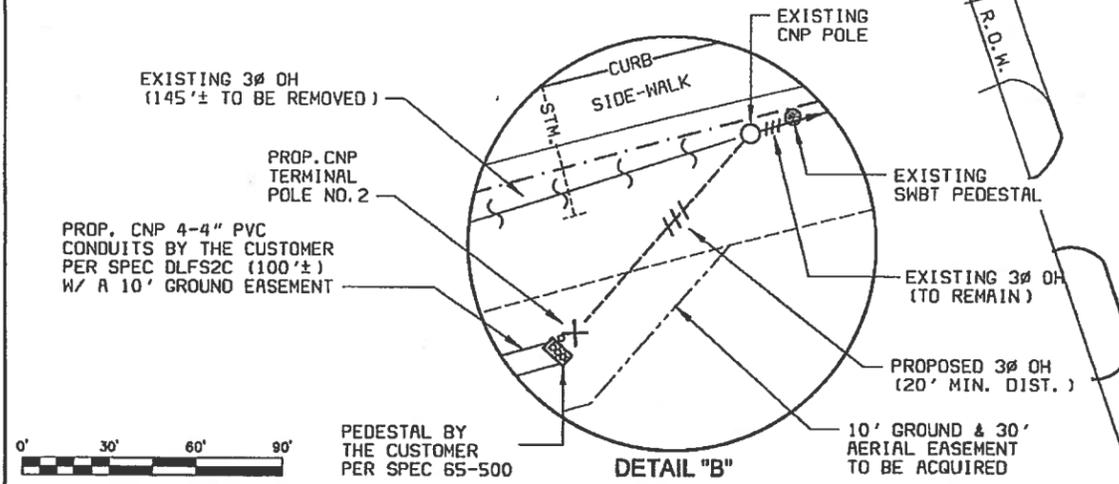
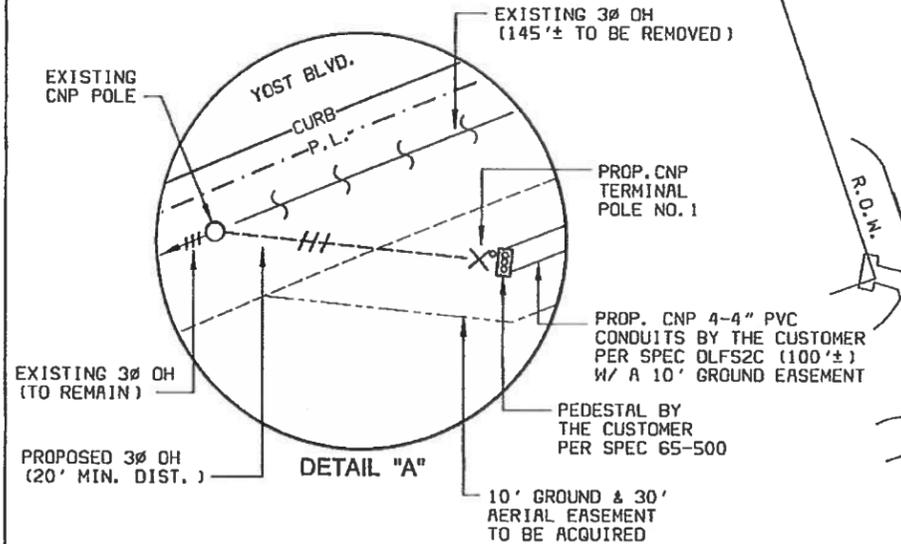
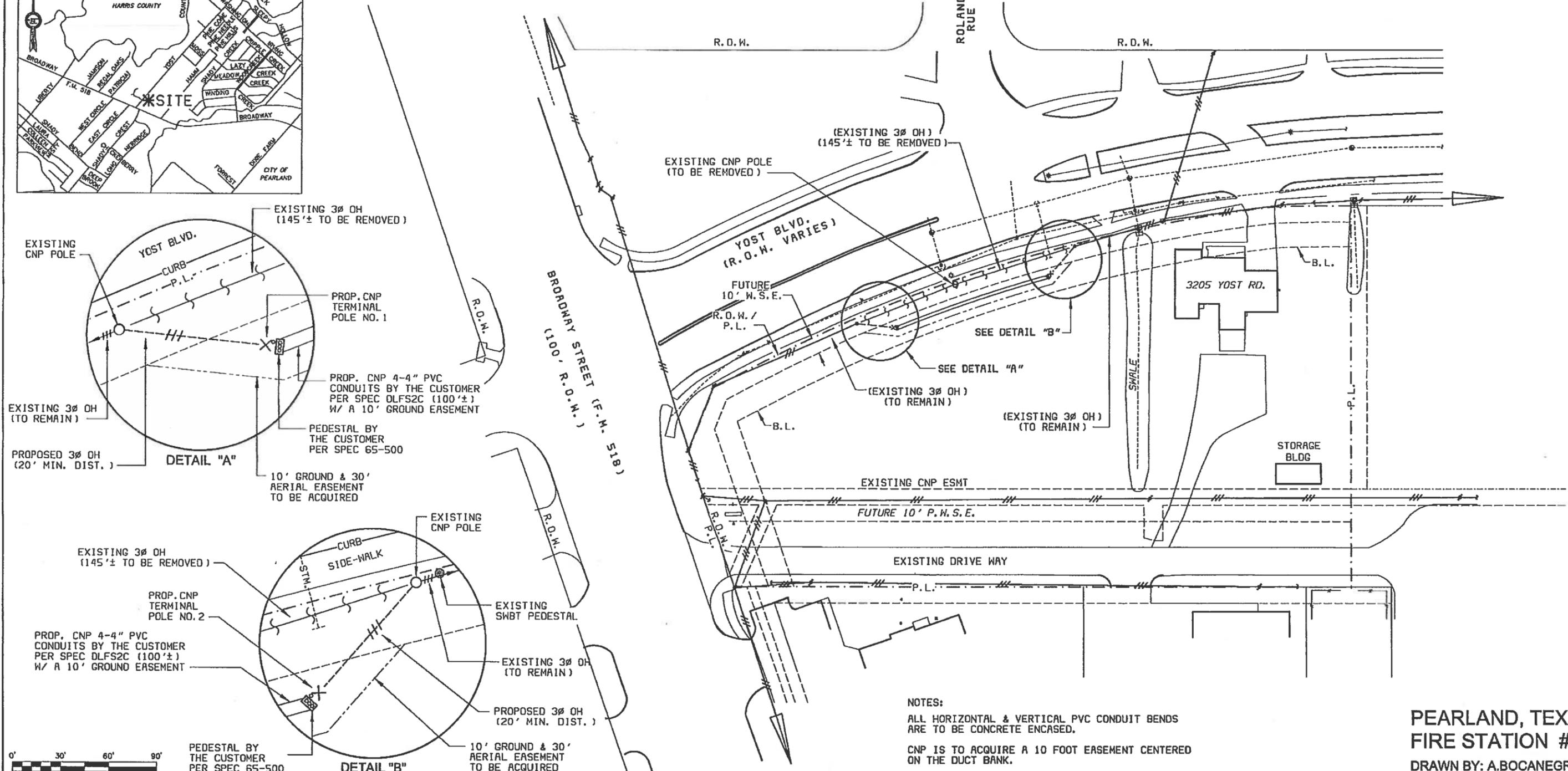
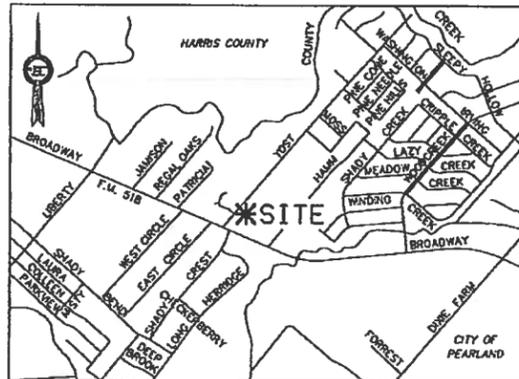
CenterPoint Energy

MAJOR UNDERGROUND ENGINEERING WORKING SKETCH

LAMBERT NO.	KEY MAP	CIRCUIT	FUNCTIONAL LOCATION	SCALE	JOB NO.
5748A1	608-Q	MY02	UDG-005320	1"=60'	-----



VICINITY MAP



NOTES:
ALL HORIZONTAL & VERTICAL PVC CONDUIT BENDS ARE TO BE CONCRETE ENCASED.
CNP IS TO ACQUIRE A 10 FOOT EASEMENT CENTERED ON THE DUCT BANK.



PEARLAND, TEXAS
FIRE STATION #3
DRAWN BY: A.BOCANEGRA

New Business Item No. 4

4. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2014-20** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PARTICIPATE IN AN INTERLOCAL COOPERATIVE PRICING ARRANGEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) FOR THE PURCHASE OF A PIERCE QUANTUM PUMPER TRUCK. *Mr. Jon Branson, Interim City Manager.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	February 24, 2014	ITEM NO.:	Resolution No. R2014-20
DATE SUBMITTED:	February 14, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Jon R. Branson
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	January 18, 2014
SUBJECT: Award of Bid for Purchase of One (1) Pumper Truck			
EXHIBITS: Resolution #R2014-20 H-GAC Contract Price Proposal			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input checked="" type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$574,049		AMOUNT BUDGETED: \$625,000	
AMOUNT AVAILABLE: \$574,049		PROJECT NO.:	
ACCOUNT NO.: 010-2320-565-80-00			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

Due to the new Fire Station No. 3 construction, the City has budgeted for the FY2014 purchase of one (1) pumper truck, and the related disposal of two (2) fire apparatus units in the Fire Department's fleet: a 1995 Smeal pumper, which has been in reserve service at Station No. 6; and a 1992 KME pumper truck, which was taken out of reserve service in 2013 and has been used for training over the past year.

SCOPE OF CONTRACT

Awarded vendor will manufacture and deliver one (1) Pierce Quantum Pumper truck as described herein for use by the PFD.

BID AND AWARD

Contract pricing has been obtained for the purchase of one (1) pumper truck from Houston-Galveston Area Council (H-GAC) awarded vendors. Comparable units are available through a cooperative purchasing contract offered by H-GAC, which meets all competitive bidding requirements of the Texas Local Government Code, Chapter 252. H-GAC contract pricing was solicited for this purchase due to the agency's historically advantageous pricing for quality equipment meeting the City's fire apparatus requirements.

The Fire Department's internal evaluation team considered two (2) fire apparatus manufacturers currently contracted with H-GAC for the manufacture and provision of firefighting equipment, those being Pierce and Spartan. The dealers representing these models were invited to review the City's requirements with Fire personnel and to provide H-GAC contract pricing for the appropriate equipment.

Siddons-Martin Emergency Group submitted contract pricing (prior to trade allowance and applicable discounts) for a Pierce Quantum pumper truck in the amount of \$625,650, with application of the respective discounts resulting in net pricing of \$574,049. Fire Department staff has reviewed comparable unit sales at auction, and determined the respective allowances to represent fair market value. The Pierce pumper unit is of high-quality construction and is a slight upgrade in cab size and chassis to the Pierce Impel pumper unit most recently purchased by the City in February, 2013. This will result in a high degree of design and operational familiarity by Fire personnel, and will assure sufficient on-board compartment storage areas for related equipment. Siddons-Martin is the contracted vendor for preventive maintenance on City Pierce equipment, and maintains a service facility in Houston. A second H-GAC pricing proposal was obtained from Metro Fire Apparatus Specialists, reflecting a net price of \$569,582 for a comparable Spartan pumper truck. While this quote is approximately \$4,500 lower, several safety and performance attributes of the Pierce unit are deemed superior to that on the Spartan unit in the determination of the PFD evaluation committee, with some of the more critical features noted below:

- Pierce pumper driver control area is designed and built in a manner by which truck system controls are arranged and wrapped around the driver for ease of access, with additional emergency controls located on the steering wheel for access without removing hands from wheel.
- Pierce field of vision through the front windshield is larger and affords a greater view from the driver's and officer's seats.
- Pierce crew cab access is accommodated by use of fold-down steps upon door opening, allowing for "staircase" access in lieu of the "ladder" style of the Spartan unit. This will allow safer access for firefighters entering and exiting the apparatus and will help reduce the risk of injuries (slips contribute to sprains and strains of varying severity, which are the most common types of injuries incurred in fire service).

Please note that the difference between the purchase price of this unit and the budgeted amount (approximately \$50,951) will be utilized to fund necessary "loose" equipment needed to properly equip the truck for service. It is believed that this equipment can be most cost-

effectively purchased by issuance of a separate competitive bid for this equipment, which will be let and awarded in the near future.

SCHEDULE

It is anticipated that the unit will be delivered in or around November, 2014.

POLICY/GOAL CONSIDERATION

This bid award will positively impact the City’s goal to enhance public safety through the provision of a trained and well-equipped Fire Department.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this purchase will be via a future lease purchase financing agreement, which will be competitively solicited. Council has previously approved an Intent to Reimburse from future capital lease proceeds.

O&M IMPACT INFORMATION

Fiscal Year	2014	2015
	\$574,049 (plus cost of “loose” equipment)	Cost of annual PM service (approx. \$3,000)

RECOMMENDED ACTION

Staff recommends approval of a resolution to purchase one (1) Pierce Quantum pumper truck from Siddons-Martin Emergency Group in the total amount of \$574,049 via the H-GAC cooperative purchasing contract.

RESOLUTION NO. R2014-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PARTICIPATE IN AN INTERLOCAL COOPERATIVE PRICING ARRANGEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) FOR THE PURCHASE OF A PIERCE QUANTUM PUMPER TRUCK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That contract pricing has been obtained through interlocal cooperative partner HGAC for the purchase of a Pierce Quantum Pumper Truck.

Section 2. That the City Manager or his designee is hereby authorized to participate in an interlocal cooperative pricing arrangement with the Houston-Galveston Area Council (HGAC) for the purchase of a Pierce Quantum Pumper Truck in the amount of \$574,049.00 from Siddons-Martin Emergency Group.

PASSED, APPROVED and ADOPTED this the _____ day of _____, A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

