

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

October 13, 2014

6:30 p.m.

MAYOR
Tom Reid

Keith Ordeneaux
Mayor Pro-Tem
Position No. 4

COUNCIL MEMBERS

Tony Carbone
Position No. 1

Scott Sherman
Position No. 2



Gary Moore
Position No. 3

Greg Hill
Position No. 5

Jon R. Branson
Deputy City Manager

Clay Pearson
City Manager

Trent Epperson
Assistant City Manager

Darrin Coker
City Attorney

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.



RECOGNITION AND AWARDS NOTICE

The Mayor and Councilmembers will be present the following:

- 1. July 4th Celebration of Freedom Sponsors Recognition presentation to H-E-B and Westside Veterinary Hospital for their annual commitment to the Parks & Recreation Department.

Presentation will be held:

**Monday, October 13, 2014
 6:15 p.m.
 Council Chambers
 3519 Liberty Drive
 Pearland, Texas 77581**



**CITY COUNCIL AGENDA
 CITY OF PEARLAND
 REGULAR COUNCIL MEETING
 MONDAY, OCTOBER 13, 2014 | 6:30 P.M.
 COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY DRIVE
 281.652.1600**

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**
- III. ROLL CALL:** Mayor Reid, Mayor Pro-Tem Ordeneaux, Councilmembers Carbone, Sherman, Moore, and Hill.
- IV. CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.

V. **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 (*VI. 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 September 22, 2014, Regular Meeting, held at 6:30 p.m.

B. **Consideration and Possible Action – Second and Final Reading of Ordinance No. 1507** – An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2013-14; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #26) generally located at the intersection of McHard Road and SH35, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

C. **Consideration and Possible Action – Resolution No. R2014-120** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Dannenbaum Engineering Corporation, in the amount of \$163,034.00 for the Old Townsite Drainage Study.

D. **Consideration and Possible Action – Resolution No. R2014-114** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Huitt-Zollars, in the amount of \$98,900.00 for the Public Works Orange Street Service Center Renovation Project.

E. **Consideration and Possible Action – Resolution No. R2014-122** – A Resolution of the City Council of the City of Pearland, Texas, establishing the Council Meeting times and dates for 2015.

F. **Consideration and Possible Action – Resolution No. R2014-127** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for HVAC/Refrigerator Systems Preventative Maintenance Services to The Lee

Thompson Company in the estimated amount of \$94,000 beginning October 15, 2014 through October 14, 2015.

- G. Consideration and Possible Action – Resolution No. R2014-124** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for fire apparatus & preventative maintenance and repairs to Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists in the estimated amount of \$115,000 beginning November 13, 2014 and ending November 12, 2015.
- H. Consideration and Possible Action – Resolution No. R2014-125** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for purchase of tires from Pearland Tire and Auto in the estimated amount of \$50,000 for the period ending January 31, 2015.
- I. Consideration and Possible Action – Resolution No. R2014-126** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for liquid waste and bio-solid waste disposal services with Magna Flow Environmental and Republic Services in the estimated amount of \$500,000 beginning October 15, 2014 through October 14, 2015.
- J. Consideration and Possible Action – Resolution No. R2014-128** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services, associated with the internal lining rehabilitation of 3 ground storage water tanks, to NG Painting, in the amount of \$238,001.
- K. Consideration and Possible Action – Resolution No. R2014-92** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for property acquisition and relocation services with Right-of-Way Solutions, LLC.

VI. MATTERS REMOVED FROM CONSENT AGENDA

VII. NEW BUSINESS:

- 1. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-117** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being that portion of Lot 5 of the subdivision of James Hamilton Survey, Abstract No. 881, a portion lying within Harris County, Texas and the remainder lying within Brazoria County, Texas, according to the map or plat thereof recorded in Volume 83, Page 34 of the deed records of Harris County, Texas, **located at the southwest corner of Spectrum Boulevard and State Highway 288**, Pearland, TX, Zone Change 2014- 02Z; a request of Jack Parker, applicant; on behalf of America Modern Green Development (Houston), LLC., owner; for approval of a zone change from the Waterlights Planned Development (PD) to the Ivy District PD, on approximately 48.5 acres of land, providing for an amendment of the zoning district map;

containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

- 2. Consideration and Possible Action – First Reading of Ordinance No. 2000M-120** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being a tract of land being known as Lot 15 of Darlinda Addition, a subdivision in Brazoria County Texas as recorded in Volume 7, Page 20 of the plat records of said Brazoria County, and being the same tract of land as described in deed to Ernesto Perez and Eveyln Pineda under Clerk’s File Number 2006042620 of the real property records of said Brazoria County, Texas located at **4602 Broadway Street**, Pearland, TX, Zone Change 2014-6Z; a request of Evelyn Pineda, owner/applicant; for approval of a change in zoning from Single Family Residential - 2 (R-2) to Office and Professional (OP) on approximately 0.21 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.
- 3. Consideration and Possible Action – First Reading of Ordinance No. 2000M-121** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 29.331 acres of land located in the H.T. & B.R.R. Company Survey, Section 81, Abstract Number 300, Brazoria County, Texas, being a portion of Lots 38, 39, 40, 49 and 50 of the Allison Richey Gulf Coast Home Company’s Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98 of the Brazoria County Plat Records, being a portion of Business Center Planned Development Tract C-4, the plat thereof recorded under Document Number 2013-033688 in the Official Public Records of Brazoria County Texas, further being the residue of a 30.583 acre tract (Part One) and the residue of a 9.990 acre tract (Part Two) described in the deed from Compass Bank to Parkside 59/288 LTD. Recorded under Document No. 2011012491, in the Official Public Records of Brazoria County, Texas, located at the **northwest corner of County Road 59 and State Highway 288**, Zone Change 2014-15Z, a request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Parkside 59/288 LTD, owner; for approval of an amendment to the Business Center PD; on approximately 29.331 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- 4. Consideration and Possible Action – First Reading of Ordinance No 2000M-122** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 1.707 acres of land located in the Thomas J. Green Survey, Abstract 198, Brazoria County, Texas, more particularly being all of Lot A and a portion of Lot B, Block 1 of Amending Plat No. 1, Province Village Drive, Office Park and Reserves, a subdivision of record under Doc # 2008019410 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), located at the **southeast corner of Province Village Drive and Pearland Parkway**, Zone Change 2014-16Z, a

request of LJA Engineering, applicant; on behalf of A S 121 Pearland Parkway-Broadway Street, L.P., owner; for a change in zoning to amend the Province Village PD, on approximately 1.707 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

5. **Consideration and Possible Action – First Reading of Ordinance No. CUP 2014-08** – An Ordinance of the City Council of the City of Pearland, Texas, approving a Conditional Use Permit for certain property, being a 2.225 acre (96,940 square feet) tract of land in the H.T. & B.R.R. Co. Survey, Abstract 309, Brazoria County, Texas, said 2.225 acre tract is in the south one-half of lot 30 of the Allison-Richey Gulf Coast Home Company's Part of Suburban Gardens Subdivision as recorded in Volume 2, Page 23 of the Brazoria County Map records and is further described as being part of a tract of land described in a deed conveyed from Garfield Clark, Jr. to Danny L. Blumrick executed on March 10, 1999 as recorded in Clerk's File No. 99 012327 in the Brazoria County Clerk's and all of a 0.9326 acre tract of land described in a deed conveyed from Garfield Clark, Jr. to Danny L. Blumrick executed on November 28, 2000 as recorded in Clerk's File No. 01 034492 in Brazoria County Clerk's Office Brazoria County, Texas; located at **3030 Cullen Parkway**, Pearland, TX; Conditional Use Permit Application No. CUP 2014-08, to allow for a Church, Temple, or Place of Worship within the Neighborhood Services (NS) Zoning District at the request of Pirooz Farhoomand, applicant; on behalf of Artisan Estates, owner; containing a savings clause, a severability clause, an effective date and other provisions related to the subject.
6. **Consideration and Possible Action – First Reading of Ordinance No. 443-1** – An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 30, Article III, Sewers, of the City of Pearland Code of Ordinances, for the; having a savings clause, a severability clause, and a repealer clause; providing for publication, codification, and an effective date.
7. **Consideration and Possible Action – First Reading of Ordinance No. 1508** – An Ordinance of the City Council of the City of Pearland, Texas, adopting a Water Conservation and Drought Contingency and Water Emergency Response Plan for the City of Pearland to promote responsible use of water and to provide for penalties and/or the disconnection of water service for noncompliance with the provisions of the Water Conservation and Drought Contingency and Water Emergency Response Plan.
8. **Council Input and Discussion** – Update regarding contract with The Goodman Corporation and the Status of the proposed Pearland Area Park & Ride located along Smith Ranch Road near Hughes Ranch Road.

OTHER BUSINESS:

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 1. Section 551.074 – Personnel Matters** – Regarding appointments to the Boards and Commissions.

NEW BUSINESS CONTINUED:

- 9. Consideration and Possible Action** – Regarding appointments to the Boards and Commissions.

VII. MAYOR/COUNCIL ISSUES

IX. 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:

Minutes of the September 22, 2014, Regular Meeting, held at 6:30 p.m.

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, SEPTEMBER 22, 2014, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 6:37 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Keith Ordeneaux
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Gary Moore
Councilmember	Greg Hill
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Daniel Baum Deputy Fire Chief; Claire Bogard Director of Finance; Jon Branson Deputy City Manager; Matt Buchanan President of Pearland Economic Development Cooperation; J.C. Doyle Police Chief; Trent Epperson Assistant City Manager; Roland Garcia Fire Marshal; Michelle Graham Director of Parks and Recreation; Bonita Hall Director of Human Resource and Safety Management; Lata Krishnarao Director of Community Development; Vance Riley Fire Chief; Eric Wilson Director of Public Works; Sparkle Anderson Communications Manager; Skipper Jones Assistant Director of Capital Projects; Rick Overgaard Assistant Finance Director; Bob Pearce Purchasing Officer; Johnny Spires Assistant Police Chief.

The invocation was given by Mayor Pro-Tem Ordeneaux and the Pledge of Allegiance was led by J.C. Doyle Police Chief.

CALL TO ORDER

ROLL CALL: Mayor Reid, Mayor Pro-Tem Ordeneaux, Councilmembers Carbone, Sherman, Moore, and Hill.

CITIZEN COMMENTS:

Linda Milam, 1926 Crooked Creek, addressed Council stating she is a resident of Woodcreek Subdivision, and is concerned about the park in the subdivision. The equipment was removed because of safety reasons. For lack of City funds the equipment cannot be replaced at this time. She stated by law sex offenders are not allowed to live in a subdivision if there is a park in that subdivision that has three pieces of playground equipment. There are a lot of children in the subdivision, and women that walk the neighborhood. She implores the City to install three inexpensive pieces of playground equipment in the park to keep sex offenders from moving into the subdivision.

PUBLIC HEARING: None.

CONSENT AGENDA:

- A. Consideration And Possible Action – Approval Of Minutes:**
1. Minutes of the August 11, 2014, Regular Meeting, held at 6:30 p.m.
 2. Minutes of the August 13, 2014, Special Meeting, held at 6:00 p.m.
 3. Minutes of the August 18, 2014, Joint Public Hearing, held at 7:30 p.m.
- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1502 –** An Ordinance of the City Council of the City of Pearland, Texas, repealing Chapter 4, *Alcoholic Beverages*, of the City of Pearland Code of Ordinances, in its entirety, and adopting a new Chapter 4 for the purposes of complying with state law; having a savings clause, a severability clause, and a repealer clause; providing for publication, codification, and an effective date.
- C. Consideration and Possible Action – Resolution No. R2014-115 –** A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with League City, Seabrook, Clute, Webster, Texas City, South Houston and Galveston County for Breath Alcohol Technical Supervisor Services.
- D. Consideration and Possible Action – Resolution No. R2014-110 –** A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for standby generator maintenance services to Kentech, Inc. in the estimated amount of \$50,000.00 for the period of September 2014 through September 2015.
- E. Consideration and Possible Action – Resolution No. R2014-111 –** A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply bid for school zone flasher systems to Southwest Signal Supply, Inc. in the estimated amount of \$ 131,636.00 for the period of October 2014 through September 2015.
- F. Consideration and Possible Action – Resolution No. R2014-109 –** A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price supply bid with Smith Municipal Supply for signs and sign materials in the estimated amount of \$122,000.00 for the period of October 23, 2014 through October 22, 2015.
- G. Council Input and Possible Action – Resolution No. R2014-103 –** A Resolution of the City Council of the City of Pearland, Texas, adopting an amended Investment Policy, Investment Strategy and approved Brokers in accordance with chapter 2256 of the Government Code (“Public Funds Investment Act”).
- H. Consideration and Possible Action – Resolution No. R2014-112 –** A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with AARK Engineering, in the amount of \$155,250.00, for the Southdown Wastewater Treatment Plant Rehabilitation Project.

Councilmember Hill asked that Consent Agenda Item C be removed from the Consent Agenda for further discussion.

Councilmember Carbone asked that Consent Agenda Item H be removed from the Consent Agenda for further discussion.

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

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

Voting "No" None.

Motion Passed 5 to 0.

MATTERS REMOVED FROM CONSENT AGENDA:

As requested by Councilmember Hill Consent Agenda Item C was removed for further discussion.

- C. Consideration and Possible Action – Resolution No. R2014-115 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with League City, Seabrook, Clute, Webster, Texas City, South Houston and Galveston County for Breath Alcohol Technical Supervisor Services.**

Councilmember Carbone made the motion, seconded by Councilmember Sherman to approve Resolution No. R2014-115.

City Manager Clay Pearson reported this is an interlocal agreement among nine local agencies to share the cost of a Breath Alcohol Technical Supervisor. This individual will test the agencies Breath Alcohol Instruments periodically to ensure they are operating as designed. This will ensure their admissibility of evidence in court. This individual will also ensure the inventory of unused mouthpieces required for the instrument's use. The agreement allows for termination of its participation upon thirty days written notice to the other parties.

Discussion ensued between Council and Police Chief J.C. Doyle regarding the reasoning why most of the local agencies are in Galveston County.

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

Voting "No" None.

Motion Passed 5 to 0.

As requested by Councilmember Carbone Consent Agenda Item H was removed for further discussion.

H. Consideration and Possible Action – Resolution No. R2014-112 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with AARK Engineering, in the amount of \$155,250.00, for the Southdown Wastewater Treatment Plant Rehabilitation Project.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-112.

City Manager Clay Pearson reported this Rehabilitation Project for the Southdown Wastewater Treatment Plan will extend its operational life into the time frame for the eventual decommissioning and transfer of flows to Far Northwest Plant. The project is an effective investment in infrastructure to reduce long-term operating costs.

Councilmember Carbone stated he would like some input regarding the road that is going to be put at the back of the Wastewater Treatment plant. Could that be done at the start of the project so there will not be additional traffic going through the neighborhood section.

City Manager Clay Pearson stated he would follow up, and get back to Councilmember Carbone.

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

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

First and Only Reading of Ordinance No. 1504 – An Ordinance authorizing issuance of City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2014; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such bonds and matters incident thereto; and declaring an emergency.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Ordinance No. 1504 on its first and only reading.

City Manager Clay Pearson reported the fiscal year 2014 budget included the sale of Water and Sewer Revenue Bonds in the amount of \$19.4 million for the construction of capital improvement projects appropriated with the annual budget for fiscal year 2014. The amount of the bonds is \$10.1 million less than anticipated mainly due to project timing of the Far Northwest Treatment Plant Expansion and the McHard Road Waterline has been split into two phases to coincide with the McHard Road Street Project. Water and Sewer Revenue Bonds are backed and paid for by the Water and Sewer System Revenues generated by the rates of the system.

BOSC, Inc. Financial Advisor Brian O’Hara presented a presentation on the results of the competitive sale.

Discussion ensued between Council, Financial Advisor Brian O'Hara, and Finance Director Claire Bogard regarding the Water and Sewer twenty five year level Debt Service Bond.

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

Voting "No" None.

Motion Passed 5 to 0.

First and Only Reading of Ordinance No. 1503 – An Ordinance authorizing the issuance of City of Pearland, Texas Certificates of Obligation, Series 2014; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such certificates and matters incident thereto; and declaring an emergency.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 1503 on its first and only reading.

Discussion ensued between Council and City Manager Clay Pearson regarding options of the City Hall renovations to be brought back to Council.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 1505 – An Ordinance adopting a tax rate of \$0.7121 and levying taxes for the use and support of the Municipal Government of the City of Pearland, Texas, and providing for the interest and sinking fund of the taxable year 2014.

Councilmember Moore moved that the property tax rate be increased by the adoption of a tax rate of \$0.7121, which is effectively a 5.62% increase in the tax rate, seconded by Councilmember Carbone, to approve Ordinance No. 1505 on its first reading.

City Manager Clay Pearson reported the City is proposing a tax rate of \$0.7121, and increase of .007 cents from the current tax rate of \$0.7051 per \$100 valuation. The increase is attributable to the operations component of the total tax rate. Adoption of a tax rate that will provide for payment of debt service and for the program of services for fiscal year 2014-2015.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 1506 – An appropriation Ordinance adopting a revised budget for the fiscal year ending September 30, 2014 and adopting a budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and pay plans for fiscal year 2015.

Councilmember Hill made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 1506 on its first reading.

City Manager Clay Pearson reported Council has reviewed the fiscal year 2014-2015 budget through a series of budget workshops and held a public hearing on the budget. The operating funds for fiscal year 2014-2015 totals \$166,250,407 and the Capital Improvement Program (CIP) totals \$60,750,139 including transfers. The Capital Improvement Program is year one of the five-year CIP (2015-2019) and the action tonight will appropriate funds for anticipated 2015 spending. The operating budget is for one year and Capital Improvements are for project length.

Mayor Pro-Tem Ordeneaux thanked Staff for the work and time they put into preparing the budget.

Councilmember Sherman thanked Staff for their involvement and answering questions regarding the budget. He stated with this budget it will allow funds that are not used to fill vacancies during the course of the year will be used towards the needs and wants within the community.

Mayor Reid stated if Pearland was not growing as fast as it is Council and Staff would not have such a challenge of putting a budget together.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 1023-4 – An Ordinance of the City Council of the City of Pearland, Texas, amending development and permit fees; containing a savings clause, a severability clause and a repealer clause; providing for publication and an effective date.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 1023-4 on its first reading.

City Manager Clay Pearson reported the 2015 budget proposes increases to development related fees. These increases were proposed for certain application fees and permit fees based upon increasing cost of service (wages, benefits, and commodities), comparisons of fees in other municipalities, and revenue requirements.

Mayor Pro-Tem Ordeneaux stated he is not comfortable with the increases. In some cases it is a substantial amount. The increases should be in a more incremental way. He stated he cannot support this Ordinance the way it is presented.

Councilmember Carbone stated he appreciates Staff hearing him regarding the foster home inspections. Some of the developer fees are going up 300% in one year. He stated this requires further discussion.

Councilmember Hill stated he would like to have further discussion regarding the impact fees.

Mayor Pro-Tem Ordeneaux stated he is not opposed to passing the first reading if a workshop could be scheduled to discuss the fees, and make changes before the second reading.

Voting “Aye” Councilmembers Sherman, Ordeneaux, Moore, and Hill.

Voting “No” Councilmember Carbone.

Motion Passed 4 to 1.

First Reading of Ordinance No. 1358-11 – An Ordinance of the City Council of the City of Pearland, Texas, amending non-development usage and service fees; containing a savings clause, a severability clause and a repealer clause; providing for publication and an effective date.

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 1358-11 on its first reading.

City Manager Clay Pearson reported as part of the budget process, City Staff rate necessary additions and/or changes in fees in order to cover the cost of service being provided as well as conduct a rate analysis as part of the water/sewer rate model. Changes typically come about based on changes in contract pricing, such as the meters, increases to fees to comply with the Parks Revenue Management Plan, and new fees.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2014-104 – A Resolution of the City Council of the City of Pearland, Texas, deducting uncollectible Utility Billing and Parks and Recreation accounts from the City’s Financial Statement.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-104.

City Manager Clay Pearson reported based on the City’s Financial Management Policy Statement adopted on August 31, 2009, staff is bringing forward for Council consideration the annual write-off of doubtful accounts from fiscal year 2012. The amount for Utility Billing is \$24,740.98 on 151 accounts and represents less than .001% on \$25.7 million billed that fiscal year. This compares to \$27,931.82 on 192 accounts on last year’s request for FY 2011.

City Attorney Darrin Coker stated the City has a policy that if a builder owes money on a utility account the City can refuse to issue permits. This policy does not compromise the ability of the City to collect the money owed.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2014-113 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services, associated with the Business Center Drive Library Expansion Project, to Construction Masters of Houston, Inc., in the amount of \$279,700.00.

Councilmember Moore made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-113.

City Manager Clay Pearson reported Council is being asked to award a bid for construction services, associated with the Business Center Drive Library Expansion Project, to Construction Masters of Houston, Inc., in the amount of \$279,700.

Discussion ensued between Council and City Manager Clay Pearson regarding the bid amount for construction services are included in the amended budget.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2014-116 – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for hot asphalt mix in the estimated amount of \$431,000. for the period beginning October 1, 2014 and ending September 30, 2015.

Councilmember Hill made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2014-116.

City Manager Clay Pearson reported Council is being asked for approval to renew the contract for the purchase of hot asphalt mix from Century Asphalt Materials, based on the Brazoria County Interlocal Agreement, in order to complete the scheduled street rehabilitation projects targeted for FY 2015.

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

Voting “No” None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 2000M-118 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being a tract of land containing 2.939 acres out of Lots 20, 21 and 22 of the George W. Jenkins Subdivision, in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 20, of the Brazoria County, Texas Plat Records (located at the northeast corner of Broadway Street and Shauntel Street, Pearland, Texas), Zone Change 2014-12Z; a request of Brian Allen, Baks Brewery, applicant; on behalf of George Gartner, owner; for approval of a change in zoning from General Commercial (GC) to a non-residential Planned Development known as Baks Brewery; on approximately 2.94 acres of land, providing for an amendment of the

zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 2000M-118 on its first reading.

Mayor Reid read into the record the Planning and Zoning Commission's recommendation to forward to Council for approval of Zone Change 2014-12Z.

City Manager Clay Pearson reported Council is being asked to consider the Zone Change Application 2014-12Z to change the zoning of the approximately 2.9 acre site from General Commercial (GC), to Baks Brewery a non-residential Planned Development (PD).

At 7:25 p.m. Councilmember Moore stepped out of the Council Chambers.

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

Voting "No" None.

Motion Passed 4 to 0, with Councilmember Moore absent from the Chambers.

At 7:27 p.m. Councilmember Moore returned to the Council Chambers.

First Reading of Ordinance No. 2000M-119 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being a tract of land containing 142.9664 acres of land out of Pearland Town Center, a subdivision of 143.6500 acres as recorded under File Number 2007008914 of the Plat Records of Brazoria County, Texas, and situated in the H.T. & B.R.R. Company Survey, Abstract 300, Section 81, Brazoria County, Texas, (located on the south side of Broadway Street, east and west of Kirby Drive, and west of Business Center Drive, Pearland, Texas), Zone Change Application 2014-13Z; a request of Alysia Gordon and Teir Allender, applicants; on behalf of Michael Lebovitz, Executive Vice President of Development and Administration for Pearland Town Center, LP, owner; for approval of a change in zoning to amend the sign regulations contained within the Pearland Town Center PUD; on approximately 142.97 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 2000M-119 on its first reading.

Mayor Reid read into the record the Planning and Zoning Commission's recommendation to forward to Council for approval of Zone Change 2014-13Z.

City Manager Clay Pearson reported Council is being asked to consider the Zone Change Application 2014-13Z to amend the sign regulations of the Pearland Town Center Planned Development.

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

Voting “No” None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 2000M-117 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being that portion of Lot 5 of the subdivision of James Hamilton Survey, Abstract No. 881, a portion lying within Harris County, Texas and the remainder lying within Brazoria County, Texas, according to the map or plat thereof recorded in Volume 83, Page 34 of the deed records of Harris County, Texas, (located at the southwest corner of Spectrum Boulevard and State Highway 288, Pearland, TX), Zone Change 2014- 02Z; a request of Jack Parker, applicant; on behalf of American Modern Green Development (Houston), LLC., owner; for approval of a zone change from the Waterlights Planned Development (PD) to the Ivy District PD, on approximately 48.5 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Carbone to approve Ordinance No. 2000M-117 on its first reading as amended.

Mayor Reid read into the record the Planning and Zoning Commission’s recommendation to forward to Council for approval of Zone Change 2014-02Z.

Director of Community Development Lata Krishnarao reported staff has been working with the applicant over the past few weeks. The Planning & Zoning conditions of approval have been addressed. Council is being asked to consider the zone change request for Ivy District Planned Development.

Modern Green Representative Drew Pelter gave an updated presentation of the Modern Green Project. He thanked City Staff for their patience they have shown with the project over the last year.

Derrick Reed, 12411 Silent Creek, addressed Council stating he is on the Planning and Zoning Board, and he voted against the Modern Green Project. He would like to see more office and commercial space in the Modern Green Project. He further stated in that area the traffic will be an issue because there is only one way out which leads south. He is asking Council to consider the traffic issue if the Modern Green Project is approved.

City Attorney Darrin Coker stated Council is the ultimate zoning authority. The Planning and Zoning Commission is a recommending body. In this instance it was a Planned Development. There are some modifications recommended within that document. He further stated the nature of the recommendations are such that Council is not required to go back to the Planning and Zoning Commission. Council could take action on this or Council could send it back to the Planning and Zoning Commission.

Councilmember Sherman made the motion to send the Modern Green Project back to Planning and Zoning for their review and recommendation.

Motion failed for lack of a second.

Mayor Reid stated the Sugar Land Town Square is very similar to the Modern Green Project. It is an attractive system that Sugar Land has. He further stated the Modern Green Project is something that will work well in the Pearland Community.

Mayor Pro-Tem Ordeneaux stated he understands transportation is an issue in that area. The reason people move to Pearland is easy access to Houston. Growth cannot be stopped. He believes the Modern Green Development is the best for the City in that area. He further stated Modern Green will be in Harris County, and any child living there will be zoned to the Houston Independent School District.

Councilmember Moore thanked everyone with Modern Green for their hard work, and the changes they made to make this the best project for the City. He stated after listening to the constituents he will be voting no to this project.

Councilmember Hill stated the Modern Green Project fits the City's Comprehensive Plan. Residents he has talked to want this so they do not have to drive into Houston. Modern Green has worked to bring this to the City, and believes it will be good for Pearland.

Councilmember Carbone thanked City Staff for their hard work, Drew Pelter and his team for working with the City, and the Planning and Zoning Commission. He stated he is excited and looking forward to the tax base, and economic impact to the area Modern Green will bring in.

Discussion ensued between Council, Modern Green Representative Drew Pelter, and Senior Vice President of Graystone David McDowell regarding the apartment complex numbers, and the Senior Care Living units.

Councilmember Sherman stated the residents in Pearland do not want more apartments. Pearland has plenty of places for people to live, and building more each day. He further stated everyone knows how he feels about apartments.

Mayor Pro-Tem Ordeneaux made the motion to amend the motion, seconded by Councilmember Carbone, to include the revised recommendations as presented.

Voting "Aye" Councilmembers Carbone, Ordeneaux, Moore, and Hill.

Voting "No" Councilmember Sherman.

Motion Passed 4 to 1.

Mayor Reid called for the vote on the original motion as amended.

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

Voting "No" Councilmembers Sherman, and Moore.

Motion Passed 3 to 2.

OTHER BUSINESS:

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

Council adjourned into Executive Session under Texas Government Code at 8:23 p.m. to discuss the following:

1. **Section 551.087 – Consultation with City Attorney** – Regarding Economic Development Negotiations.
2. **Section 551.074 – Personnel Matters** – Regarding appointments to the Boards and Commissions.

NEW BUSINESS CONTINUED:

Council returned from Executive Session at 9:00 p.m.

Council Action – Regarding Economic Development Negotiations.

No Council action taken.

Council Action – Regarding appointments to the Boards and Commissions.

No Council action taken.

MAYOR/COUNCIL ISSUES: None.

ADJOURNMENT

Meeting was adjourned at 9:01 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 – Second and Final Reading of Ordinance No. 1507** – An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2013-14; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #26) generally located at the intersection of McHard Road and SH35, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

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

AGENDA OF: October 13, 2014	ITEM NO.: Ordinance No. 1507									
DATE SUBMITTED: N/A	DEPT. OF ORIGIN: PEDC									
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker									
REVIEWED BY: Darrin Coker	REVIEW DATE:									
<p>SUBJECT: An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established Guidelines and Criteria for Granting Tax Abatement pursuant to Resolution No. R2013-14; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #26) generally located at the intersection of McHard Road and SH35, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.</p>										
EXHIBITS: Ordinance No. 1507; Property Description; Map										
<p>FUNDING:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/> Developer/Other</td> <td><input type="checkbox"/> Cash</td> </tr> <tr> <td><input type="checkbox"/> Bonds To Be Sold</td> <td><input type="checkbox"/> Bonds- Sold</td> <td><input type="checkbox"/> L/P – Sold</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>		<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
<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 BUDGETED:									
AMOUNT AVAILABLE:	PROJECT NO.:									
ACCOUNT NO.:										
ADDITIONAL APPROPRIATION REQUIRED:										
ACCOUNT NO.:										
PROJECT NO.:										
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Finance</td> <td style="text-align: center;">X Legal</td> <td style="text-align: center;">X Ordinance</td> <td style="text-align: center;">Resolution</td> </tr> </table>		Finance	X Legal	X Ordinance	Resolution					
Finance	X Legal	X Ordinance	Resolution							

EXECUTIVE SUMMARY

This is the ordinance creating a reinvestment zone for property generally located at 1424 N. Main St., just south of the Kemlon facility, so the City may enter into a Tax Abatement Agreement with any prospect that may develop in the zone. The ordinance makes a determination that the

proposed industrial improvements sought for the property are feasible and practicable and that the improvements will benefit the land within the zone.

PEDC and the City have been working with Keystone Engineering Group, Inc. on the possible construction of a headquarters and manufacturing facility. The proposed facility would include office, manufacturing and warehouse area in a 45,000 – 50,000 sq. ft. tilt-up concrete building. The structure will be of similar quality and style to the Kemlon facility. Investment in land, building and equipment is estimated at \$6.5M and will create approximately 70 jobs.

Keystone Engineering Group, Inc. is a multi-disciplined engineering consulting firm with over 300 employees and locations in Texas and Louisiana. Founded in 1988, they provide civil/structural, mechanical, process, electrical, instrumentation and controls programming/integration engineering services to a largely industrial clientele.

This is the first reading of the ordinance creating the reinvestment zone and a second reading is scheduled for October 13th. The actual abatement agreement will not be presented to the City Council until October 27th.

ORDINANCE NO. 1507

An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2013-14; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #26) generally located at the intersection of McHard Road and SH35, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

WHEREAS, Chapter 312 of the Texas Tax Code (the "Property Redevelopment and Tax Abatement Act") provides for the designation of a Reinvestment Zone or area; and

WHEREAS, the City Council has, pursuant to Resolution No. R2013-14, established *Guidelines and Criteria for Granting Tax Abatement*; and

WHEREAS, a certain area of the City of Pearland meets the criteria and guidelines heretofore established by the City Council required for designation as a Reinvestment Zone; and

WHEREAS, the City Council, on September 29, 2014 held a public hearing on the designation of a Reinvestment Zone and finds that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement under the Property Redevelopment and Tax Abatement Act; now, therefore,

ORDINANCE NO. 1507

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

Section 1. That pursuant to the Property Redevelopment and Tax Abatement Act, the City Council of the City of Pearland, Texas, hereby designates as a Reinvestment Zone the area described in Exhibits "A" and "B" attached hereto and made a part hereof for all purposes, to be known as Reinvestment Zone #26.

Section 2. That the area described in Exhibits "A" and "B" are reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment, or to attract major investment into the zone that would be a benefit to the property and that would contribute to the economic development of the City, and that the improvements sought are feasible and practical and would be a benefit to the land to be included into the zone and to the municipality after the expiration of a Tax Abatement Agreement as authorized by the Property Redevelopment and Tax Abatement Act.

Section 3. That the designation of the Reinvestment Zone herein expires five (5) years from the effective date of this ordinance and may be renewed by a subsequent ordinance of the City Council for a period not to exceed an additional five (5) years. That expiration of the original designation shall not affect an agreement entered into under the provisions of this ordinance.

Section 4. That the City Council hereby authorizes agreements in writing with the owner of any taxable real estate located within the designated Reinvestment Zone, subject to the requirements and optional provisions of the Property Redevelopment and Tax

ORDINANCE NO. 1507

Abatement Act and the conditions of the *Guidelines and Criteria for Granting Tax Abatement* heretofore adopted by the City Council.

Section 5. That any agreement to be entered into under the provisions of this ordinance must be approved by the affirmative vote of a majority of the members of the City Council at a regularly scheduled meeting of the City Council. On approval by the City Council, the agreement may be executed by the City Manager.

Section 6. Savings. All rights and remedies which have accrued in favor of the City under this Ordinance shall be and are preserved for the benefit of the City.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date. This Ordinance shall become effective upon passage and approval of its second reading.

PASSED and APPROVED ON FIRST READING this the _____ day of _____, A.D., 2014.

TOM REID
MAYOR

ORDINANCE NO. 1507

ATTEST:

YOUNG LORFING
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

PASSED and APPROVED ON SECOND AND FINAL READING 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



FIELD NOTES

29.90 ACRES OF LAND, BEING A PART OF THE H.T. & B. R.R. COMPANY SURVEY, SECTION 2, ABSTRACT 542, BRAZORIA COUNTY, TEXAS, AND THE H.T. & B. R.R. COMPANY SURVEY, SECTION 3, ABSTRACT 232, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF LOTS 64 AND 65 OF THE ZYCHLINSKI SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 29, PAGE 43, DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a concrete monument found at the intersection of the South line of Lot 64 with the West right-of-way line of State Highway 35 (100.0 feet wide), said point being the Southeast corner of a 29.90 acre tract described in Volume 1450, Page 669, Deed Records, and the Northeast corner a 6.046 acre tract conveyed to Brazoria County Drainage District No. 4 recorded in Clerk's File 95-033401;

THENCE South 89 deg. 59 min. 42 sec. West, along the common line of Lots 64, 65, 53, and 59 and the South line of the aforementioned 29.90 acre tract and the North line of said 6.046 acre tract and the John Ward Williams tract recorded in Volume 752, Page 405, Deed Records, a distance of 2099.46 feet to a 5/8 inch iron rod with a cap found for the Southwest corner of the herein described tract in the East line of the G.C. & S.F. R.R. Company right-of-way (100.0 feet wide);

THENCE North 13 deg. 45 min. West, along the East line of the G.C. & S.F. R.R. and the West line of said 29.90 acre tract, a distance of 617.56 feet to a 1/2 inch iron rod found for the Northwest corner of the herein described tract and the Southwest corner of the Raymond Haak tract recorded in Volume (91)922, Page 738, Official Records;

THENCE South 89 deg. 59 min. East, along the South line of the Haak tract, a distance of 2245.56 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract in the West right-of-way line of State Highway 35;

THENCE South 00 deg. 03 min. 54 sec. East, along the West right-of-way line of State Highway 35, a distance of 599.02 feet to the PLACE OF BEGINNING and containing 29.90 acres of land.

FILED FOR RECORD
98 JUL 27 PM 1:47
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

EXHIBIT "A"

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that the instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORDS at the time and date as hereinafter shown by me.
Dolly Bailey
County Clerk of Brazoria Co., TX

PARCEL 1
METES AND BOUNDS DESCRIPTION
23.521 ACRES OUT OF
LOTS 53, 54, AND 59 OF THE
W. ZYCHLINSKI SUBDIVISION IN THE
H.T. & B. R.R. CO. SURVEY, ABSTRACT NUMBER - 232
AND THE R.B. LYLE SURVEY, ABSTRACT NUMBER - 543
PEARLAND, BRAZORIA COUNTY, TEXAS



All that certain 23.521 acres out of Lots 53, 54, and 59 of the W. Zychlinski Subdivision according to the plat thereof as filed in Volume 29, Page 43 Brazoria County Deed Records in the H.T. & B. R.R. Co. Survey, Abstract Number 232 and the R.B. Lyle Survey, Abstract Number 542, Pearland, Brazoria County, Texas and being out of that certain tract described in a deed dated 09-29-1959 from Maynette Moffett Williams, Trustee, et vir to John Ward Williams as filed in Volume 752, Page 405 Brazoria County Deed Records and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone);

Commencing at a found 5/8" iron rod with TxDOT aluminum disc marking the southwest corner of that certain called 0.1785 acre "Parcel 30" described in a deed dated 08-08-2004 from John Ward Williams to State of Texas as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 2004-076287 and being on the common south line of said John Ward Williams tract and the north line of that certain called 26.58 acre tract described in a deed dated 11-30-1979 from Margaret Davis Moulden, et al to Montalbano Lumber Company as filed in Volume 1487, Page 688 Brazoria County Deed Records and said point being on the west right-of-way line of State Highway Number 35 (width varies); Thence S 87° 14' 30" W - 1,794.31' with the south line of said John Ward Williams tract and the north line of said Montalbano Lumber Company tract to a point for corner; Thence N 16° 28' 07" W - 182.63' with the east line of the G. C. & S. F. Railroad right-of-way (100' wide) to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) marking the POINT OF BEGINNING of herein described tract, from which point a found 5/8" iron rod bears S 47° 57' 24" W - 0.55' for reference;

1. Thence N 16° 28' 07" W - 1,013.69' with the west right-of-way line of said G. C. & S. F. Railroad and the east line of said John Ward Williams tract to a found 5/8" iron rod for corner;
2. Thence N 87° 15' 44" E - 1,877.46' with the north line of said John Ward Williams tract and the south line of that certain called 29.90 acre tract described in a deed dated 07-02-1997 from W. H. K. Family Interests Partnership, Limited to Pearland Building II Limited Partnership as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 97-022679 to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) for corner;
3. Thence S 52° 24' 57" W - 1,576.41' with the northwesterly line of that certain called 6.0460 acre tract described in a deed dated 09-15-1995 from John Ward Williams to Brazoria County Drainage District Number 4 as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 95-033401 to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) for corner;

4. Thence S 73° 30' 26" W – 353.24' (deed – 352.96') with the north line of that certain called 0.537 acre "Tract II" described in a deed dated 12-01-1997 from John Ward Williams to the City of Pearland as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 97-042854, also being the north right-of-way line of McHard Road (width varies) to the POINT OF BEGINNING and containing 23.521 acres (1,024,578 square feet) of land more or less.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by:
C.L. Davis & Company
Job Number: 11-421-85 23.521 acres M&B.doc
08-08-2005

Consent Agenda Item C

- C. Consideration and Possible Action – Resolution No. R2014-120 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Dannenbaum Engineering Corporation, in the amount of \$163,034.00 for the Old Townsite Drainage Study.**

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-120
DATE SUBMITTED:	September 11, 2014	DEPT. OF ORIGIN:	Projects
PREPARED BY:	Andrea Brinkley	PRESENTOR:	Trent Epperson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	September 23, 2014
SUBJECT: RESOLUTION NO. R2014-120 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Dannenbaum Engineering Corporation, in the amount of \$163,034.00 for the Old Townsite Drainage Study.			
EXHIBITS: R2014-120; Exhibit A – Contract for Engineering Services, B- Site Location Map			
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: \$163,034		AMOUNT BUDGETED: \$2,588,200	
AMOUNT AVAILABLE: \$2,588,200		PROJECT NO.: DR1302	
ACCOUNT NO.: 203-000-565.01-00			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.: NA			
PROJECT NO.: NA			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

RECOMMENDED ACTION

Staff recommends that Council approve the proposal and award a professional services contract to Dannenbaum Engineering Corporation for the Old Townsite Drainage Study and Preliminary Engineering Report project in the amount of \$163,034 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

The Old Townsite Drainage Study was budgeted in the FY 2014-2018 CIP as the prelude to developing a sub-regional detention plan for the 41 acre Old Town area. Although the actual watershed area incorporates up to 195 acres: bounded by Broadway on the north, Mary's Creek on the south, Old Alvin Road on the east and SH 35/South Main Street on the west, the study is

focused on developing a plan for sub-regional detention for the 41 acre area. The overall area includes both City owned and private property. The Drainage study will provide direction on the overall drainage requirements for the area but, will provide preliminary design for the 41 acre Old town area only. This is a short term priority project from the City of Pearland Sub-Regional Detention Plan to address the need for detention in the southeast quadrant of the Old Townsite to guide future development and redevelopment and mitigate the impacts of the expansion of the roadway network in this quadrant.

After completion of the study and preliminary engineering, a decision will be made on what improvements are designed and when they will be implemented.

SCOPE OF CONTRACT/AGREEMENT

The scope of services for the Preliminary Engineering Report includes survey, geotechnical investigations, a limited Phase One Environmental investigation, a hydrologic and hydraulic study, preliminary pond and conveyance design, the development of detention pond credits and pricing strategy, preliminary construction plans, a cost estimate and a proposed phasing schedule.

The Professional Engineering Services contract with Dannenbaum Engineering Corporation is divided into two components; Basic Services and Additional Services. The Basic Services Lump Sum total \$98,240 (3.5% of estimated construction costs) and include the Preliminary Engineering Report. Additional Services total \$62,894, (or 2% of construction) and include subconsultant environmental, geotechnical and surveying services. Reimbursable expenses total \$1,900 for reproduction and mileage. The sum total of all fees is \$163,034. These fees reflect a total of 5.9% of estimated construction costs.

Attached is a proposal from Dannenbaum Engineering Corporation in the total amount of \$164,034. The contract schedule includes 6 months to complete the Preliminary Engineering Report. Dannenbaum Engineering Corporation has a long standing relationship with the City and has performed well on previous projects. The design of Kirby Dr. Widening and the construction management of the Hatfield Trunk Sewer are a few of the most recent projects with Dannenbaum Engineering Corporation.

BID AND AWARD

N/A

SCHEDULE

The Preliminary Engineering Report is estimated to be completed in the first quarter of 2015. The Final Design will follow.

POLICY/GOAL CONSIDERATION

The work effort is the first step in a Council goal for developing a regional detention plan within the southeast quadrant of the Old Townsite. The plan will provide guidance for future development in the area and ensure that all properties within the drainage basin have access to regional detention or drainage outfalls.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The project is mainly funded through the issuance of general obligation bonds and accordingly has been incorporated into the City's forecast for the Debt Service Fund.

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 276,000	\$ 2,312,200	\$ 826,800	\$ -		\$ 3,415,000
Prior Expenditures						
PER	-					-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Design/Survey	163,034					163,034
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey		383,000				383,000
Construction		1,929,200	826,800	-		2,756,000
FF&E						-
Total Expenditures	\$ 163,034	\$ 2,312,200	\$ 826,800	\$ -	\$ -	\$ 3,302,034
Remaining Balance	\$ 112,966	\$ 112,966	\$ 112,966	\$ 112,966	\$ 112,966	\$ 112,966

Debt Sold	100,000					
Debt to Be Sold	-	2,312,200	826,800	-		
Annual Debt Service		6,700	161,617	217,013	217,013	

O&M IMPACT INFORMATION

No increase in Operations and Maintenance is anticipated when the project is constructed.

Year	2014	2015	2016	2017	2018
Operation and Maintenance Costs				\$ -	\$ -

RESOLUTION NO. R2014-120

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Dannenbaum Engineering Corporation, in the amount of \$163,034.00 for the Old Townsite Drainage Study.

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

Section 1. That engineering contract, 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 Old Townsite Drainage Study.

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 Corporation ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as Old Townsite Drainage ("PROJECT"). (Project # DR1302)

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 shall perform a Drainage Study and Preliminary Engineering Report. 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 97 days after notice to proceed is issued.

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>\$98,240.00</u>
2. Additional Services shall require independent and specific authorization and shall be billed as (Sub-Consultants):	<u>\$62,894.00</u>
3. Bid Phase Services (Hourly Not to Exceed)	_____
4. Construction Phase Services (Hourly Not to Exceed)	_____
5. Reimbursable Expenses (Not to Exceed)	<u>\$1,900.00</u>
6. Total:	<u>\$163,034.00</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



CONSULTANT

DATE

9-3-2014

DATE

DANNENBAUM ENGINEERING CORPORATION

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

ENGINEERING
EXCELLENCE
SINCE
1945

April 25, 2014
Revised May 22, 2014
Revised August 13, 2014

Ms. Andrea Dekam Brinkley, PMP
Project Manager
City of Pearland
3519 Liberty Drive
Pearland, TX 77588

**RE: Old Townsite Drainage Study (DS) and
Preliminary Engineering Report (PER)**

Dear Ms. Brinkley:

Dannenbaum Engineering Corporation is pleased to present this proposal for the Old Townsite Drainage Study and Preliminary Engineering Report. The City of Pearland's particular interest is the area bounded on the north by E. Broadway, south by Mary's Creek, east by Old Alvin Road, and west by SH-35. This proposal describes the scope of work, engineering fees, and schedule for the Old Townsite DS and PER.

BACKGROUND

The Old Townsite development is partially developed and has a great potential for master planning. The planning area corresponds to an area of 195 acres. One of the City's goals for this planning area is to encourage development by using regional detention for drainage. Property owners would avoid on-site detention and able to develop more property. The City would like to develop a Preliminary Engineering Report including regional detention and trunk storm sewer lines to facilitate development. The scope of work that addresses the City's goals is presented in Exhibit A.

Again, Dannenbaum appreciates the opportunity to present this proposal and be of assistance to you. We are looking forward to this assignment. The engineering fee spreadsheet and the schedule are attached. If you have any questions or wish to discuss this proposal, please do not hesitate to call me at 713-527-6365.

Sincerely yours,



Alejandro C. Flores, P.E., CFM
H&H Division Manager

Attachments

XC: Skipper Jones – City of Pearland

EXHIBIT A



DRAINAGE SCOPE OF SERVICES

FOR

Old Townsite Drainage Study
and
Preliminary Engineering Report

I. Preliminary Design Phase Services

A. Data Collection:

1. Attend Design Kick-off meeting with City to review City's objectives
 - a. Refine, define, and agree on project scope and limits
2. Collect and Review adjacent projects, current and future, to identify any interplay or impact to or from subject project
 - a. Identify any requirements stemming from this relationship if it exists
3. Identify existing data sources and resources currently held by the City and make arrangements to obtain this information for review
 - a. Some existing data
 - Sub-regional detention plan
 - Old Town Drainage Report
 - Old Town site development and zoning map
 - Construction plans for Grand Blvd. and S. Galveston Ave.
4. Identify any gaps in this data and make arrangements to supplement through other sources, specifically:
 - a. Surveys
 - b. Geotechnical
 - c. Environmental
 - d. Hydrology/hydraulic studies
 - e. Drainage studies
 - f. Flood mapping studies
 - g. Existing water, sanitary, storm sewer utility information
 - h. Available utility plans for electric, gas, cable, telephone or other public utilities
 - i. USGS, LIDAR and Topographic surveys
 - j. Field visits

B. Preliminary Engineering Report and Studies:

Prepare and submit Preliminary Engineering Report consisting of, but not limited to:

1. Surveying: Determine survey needs for the study based on the available information. Tasks may be related to the following:
 - a. Deed search to be performed in the next phase
 - b. Ownership map of study area
 - c. Establishing of Temporary Benchmarks
 - d. Survey of soil borings
 - e. Survey conversion factors
 - f. Topographic survey of the area (sub-consultant proposal attached)
2. Geotechnical Investigations: Limited geotechnical study to determine suitability of subsurface soils for detention, slope stability, etc, and will include: subsurface boring investigations, laboratory testing and a geotechnical report with the investigations performed, findings and recommendations. (Sub-Consultant proposal attached.)

3. **Environmental Investigation: Limited Phase 1 investigation of the area based on readily available data.**
 - a. Desktop Review (Includes NWI)
 - b. Archeological Background Review
 - c. Endangered Species Review
 - d. Potential Environmental Contamination.

4. **Hydrologic and Hydraulic Study: Utilize rational method and small watershed method for peak flows and hydrograph generation, respectively. Use SWMM for conveyance and detention pond routing.**
 - a. Compute existing conditions
 - Determine drainage areas
 - Determine existing land use
 - Develop existing hydrology
 - Perform level of service for the existing conveyance system
 - b. Compute proposed conditions
 - Update hydrology for the project area
 - Determine future land use
 - Develop proposed hydrology
 - Perform hydraulic and hydrologic study for the project site
 - Determine storm water requirements
 - Develop alternatives for size, type (dry bottom, wet bottom), and location of proposed detention pond based on cost and hydraulic efficiency
 - Determine proposed conveyance system.

5. **Preliminary Pond Design and Conveyance: Perform a Detention Pond and Conveyance designs meeting City and Brazoria Drainage District #4 design criteria, including the following:**
 - a. Detention pond geometry based on existing grades and required detention volume
 - b. Approximate detention cut and fill volumes. Also, compute loss of flood plain storage
 - c. Conveyance to the pond from the service area
 - d. Outfall channel and improvements, and ultimate outfall
 - e. Drainage outfall design at Mary's Creek
 - f. Alternatives analysis and selection

6. **Development of Detention Pond Credits and Pricing strategy: Develop available credits and pricing scheme to address the following:**
 - a. Prepare an Opinion of Probable Cost
 - b. Cost of outright purchase credits
 - c. Cost of credits for purchase with in-kind services
 - d. Cost of credits with purchasers for utilization of the pond as an outfall to a separate detention system
 - e. Prepare a Phasing Plan – Phased Construction

7. **Preliminary Construction Plans (30%): Include plans and details for the selected detention pond alternative for the project with the following:**
 - a. Cover sheet
 - b. Survey information

- c. Typical sections
 - d. Pond and Outfall Plans
 - e. Drainage plans – Conveyance System
 - f. Drainage Calculations (including detention summary)
8. Ensure Preliminary Engineering Report consisting of the following elements (at minimum):
- a. Executive Summary
 - b. Review of Alternatives Recommendations
 - c. Diagrammatic layout of proposed detention pond
 - d. Preliminary Drainage Analysis and Report
 - e. Preliminary or Conceptual Cost estimates
 - f. Pricing Strategies for Pond Credits
 - g. All studies, reports and exhibits
 - h. 30% plans and proposed Special Specifications
 - i. Proposed Project Phasing Schedule
9. Project Management
- a. Progress Meeting with the City staff
 - b. Coordination with sub-consultants
 - c. Project Team Coordination (Consultant Team plus others)
10. Summary Schedule
- a. Notice to proceed September 2, 2014
 - b. Data collection September 16, 2014
 - c. Preliminary Engineering Report and Studies
 - 1. Surveying
 - 2. Geotechnical Investigation
 - 3. Environmental Investigation
 - 4. Hydrologic and Hydraulic Study
 - 5. Preliminary Pond Design and Conveyance
 - 6. Development of Detention Pond Credits and Pricing Strategy
 - 7. Preliminary Construction Plans (30%)
 - 8. Preliminary Engineering Report

ENGINEERING FEE ESTIMATE
OLD TOWNSITE DRAINAGE STUDY AND PRELIMINARY ENGINEERING REPORT

TASK		Principal \$200.00	Project Manager \$180.00	Project Engineer IV \$130.00	Project Engineer III \$90.00	CADD \$95.00	Secretary \$70.00	Total Hours	Total Cost
A.	DATA COLLECTION		4	24	32	8	4	72	\$7,620
1	Attend Design Kick-off Meeting with the City		4	4			2	10	\$1,380
2	Collect and review adjacent projects, current and future			8	8			16	\$1,760
3	Identify existing data sources and resources currently held by the City and make arrangements to obtain this information for review			4	20			24	\$2,320
4	Identify any gaps in this data and make arrangements to supplement through other sources			8	4	8	2	22	\$2,160
B.	PRELIMINARY ENGINEERING REPORT AND STUDIES		56	184	380	192	28	850	\$87,740
1	Surveying: Determine survey needs for the study based on available information (C.L. Davis) See Sub-Consultants								
2	Geotechnical Investigations: Limited geotechnical study to determine suitability of subsurface soils for detention and slope stability (QC Laboratories) - See Sub-Consultants								
3	Environmental Investigation (Geotest) - See Sub-Consultants								
4	Hydrologic and Hydraulic Study								
	a. Compute existing conditions		2	24	40	20	2	88	\$8,980
	b. Compute proposed conditions		4	32	60	20	4	120	\$12,180
5	Preliminary Pond Design and Conveyance: Perform a Detention Pond and Conveyance Designs meeting City and BDD#4 Design Criteria								
	a. Detention pond geometry based on existing grades and required detention volume				24	16		40	\$3,680
	b. Approx. detention cut and fill volumes. Also, compute loss of flood plain storage				8	4		12	\$1,100
	c. Conveyance to the pond from the service area			6	16	8		30	\$2,980
	d. Outfall channel and improvements, and ultimate outfall				8	4		12	\$1,100
	e. Drainage outfall design at Marys Creek				8	4		12	\$1,100
	f. Alternatives analysis and selection		4	8	12	4		28	\$3,220
6	Development of Detention Pond Credits and Pricing Strategy								
	a. Prepare an Opinion of Probable Cost			8	12	8	2	30	\$2,880
	b. Cost of outright purchase credits			4	6		2	12	\$1,060
	c. Cost of credits for purchase with in-kind services			4	6		2	12	\$1,060
	d. Cost of credits with purchasers for utilization of the pond as an outfall to a separate detention system			4	8			12	\$1,240
	e. Prepare a Phasing Plan		4	8	4	12		28	\$3,250
7	Preliminary Construction Plans (50%): Incl. plans and details for the selected detention pond alternative for the project								
	a. Cover sheet				2	8		10	\$940
	b. Survey information			4	8	4		16	\$1,620
	c. Typical sections			4	16	16		36	\$3,480
	d. Pond and outfall plans		4	8	20	24		56	\$5,840
	e. Drainage plans - Conveyance system		4	8	28	20		60	\$6,180
	f. Drainage calculations			8	24			32	\$3,200

**ENGINEERING FEE ESTIMATE
OLD TOWNSITE DRAINAGE STUDY AND PRELIMINARY ENGINEERING REPORT**

TASK	Principal \$200.00	Project Manager \$180.00	Project Engineer IV \$130.00	Project Engineer III \$90.00	CADD \$95.00	Secretary \$70.00	Total Hours	Total Cost
8 Ensure Preliminary Engineering Report								
a. Executive Summary		4	8	4		4	20	\$2,120
b. Review of alternatives recommendations		2	4	8			14	\$1,600
c. Diagrammatic layout of proposed detention pond			4	8	8		20	\$2,000
d. Preliminary drainage analysis and report			4	4			8	\$880
e. Preliminary or conceptual cost estimates			4	8			12	\$1,240
f. Pricing strategies for pond credits			4	4			8	\$880
g. All studies, reports, and exhibits			8	22			30	\$3,020
9 Project Management								
a. Progress Meeting with the City Staff		8	8	4	8	4	32	\$3,600
b. Coordination with Sub-Consultants		8	12	4		8	32	\$3,360
c. Project Team Coordination (Consultant Team plus others)		12	8	4	4		28	\$3,940
10.0 Oa/Qc		16					16	\$2,880
Sub-Consultants								\$62,894
Geotest - Environmental								\$7,308
QC Laboratories - Geotechnical								\$7,430
Chuck Davis - Surveying								\$48,156
Other Direct Costs								\$1,900
Mileage								\$400
Reproduction								\$1,000
Supplies								\$500
		60	218	412	200	32	938	\$ 98,240
		6.4%	23.2%	43.9%	21.3%	3.4%	100.0%	

1. BASIC SERVICES (Lump Sum)	\$ 98,240.00
2. ADDITIONAL SERVICES (Sub-Consultants)	\$ 62,894.00
3. BID PHASE SERVICES	\$ -
4. CONSTRUCTION PHASE SERVICES	\$ -
5. REIMBURSABLE EXPENSES (NOT TO EXCEED)	\$ 1,900.00
TOTAL	\$ 163,034.00

**SCHEDULE
OLD TOWNSITE DRAINAGE STUDY AND
PRELIMINARY ENGINEERING REPORT**

Task Name	Duration	Start	Finish	2014											
				Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
A. DATA COLLECTION															
1. Attend Design Kick-off Meeting with the City	0 days	Thu 9/4/14	Thu 9/4/14				◆ 9/4								
2. Collect and review adjacent projects, current and future	11 days	Thu 9/4/14	Thu 9/18/14				▬								
3. Identify existing data sources and resources currently held by the City and make arrangements to obtain this information for review	11 days	Thu 9/4/14	Thu 9/18/14				▬								
4. Identify any gaps in this data and make arrangements to supplement through other sources	6 days	Thu 9/18/14	Thu 9/25/14				▬								
B. PRELIMINARY ENGINEERING REPORT AND STUDIES															
1. Surveying: Determine survey needs for the study based on available information (C.L. Davis)	24 days	Thu 9/4/14	Tue 10/7/14				▬								
2. Geotechnical Investigations: Limited geotechnical study to determine suitability of subsurface soils for detention and slope stability (QC Laboratories)	44 days	Thu 9/4/14	Tue 11/4/14				▬								
3. Environmental Investigation (Geotest)	32 days	Thu 9/4/14	Fri 10/17/14				▬								
4. Hydrologic and Hydraulic Study	42 days	Thu 9/4/14	Fri 10/31/14				▬								
5. Preliminary Pond Design and Conveyance: Perform a Detention Pond and Conveyance Designs meeting City and BDD#4 Design Criteria	23 days	Mon 10/20/14	Wed 11/19/14						▬						
6. Development of Detention Pond Credits and Pricing Strategy	11 days	Thu 11/20/14	Thu 12/4/14							▬					
7. Preliminary Construction Plans (30%): Incl. plans and details for the selected detention pond alternative for the project	41 days	Fri 11/21/14	Fri 1/16/15								▬				
8. Ensure Preliminary Engineering Report	41 days	Fri 11/21/14	Fri 1/16/15								▬				
9. Project Management	97 days	Thu 9/4/14	Fri 1/16/15				▬								

Project: Project Schedule Date: Wed 8/13/14	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
	Split	External Tasks	Inactive Summary	Manual Summary	Progress
	Milestone	External Milestone	Manual Task	Start-only	C
	Summary	Inactive Task	Duration-only	Finish-only	J



April 16, 2014

Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098

Attn: Mr. Alejandro C. Flores, P.E.
P: 713-527-6365
E: al.flores@dannenbaum.com

Re: Cost Estimate for Preliminary Geotechnical Engineering Services
Proposed Detention Basin – Old Town Site
Old Alvin Road
Pearland, Texas
QCL Document No.: 39311

Dear Mr. Flores:

QC Laboratories, Inc. (QCL) understands that we have been selected based on qualifications to provide preliminary geotechnical engineering services for the project referenced above. This document has been prepared in general accordance with project information provided to us on April 11, 2014.

Project Description

We understand the consideration is being made to construct a detention basin within a tract of land roughly bound by Old Alvin Road, South Main Street, East Walnut Street, and Swensen Road in Pearland, Texas. At the time of this document, the location and configuration of the proposed basin was not available. However, we understand the basin will have a maximum depth of 12 feet and sideslopes no steeper than 3 Horizontal: 1 Vertical. In addition, we understand that the basin will be designed in accordance with Harris County Flood Control District (HCFCD) criteria.

The purpose of this study is to obtain soil information from widely-spaced borings to provide a general description of the soil stratigraphy, groundwater conditions, and provide preliminary recommendations for basin sideslopes.

Houston	League City
10810 Northwest Freeway	400 Hobbs Road, Suite 210
Houston, Texas 77092	League City, Texas 77573
Tel: 713-695-1133	Tel: 281-332-8378
Fax: 713-695-0808	Fax: 281-332-8399

qclabs@qclabs.com

Scope of Services

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. For this project, we plan to drill and sample a total of three (3) widely-spaced borings to depths of 30 feet within the proposed detention basin area.

Drilling will be performed using all-terrain vehicle (ATV) mounted drilling equipment. Soil samples will generally be obtained continuously to a depth of 20 feet and at five feet intervals thereafter to the termination depths of the borings in accordance with HCFCD criteria.

Soil samples will also be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type. The depth of groundwater will be observed during drilling and at approximately 24 hours after drilling. At the completion of our field program, the boreholes will be backfilled with grout.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

Laboratory Testing: The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, consolidated undrained (CU) triaxial (with pore pressure measurements), Atterberg Limits, Crumb Test, Pinhole Dispersion, and percent passing the No. 200 sieve.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the preliminary investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings, Plan of Borings, water observations, and laboratory test results; and
- Detention pond design guidelines per HCFCD, including slope stability (short term, long term, and rapid draw down conditions) and excavation and groundwater control.



Please note that this scope of services does not include foundation recommendations for any bridges and/or culverts that may be planned within the detention basin area.

Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the estimated fee is \$7,430. The cost of our services for this effort will not exceed these figures unless the scope of work is modified with the approval of the client.

Schedule

We can initiate our field operations within 5 to 7 working days following authorization to proceed, if site access and weather conditions permit. We anticipate that it will take 1 day to complete our drilling activities. We anticipate completion of our services and submittal of our final report within about 3 to 4 weeks following completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

Acceptance

The work will be performed under the client's "Agreement of Consulting Services" which will be signed once the budget estimate is accepted.

We appreciate the opportunity to submit this document and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.

(Texas Registered Engineering Firm F-3601)



John D. Guida, P.E.

Vice President of Engineering





PROPOSED BORING LOCATION PLAN

PROJECT: Proposed Detention Basin - Old Town Site
 Old Alvin Road
 Pearland, Texas

DOCUMENT NO.: 39311



C. L. DAVIS & COMPANY

LAND SURVEYING

1500 Winding Way

Friendswood, Texas 77546

281.482.9490

FAX 281.482.1294

cldavis@cldaviscompany.com

April 28, 2014

REVISED: May 20, 2014

REVISED: August 13, 2014

Mr. Al Flores

Dannenbaum Engineering Corporation

3100 West Alabama

Houston, Texas 77098

Re: **City of Pearland Project:**

Detention Old Town Site Drainage Study – Bounded by F.M. 518 on the north,

Old Alvin Road on the east, Mary's Creek on the south and Highway 35 on the west

Proposal No.: 2014-082 (R2)

Dear Mr. Flores:

Our proposal for land surveying services for the above referenced project is as follows:

1. **Establish Horizontal Control based on North American Datum 1983 and Vertical Control based on North American Vertical Datum 1988, 2001 Adjustment**

Fee based on the following levels of efforts:

Principal – 2 hours x 200.....	\$400.00
R.P.L.S. – 4 hours x 150.....	\$600.00
CAD – 2 hours x 110.....	\$220.00
Three-man field crew – 6 hours x 183.....	\$1,098.00
Data Collector – 6 hours x 40.....	\$240.00
Clerical – 0 hours x 80.....	\$0.00

Subtotal \$2,558.00

2. **Preparation of Ownership Exhibit on portion of portion of above referenced sit being bounded by Walnut on the north, Old Alvin Road on the east, Mary's Creek on the south and Highway 35 on the west**

Fee based on the following levels of efforts:

Principal – 4 hours x 200.....	\$800.00
R.P.L.S. – 16 hours x 150.....	\$2,400.00
CAD – 10 hours x 110.....	\$1,100.00
Three-man field crew – 12 hours x 183.....	\$2,196.00
Data Collector – 12 hours x 40.....	\$480.00
Clerical – 4 hours x 80.....	\$320.00

Subtotal \$7,296.00

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3. *Topographic Survey on East Walnut Street from Highway 35 to Old Alvin Road (Approximately 2,700') (Fee based on full cross-sections at 100' intervals and locating surface fixtures only)*

Fee based on the following levels of efforts:

<i>Principal – 1 hours x 200.....</i>	<i>\$200.00</i>
<i>R.P.L.S. – 0 hours x 150.....</i>	<i>\$0.00</i>
<i>CAD – 40 hours x 110.....</i>	<i>\$4,400.00</i>
<i>Three-man field crew – 24 hours x 183.....</i>	<i>\$4,392.00</i>
<i>Data Collector – 24 hours x 40.....</i>	<i>\$960.00</i>
<i>Clerical – 4 hours x 80.....</i>	<i>\$320.00</i>

Subtotal..... \$10,272.00

4. *Topographic and Utility Investigation Survey on open area bounded by Highway 35 on the west, Old Alvin Road on the east, Mary's Creek on the south and south line of tracts fronting East Walnut Street on the north (Fee does not include wooded area)*

Fee based on the following levels of efforts:

<i>Principal – 2 hours x 200.....</i>	<i>\$400.00</i>
<i>R.P.L.S. – 4 hours x 150.....</i>	<i>\$600.00</i>
<i>CAD – 12 hours x 110.....</i>	<i>\$1,320.00</i>
<i>Three-man field crew – 20 hours x 183.....</i>	<i>\$3,660.00</i>
<i>Data Collector – 20 hours x 40.....</i>	<i>\$800.00</i>
<i>Clerical – 2 hours x 80.....</i>	<i>\$160.00</i>

Subtotal..... \$6,940.00

5. *Topographic Survey and Utility Investigation Survey on portion of South Galveston Avenue between East Walnut Street and Hampshire Street and portion of Hampshire Street between Highway 35 and Old Alvin Road (Fee based on 100' cross-sections)*

Fee based on the following levels of efforts:

<i>Principal – 2 hours x 200.....</i>	<i>\$400.00</i>
<i>R.P.L.S. – 4 hours x 150.....</i>	<i>\$600.00</i>
<i>CAD – 24 hours x 110.....</i>	<i>\$2,640.00</i>
<i>Three-man field crew – 20 hours x 183.....</i>	<i>\$3,660.00</i>
<i>Data Collector – 20 hours x 40.....</i>	<i>\$800.00</i>
<i>Clerical – 2 hours x 80.....</i>	<i>\$160.00</i>

Subtotal..... \$8,260.00

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6. *Locate Horizontal and Vertical Control on portion of Highway 35 between East Walnut Street and Mary's Creek set by others for City of Pearland Highway 35 Water Line Project – Purpose of this task is so we can insert the Water Line Project CAD File into Over-all Project CADD file*

Fee based on the following levels of efforts:

Principal – 2 hours x 200.....	\$400.00
R.P.L.S. – 0 hours x 150.....	\$0.00
CAD – 8 hours x 110.....	\$880.00
Three-man field crew – 6 hours x 183.....	\$1,098.00
Data Collector – 6 hours x 40.....	\$240.00
Clerical – 0 hours x 80.....	\$0.00

Subtotal..... \$2,618.00

7. *Partial Topographic and Utility Investigation Survey on portion of Old Galveston Road between F. M. 518 and Walnut Street and portion of South Grand Boulevard between Walnut Street and Pear Street (Fee based on locating surface utility fixtures and flow lines of Sanitary and Storm Utility Lines)*

Fee based on the following levels of efforts:

Principal – 4 hours x 200.....	\$800.00
R.P.L.S. – 4 hours x 150.....	\$600.00
CAD – 30 hours x 110.....	\$3,300.00
Three-man field crew – 24 hours x 183.....	\$4,392.00
Data Collector – 24 hours x 40.....	\$960.00
Clerical – 2 hours x 80.....	\$160.00

Subtotal..... \$10,212.00

Total Amount of Proposal..... \$48,156.00

Any changes or revisions in the scope of the project after authorization to proceed will be billed on an hourly basis as described below:

• Principal	\$200.00
• Registered Professional Land Surveyor (RPLS)	\$150.00
• Technical/CAD	\$110.00
• Three-man field crew	\$183.00
• Data Collector	\$40.00
• Clerical	\$80.00

All surveying services are under the jurisdiction of the Texas Board of Land Surveying: 7701 North Lamar, Suite 400, Austin, Texas 78752; phone number: 512-452-9427. Any complaints about surveying services should be sent to the above address to the attention of Complaints Officer of the Board.

Thank you for the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

Approved & Accepted



C. L. Davis, R.P.L.S.

Mr. Al Flores
 Dannenbaum Engineering Corporation

Date

Surveying the Great State of Texas for over 25 years



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1130031499

August 7, 2014

Mr. Alejandro C. Flores, P.E., D.WRE, CFM
Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098

**Reference: Proposal for Limited Phase I Environmental Site Assessment
Old Town Site Project Area
Pearland, Texas**

Dear Mr. Flores:

We are pleased to submit this proposal for performing the limited Phase I Environmental Site Assessment (ESA) for the referenced project. Phase I ESA will be conducted in general accordance with latest ASTM E1527.

The project site is approximately 120 acres tract in City of Pearland, Texas. The site is bounded by E. Broadway Street to the north, Old Alvin Road to the east, Mary's Creek to the south and S. Main Street to the west. It is our understanding that the City is considering the south portion of the project site for construction of a regional detention basin. Since the project is preliminary stage, the location and size of the detention basin are not known at this time.

Purpose and Scope

The purpose of this ESA is to identify and document any known or potential sources of environmental contamination and Recognized Environmental Conditions (RECs) on or around the project site. The scope of this study will include:

1. Review regulatory agency lists for records regarding possible hazardous material handling, spills, storage and production at the site or in the vicinity that may potentially threaten the subject property. These lists include: CERCLIS, RCRIS, NPL, ERNS, PST, LPST, superfund sites and waste disposal sites.
2. Review selected aerial photography for the past use activity in the site from the 1950's (or whatever available) to present to identify any signs of potential environmental contamination.
3. Review of presence of wetlands and endangered species within the project area.
4. Review additional records such as topographic maps, Sanborn maps, city directories and fire insurance maps.
5. Perform limited reconnaissance of site and surrounding areas and on-site interviews to identify any indications of potential environmental contamination.

6. Prepare a Phase I Environmental Site Assessment report describing the findings of this study.

Project Schedule

We will be able to begin our study within one week upon receipt of your written authorization. The final report including 2 hard copies and 1 searchable soft copy will be submitted in about 8 weeks after receiving your notice to proceed.

Fee

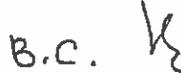
Based on the scope of work outlined above, the fee of preparing and submitting Phase I ESA report will be a cost not to exceed amount of \$7,308.00. This cost includes "Single Site" Study for the project area. The cost breakdown is shown on Attachment No. 1.

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 returning one original to us.

Sincerely,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Assistant Project Manager



Mohan Ballagere, P.E.
Vice President

MB\ego
Copies Submitted: (1)
Enclosures: Attachment No. 1
PC38\Environmental\Proposals\30031499.doc

APPROVED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

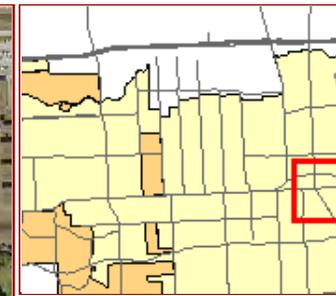
ATTACHMENT NO. 1

COST BREAKDOWN

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Document Research			
Regulatory Agency Listings (Single Site Study)	1 ea.	\$600.00	\$600.00
NEPA Check	1 ea.	\$150.00	\$150.00
Vehicle Charge	16 hr	\$7.50	\$120.00
		Subtotal:	\$870.00
Engineering Services			
Project Manager	6.0 hrs.	\$135.00	\$810.00
Project Engineer	48.0 hrs.	\$96.00	\$4,608.00
Support Personnel	20.0 hrs.	\$51.00	\$1,020.00
		Subtotal:	\$6,438.00
Total Cost Not to Exceed			\$7,308.00



Old Townsite Drainage Study and PER



Old Townsite
Drainage Study
Area

Broadway/FM 518

S. Main/ SH 35

Old Alvin

Mary's Creek



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:9,221
1 in = 768 ft
September 12, 2014



Centennial Park

Consent Agenda Item D

- D. Consideration and Possible Action - Resolution No. R2014-114 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Huitt-Zollars, in the amount of \$98,900.00 for the Public Works Orange Street Service Center Renovation Project.**

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

AGENDA OF: October 13, 2014	ITEM NO.: Resolution No. R2014-114
DATE SUBMITTED: September 8, 2014	DEPT. OF ORIGIN: Projects
PREPARED BY: S. Johnson	PRESENTOR: Skipper Jones
REVIEWED BY: Trent Epperson	REVIEW DATE: October 7, 2014
SUBJECT: Resolution No. R2014-114 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Huitt-Zollars, in the amount of \$98,900.00 for the Public Works Orange Street Service Center Renovation Project.	
EXHIBITS: Resolution No. R2014-114 Exhibit A – Contract for Engineering Services; Exhibit B – Site Map	
FUNDING:	
<input checked="" type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant <input checked="" 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: \$98,900	AMOUNT BUDGETED: \$2,410,000
AMOUNT AVAILABLE: \$2,410,000	PROJECT NO.: FA1404
ACCOUNT NO.: 068-000-565.0100	
ADDITIONAL APPROPRIATION REQUIRED: \$	
ACCOUNT NO.:	
PROJECT NO.:	
To be completed by Department:	
X Finance	X Legal
Ordinance	X Resolution

RECOMMENDED ACTION

Staff recommends that Council award a professional services contract to Huitt-Zollars, Inc. for the Preliminary Design Services for Renovation of the Public Works Orange Street Service Center project in the amount of \$98,900 and authorize the City Manager to execute the contract.

BACKGROUND

The buildings at the Orange Street Service Center date back to the 1970's and have been only slightly modified and added onto over multiple years. Staff levels at the Service Center have significantly increased since the last update to this facility and with plans to relocate the Capital Projects and Engineering departments as well as Facility Maintenance and Meter Reading to this location, there is a need to renovate and remodel the office space to improve efficiency and to provide additional staff parking.

Additionally, Fleet Maintenance requires remodeling of its office and parts storage area as well as components of the service bays including the addition of a bulk fluids storage area. Upstairs offices in the Building Maintenance and Parks Maintenance building also require renovation at this time.

SCOPE OF CONTRACT/AGREEMENT

The scope of the subject proposal and contract includes programming and schematic phase design services and cost estimating only at this time. The programming phase includes delivery of measured drawings for the existing facilities, identification and evaluation of functional relationships and adjacencies, evaluation of office space and parking requirements, and creation of conceptual phasing plans, all to be submitted in a programming document. The schematic phase includes: the site plan, modified floor plans, and construction cost estimates based on individual component portions of the project. Once the schematic designs and associated cost estimates for each piece have been completed, the scope of the final design and the ultimate construction project will be determined. Additional services that would follow, but are not included in this contract, are the final design, bid and award phase, and construction phase services. These services will be identified from the above scope selection process and contracted for separately within 90 to 120 days.

BID AND AWARD

Huitt-Zollars was selected as the most qualified firm for this work based on past performance and their familiarity with the facility from past work.

SCHEDULE

The programming and schematic phase design services are expected to be completed within sixty (60) calendar days from Notice to Proceed.

POLICY/GOAL CONSIDERATION

Renovation of the facilities at this location will improve the use and efficiency of existing spaces to house current and relocated staff and will provide additional storage and parking.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The funding for this project is anticipated to come via the issuance of Certificates of Obligation and included in the City’s Forecast of the Debt Service Fund. Current funding of \$290,000 has been sold for the preliminary engineering report and design. This funding is a reallocation of funding originally set aside for the Hillhouse Phase II project which has been postponed until specific requirements for that site have been identified and programmed. Funding and bonds for construction would be based on final schematics and design elements that would proceed to construction.

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 290,000	\$ 2,120,000				\$ 2,410,000
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Design/Survey	98,900					98,900
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Total Expenditures	\$ 98,900	\$ -	\$ -	\$ -	\$ -	\$ 98,900
Remaining Balance	\$ 191,100	\$ 2,311,100	\$ 2,311,100	\$ 2,311,100	\$ 2,311,100	\$ 2,311,100

Debt Sold	290,000					
Debt to Be Sold		2,311,100				
Annual Debt Service		19,430	174,274	174,274	174,274	

O&M IMPACT INFORMATION

Year	2014	2015	2016	2017	2018
Operation and Maintenance Costs	\$ -				

RESOLUTION NO. R2014-114

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract for engineering services with Huitt-Zollars, in the amount of \$98,900.00 for the Public Works Orange Street Service Center Renovation Project.

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

Section 1. That engineering contract, 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 Public Works Orange Street Service Center Renovation 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 Huitt Zollars, Inc. ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as Renovation of the Public Works Service Center ("PROJECT"). (Project # FA1404)

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 professional architectural and engineering services for Renovation of the Public Works Service Center project. 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 60 calendar days from receipt of notice to proceed.

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. Programming (Lump Sum) \$25,800.00
 - 2. Schematic Phase (Lump Sum): \$73,100.00
 - 3. Total: \$98,900.00
- 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 1500South Dairy Ashford, Suite 200, Houston, Texas 77077. 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

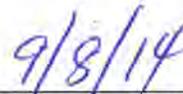
This CONTRACT shall not be assignable except upon the written consent of the parties hereto.

CITY OF PEARLAND, TEXAS

DATE



CONSULTANT



DATE

August 28, 2014

Mr. Skipper Jones
Manager, Capital Projects
City of Pearland
3719 Liberty Street
Pearland, Texas 78487

Attention: Ms. Susan Johnson
Project Coordinator

Reference: Renovation of the Public Works Service Center on Orange Street in Pearland, Texas

Dear Mr. Jones:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Pearland (City) for the renovation of the Public Works Service Center located on Orange Street in Pearland, Texas (Project). Our proposal is based upon the scope of services, compensation, schedule and terms and conditions in the City's standard engineering agreement.

Project Understanding

The City plans to relocate Capital Projects and Engineering staff to the Public Works Service Center on Orange Street. Consequently, the existing Public Works Administration Building less the Fire Station will need interior renovation and potentially an exterior elevator/lift to accommodate this relocation.

Reference the Fleet Maintenance Facility, bulk lubrication, air compressors and parts storage are needed.

The project work also includes renovation of the Parks Building and the EMS Building.

In order to accommodate the increased parking requirements on and near the site, potential parking areas adjacent to the site (outside the fenced area) need to be evaluated. In addition, the existing site will be reconfigured to accommodate city and employee vehicle parking. Visitor parking will be provided along Orange Street.

SCOPE OF SERVICES:

1.0 Basic Services:

1.1 Programming Phase

- A. Conduct a site visit and confirm the existing facilities conditions and uses. Prepare measured drawings of facilities for which no drawings exist.
- B. Prepare a programming questionnaire and review responses to questionnaire by selected City staff.
- C. Conduct a programming charrette with selected City staff to review questionnaire responses and to obtain additional information and decisions that will impact the design. The purpose of the charrette is to:
 - 1) Obtain input on the overall design concepts for the Project

- 2) Identify and maximize useable space in buildings
- 3) Review the projected needs of the City to include current and projected staffing plans
- 4) Review requirements for offices, plants, shops, storage, other maintenance functions and facility maintenance requirements that may affect material selection, plumbing, electrical, heating, ventilation, and air conditioning
- 5) Review administrative activities and requirements
- 6) Review public access
- 7) Review fueling requirements
- 8) Review communications and IT requirements
- 9) Review site and building security requirements
- 10) Review relationships and required adjacencies between functional areas
- 11) Identify space requirements for administrative, field and operations functions in the project including:
 - a. Requirements for offices, staff and crew areas along with quantity, size, and type of spaces
 - b. Review building systems, finishes, materials and FF&E
- 12) Identify parking requirements for City vehicles, employees, visitors, and delivery vehicles
- 13) Evaluate potential parking areas adjacent to the project site
- 14) Develop conceptual project phasing plans and proposed budgets
- 15) Prepare a programming document for submittal to the City.

1.2 Schematic Phase (30% Plans)

- A. Huitt-Zollars shall prepare Schematic Phase Plans to include:
 - 1) Site Plan depicting circulation and traffic patterns, buildings, storage and parking areas, etc.
 - 2) Floor Plans
 - 3) Detailed Probable Construction Cost
- B. Submit five (5) hard copy half size plan sets and upload plans through Protrak online for review by the City.
- C. Upon completion of City review, Huitt-Zollars responds in Protrak and meets with City, if necessary, to finalize Schematic Phase Plans.

1.3 Design Development Phase (Not included. To be determined.)

1.4 Bidding Phase (Not included. To be determined.)

1.5 Construction Phase Services (Not included. To be determined.)

2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- A. Design Development (Final Design), Bidding and Construction Phase Services.
- B. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or

revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars

- C. Providing services made necessary by the default of the Construction Contractor, or by major defects of deficiencies in the Work of the Construction Contractor, or by failure of performance of Construction Contractor under the Contract for Construction
- D. Fees associated with Agency Reviews, Plats, Recordation, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections
- E. Any other service not otherwise included in the Basic Services

3.0 Excluded Services:

Huitt-Zollars, Inc. shall not be required to furnish any legal or accounting advice or service. Test pits, material and equipment operating tests and other special consulting services including, but not limited to, asbestos, hazardous and toxic materials management are not included in our proposal. A commercial materials testing laboratory will be engaged by the City during construction for materials testing services and will invoice the City directly for its services.

4.0 City Provided Services:

City shall provide Huitt-Zollars with the following:

- A. Access to the Project
- B. Available Drawings and Reports

COMPENSATION:

1.0 Basic Services

Our estimated fee for the Basic Services is as follows:

Programming	\$ 25,800.00	(lump sum)
Schematic Phase	\$ 73,100.00	(lump sum)
Design Development Phase	Not included	
Bidding	Not included	
Construction Services	Not included	
Total Basic Services Fee	\$ 98,900.00	

2.0 Additional Services

Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum basis or an hourly basis per the attached Hourly Rate Sheet.

3.0 Invoicing

Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based on number of hours worked per the attached Hourly Rate Sheet.

SCHEDULE:

We anticipate completion of the basic services scope of work within sixty (60) calendar days from receipt of notice to proceed.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please return a City Agreement for our signature. We will commence the above services as soon as we receive your written authorization. If you have any questions, please call. Thank you.

Sincerely,
HUITT-ZOLLARS, INC.



Gregory R. Wine, P.E., LEED AP
Senior Vice President

Attachments: Hourly Rate Sheet

HUITT-ZOLIARS

HOUSTON WEST

2014

HOURLY RATE SHEET

Professional

Principal-In-Charge.	\$ 225.00
Sr. Project Manager.	\$ 180.00
Project Manager.	\$ 170.00
QA/QC Manager.	\$ 180.00
Sr. Civil Engineer.	\$ 175.00
Sr. Structural Engineer.	\$ 175.00
Sr. Mechanical Engineer.	\$ 175.00
Sr. Electrical Engineer.	\$ 175.00
Civil Engineer.	\$ 170.00
Structural Engineer.	\$ 165.00
Mechanical Engineer.	\$ 165.00
Electrical Engineer.	\$ 165.00
Plumbing Engineer.	\$ 165.00
Engineer Intern.	\$ 115.00
Sr. Architect.	\$ 175.00
Architect.	\$ 145.00
Architect Intern.	\$ 115.00
Sr. Landscape Architect.	\$ 140.00
Landscape Architect.	\$ 90.00
Landscape Architect Intern.	\$ 80.00
Sr. Planner.	\$ 185.00
Planner.	\$ 150.00
Planner Intern.	\$ 110.00
Sr. Interior Designer.	\$ 110.00
Interior Designer.	\$ 95.00
Sr. Designer.	\$ 125.00
Designer.	\$ 115.00
Sr. CADD Technician.	\$ 125.00
CADD Technician.	\$ 90.00

Survey

Survey Manager	\$ 155.00
Sr. Project Surveyor.	\$ 130.00
Project Surveyor.	\$ 120.00
Surveyor Intern.	\$ 115.00
Survey Technician.	\$ 90.00

Survey Crews

1-Person Survey Crew.	\$ 80.00
2-Person Survey Crew.	\$ 135.00
3-Person Survey Crew.	\$ 185.00
1-Person Survey Crew-GPS.	\$ 130.00
2-Person Survey Crew-GPS.	\$ 190.00
3-Person Survey Crew-GPS.	\$ 240.00

Construction

Construction Manager.	\$ 175.00
Resident Engineer.	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

Administrative

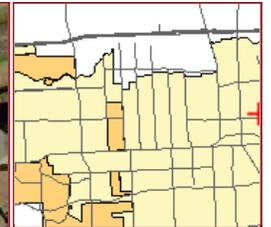
Sr. Project Support.	\$ 85.00
Project Support.	\$ 70.00

Reimbursable Expenses

Outside Services.	Cost + 10%
Consultants.	Cost + 10%
Mileage.	Standard Business Mileage Rate

Rates effective until January 31, 2015.

Public Works Orange Street Service Center



Fleet Maintenance

Building Maintenance and Parks Maintenance

Public Works Administration



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:2,000
1 in = 167 ft
October 03, 2014



Consent Agenda Item E

- E. Consideration and Possible Action - Resolution No. R2014-122– A**
Resolution of the City Council of the City of Pearland, Texas, establishing
the Council Meeting times and dates for 2015.

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

AGENDA OF: 10/13/14	ITEM NO.: Resolution No. R2014-122
DATE SUBMITTED: 9/30/2014	DEPARTMENT OF ORIGIN: City Secretary
PREPARED BY: Young Lorfing	PRESENTOR: Young Lorfing
REVIEWED BY: Jon R. Branson	REVIEW DATE: October 3, 2014
SUBJECT: Resolution No. R2014-122 – A Resolution of the City Council of the City of Pearland, Texas, establishing the Council Meeting times and dates for 2015.	
EXHIBITS: Resolution No. R2014-122, (Exhibit “A” 2015 Calendar) and 9/25/2014 Thursday Packet Draft Calendar.	
EXPENDITURE REQUIRED: N/A AMOUNT AVAILABLE: N/A ACCOUNT NO.: N/A	AMOUNT BUDGETED: N/A PROJECT NO.: N/A
ADDITIONAL APPROPRIATION REQUIRED: N/A ACCOUNT NO.: N/A PROJECT NO.: N/A	
To be completed by Department: <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

In order to clarify and give advance notice of meetings to Council and the public this resolution will establish Council’s Meeting Calendar for 2015 including start times.

There is one slight change since the proposed calendar was placed in the 9/25/2014 Thursday Packet and the change is as follows.

Monday, December 7, 2015, 1st Regular Meeting at 6:30 p.m.

*** Monday, December 14, 2015, 2nd Regular Council Meeting at 5:30 p.m. (prior to Joint Public Hearings)**

Monday, December 14, 2015, Joint Public Hearings at 6:30

Monday, December 21, 2015 no scheduled meeting (Christmas Holiday Week)

Monday, December 28, 2015 no scheduled meeting.

*** We will have the 2nd Regular Council Meeting on December 14, 2015 at 5:30 p.m. to free up the holiday week of December 21, 2015.**

Upcoming Council Meetings for the rest of 2014

Monday, October 13, 2014 at 6:30 p.m. Regular Meeting
Monday, October 20, 2014 at 6:30 p.m. Joint Public Hearings
Monday, October 27, 2014 at 6:30 p.m. Regular Meeting

Monday, November 10, 2014 at 6:30 p.m. Regular Meeting
Monday, November 17, 2014 at 6:30 p.m. Joint Public Hearings
Monday, November 24, 2014 at 6:30 p.m. Regular Meeting

Monday, December 8, 2014 at 6:30 p.m. Regular Meeting
Monday, December 15, 2014 at **5:30 p.m.** Regular Meeting
Monday, December 15, 2014 at 6:30 p.m. Joint Public Hearings
Monday, December 22, 2014 – No scheduled meeting
Monday, December 29, 2014 – No scheduled meeting

RECOMMENDED ACTION

Consider and adopt Resolution No. R2014-122.

RESOLUTION NO. R2014-122

**A resolution of the City Council of the City of Pearland, Texas,
establishing the Council Meeting times and dates for 2015.**

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

**That the Council Meeting times and dates for 2015 shall be in accordance
with the schedule attached hereto as Exhibit "A".**

**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**

City Council Meeting
2015 Calendar

Monday	January 5, 2015	Joint Public Hearings	6:30 p.m.
Monday	January 12, 2015	Regular Meeting	6:30 p.m.
<i>Monday</i>	<i>January 19, 2015</i>	<i>Holiday - MLK Day</i>	
Monday	January 26, 2015	Regular Meeting	6:30 p.m.
Monday	February 9, 2015	Regular Meeting	6:30 p.m.
Monday	February 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	February 23, 2015	Regular Meeting	6:30 p.m.
Monday	March 9, 2015	Regular Meeting	6:30 p.m.
Monday	March 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	March 23, 2015	Regular Meeting	6:30 p.m.
Monday	April 13, 2015	Regular Meeting	6:30 p.m.
Monday	April 20, 2015	Joint Public Hearings	6:30 p.m.
Monday	April 27, 2015	Regular Meeting	6:30 p.m.
Monday	May 11, 2015	Regular Meeting	6:30 p.m.
Monday	May 18, 2015	Special Meeting Canvass	6:00 p.m.
Monday	May 18, 2015	Joint Public Hearings	6:30 p.m.
Monday	May 18, 2015	Regular Meeting	6:30 p.m.
<i>Monday</i>	<i>May 25, 2015</i>	<i>Holiday - Memorial Day</i>	
Monday	June 8, 2015	Regular Meeting	6:30 p.m.
Monday	June 15, 2015	Joint Public Hearings	6:30 p.m.
Monday	June 22, 2015	Special Meeting Runoff Canvass	6:00 p.m.
Monday	June 22, 2015	Regular Meeting	6:30 p.m.
Monday	July 13, 2015	Regular Meeting	6:30 p.m.
Monday	July 20, 2015	Joint Public Hearings	6:30 p.m.
Monday	July 27, 2015	Regular Meeting	6:30 p.m.

Monday	August 3, 2015	Budget Discussion	6:30 p.m.
Monday	August 10, 2015	Regular Meeting/Budget	6:30 p.m.
Monday	August 17, 2015	Joint Public Hearings/Budget	6:30 p.m.
Monday	August 24, 2015	Regular Meeting/Budget	6:30 p.m.
Monday	August 31, 2015	1st Public Hearing Tax & Budget	6:30 p.m.
Monday	August 31, 2015	Budget Discussion	6:30 p.m.
Tuesday	September 8, 2015	2nd Public Hearing Tax	6:30 p.m.
Monday	September 14, 2015	Regular Meeting	6:30 p.m.
Monday	September 21, 2015	Regular Meeting	6:30 p.m.
Monday	September 28, 2015	Joint Public Hearings	6:30 p.m.
Monday	October 12, 2015	Regular Meeting	6:30 p.m.
Monday	October 19, 2015	Joint Public Hearings	6:30 p.m.
Monday	October 26, 2015	Regular Meeting	6:30 p.m.
Monday	November 9, 2015	Regular Meeting	6:30 p.m.
Monday	November 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	November 23, 2015	Regular Meeting	6:30 p.m.
Monday	December 7, 2015	Regular Meeting	6:30 p.m.
<i>Monday</i>	<i>December 14, 2015</i>	<i>Regular Meeting</i>	5:30 p.m.
Monday	December 14, 2015	Joint Public Hearings	6:30 p.m.
City Holidays			
New Years Day (2015)		Thursday, January 1, 2015	
Martin Luther King, Jr. Day		Monday, January 19, 2015	
Good Friday		Friday, April 3, 2015	
Memorial Day		Monday, May 25, 2015	
Independence Day		Friday, July 3, 2015	
Labor Day		Monday, September 7, 2015	
Thanksgiving Holidays		Thursday, November 26, 2015	
Thanksgiving Holidays		Friday, November 27, 2015	
Christmas Eve		Thursday, December 24, 2015	
Christmas Day		Friday, December 25, 2015	



Memo

To: Clay Pearson, City Manager

From: Young Lorfing, City Secretary

Date: September 22, 2014

Re: Council Meeting Schedule for 2015

9/22/2014

To: Mayor and City
Council members

We are looking to lay out the 2015 Calendar and report to the community. We would like to ask you to set City Council meeting dates by resolution at a meeting in October. Setting those dates as best we can project now helps build other board and commission calendars and provides reference to the public. Any questions or suggestions, please let us know.
Clay

In order to clarify and give advance notice of meetings to Council and the public the attached is a draft schedule establishing the meeting days, dates and times for 2015 the calendar year.

Please let me know if any changes need to be made before placing the schedule on the agenda for Council's approval.

City Council Meeting
2015 Calendar

Monday	January 5, 2015	Joint Public Hearings	6:30 p.m.
Monday	January 12, 2015	Regular Meeting	6:30 p.m.
Monday	January 19, 2015	Holiday - MLK Day	
Monday	January 26, 2015	Regular Meeting	6:30 p.m.
Monday	February 9, 2015	Regular Meeting	6:30 p.m.
Monday	February 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	February 23, 2015	Regular Meeting	6:30 p.m.
Monday	March 9, 2015	Regular Meeting	6:30 p.m.
Monday	March 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	March 23, 2015	Regular Meeting	6:30 p.m.
Monday	April 13, 2015	Regular Meeting	6:30 p.m.
Monday	April 20, 2015	Joint Public Hearings	6:30 p.m.
Monday	April 27, 2015	Regular Meeting	6:30 p.m.
Monday	May 11, 2015	Regular Meeting	6:30 p.m.
Monday	May 18, 2015	Special Meeting Canvass	6:00 p.m.
Monday	May 18, 2015	Joint Public Hearings	6:30 p.m.
Monday	May 18, 2015	Regular Meeting	6:30 p.m.
Monday	May 25, 2015	Holiday - Memorial Day	
Monday	June 8, 2015	Regular Meeting	6:30 p.m.
Monday	June 15, 2015	Joint Public Hearings	6:30 p.m.
Monday	June 22, 2015	Special Meeting Runoff Canvass	6:00 p.m.
Monday	June 22, 2015	Regular Meeting	6:30 p.m.
Monday	July 13, 2015	Regular Meeting	6:30 p.m.
Monday	July 20, 2015	Joint Public Hearings	6:30 p.m.
Monday	July 27, 2015	Regular Meeting	6:30 p.m.

Monday	August 3, 2015	Budget Discussion	6:30 p.m.
Monday	August 10, 2015	Regular Meeting/Budget	6:30 p.m.
Monday	August 17, 2015	Joint Public Hearings/Budget	6:30 p.m.
Monday	August 24, 2015	Regular Meeting/Budget	6:30 p.m.
Monday	August 31, 2015	1st Public Hearing Tax & Budget	6:30 p.m.
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Tuesday	September 8, 2015	2nd Public Hearing Tax	6:30 p.m.
Monday	September 14, 2015	Regular Meeting	6:30 p.m.
Monday	September 21, 2015	Regular Meeting	6:30 p.m.
Monday	September 28, 2015	Joint Public Hearings	6:30 p.m.
Monday	October 12, 2015	Regular Meeting	6:30 p.m.
Monday	October 19, 2015	Joint Public Hearings	6:30 p.m.
Monday	October 26, 2015	Regular Meeting	6:30 p.m.
Monday	November 9, 2015	Regular Meeting	6:30 p.m.
Monday	November 16, 2015	Joint Public Hearings	6:30 p.m.
Monday	November 23, 2015	Regular Meeting	6:30 p.m.
Monday	December 7, 2015	Regular Meeting	6:30 p.m.
Monday	December 14, 2015	Joint Public Hearings	6:30 p.m.
Monday	December 21, 2015	Regular Meeting	6:30 p.m.
City Holidays			
New Years Day (2015)		Thursday, January 1, 2015	
Martin Luther King, Jr. Day		Monday, January 19, 2015	
Good Friday		Friday, April 3, 2015	
Memorial Day		Monday, May 25, 2015	
Independence Day		Friday, July 3, 2015	
Labor Day		Monday, September 7, 2015	
Thanksgiving Holidays		Thursday, November 26, 2015	
Thanksgiving Holidays		Friday, November 27, 2015	
Christmas Eve		Thursday, December 24, 2015	
Christmas Day		Friday, December 25, 2015	

Consent Agenda Item F

- F. Consideration and Possible Action – Resolution No. R2014-127 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for HVAC/Refrigerator Systems Preventative Maintenance Services to The Lee Thompson Company in the estimated amount of \$94,000 beginning October 15, 2014 through October 14, 2015.**

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-127
DATE SUBMITTED:	October 3, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Eric Wilson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	October 8, 2014
SUBJECT: RESOLUTION NO. R2014-127 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for HVAC/Refrigerator Systems Preventative Maintenance Services to The Lee Thompson Company in the estimated amount of \$94,000 beginning October 15, 2014 through October 14, 2015.			
EXHIBITS: R2014-127 Bid Tabulation			
EXPENDITURE REQUIRED: \$94,000 (est.)		AMOUNT BUDGETED: \$94,000	
AMOUNT AVAILABLE: \$94,000		PROJECT NO.:	
ACCOUNT NO.: 010-3522-553.05-00			
ADDITIONAL APPROPRIATION REQUIRED:			
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

It is necessary for the City to retain a contracted vendor for preventative maintenance (PM) of City HVAC systems and City ice machines. Proper maintenance of these items is critical for the systems to maintain their operational integrity.

SCOPE OF CONTRACT

Contractor will provide PM inspections of City heating, ventilating, and air conditioning (HVAC) systems for City buildings and facilities to include, chillers, boilers, package units, etc. These inspections will be performed on a quarterly basis and will include inspection of main electrical components and compressor oil levels, checking for proper refrigerant, changing air filters, flushing drain pans, among other routine items. The preventative maintenance on City ice

machines will also be performed on a quarterly basis and will include cleaning the water system, sanitizing the units, cleaning of the condenser coils and testing and calibration of thermostats for proper operation. All parts needed to perform the quarterly maintenance of both the HVAC systems and ice machines are included in the cost of the inspection.

BID AND AWARD

Three (3) sealed bids were received September 2, 2014 for quarterly preventative maintenance of HVAC systems and ice machines in response to City bid number 0814-52. In addition to the required base preventative maintenances services totaling \$79,090, the contractor shall provide necessary repairs of ice machines and replacement parts on a fixed labor rate and a fixed percentage above cost on required parts for an estimated annual total of \$94,000. The apparent low bidder is the Lee Thompson Company and is recommended for award by Public Works and Purchasing staff.

The Lee Thompson Company has been the contracted vendor for HVAC/refrigeration repairs and maintenance for numerous years, and Public Works personnel have reported exemplary service by the Lee Thompson Company during its tenure.

This award will provide for fixed service rates 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 years with the mutual agreement of both parties, and the subsequent approval of City Council. Any price increase request at a renewal period must be substantiated by a commensurate increase during the prior 12 month period in the “All Items” category of the CPI for the Houston-Galveston-Brazoria region.

SCHEDULE

Preventative maintenance of HVAC systems and ice machines to be performed on a quarterly basis. Repair of ice machines will be performed as needed throughout the year.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Fiscal Year	2015	2016	2017
Estimated Expenditure	\$94,000	\$96,444 *	\$98,950 *

* Based upon current 2.6% annual increase in the regional CPI.

RECOMMENDED ACTION

City Council consideration and approval of resolution #R2014-127 awarding a bid for HVAC/Refrigerator Systems Preventative Maintenance Services to The Lee Thompson Company in the estimated amount of \$94,000 beginning October 15, 2014 through October 14, 2015.

RESOLUTION NO. R2014-127

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for HVAC/Refrigerator Systems Preventative Maintenance Services to The Lee Thompson Company in the estimated amount of \$94,000 beginning October 15, 2014 through October 14, 2015.

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

Section 1. That the City Council hereby awards a bid for HVAC/Refrigerator Systems Preventative Maintenance Services with The Lee Thompson Company in the unit amounts reflected in Exhibit "A" attached hereto.

Section 2. The City Manager or his designee is hereby authorized to execute a contract for HVAC/Refrigerator Systems Preventative Maintenance Services.

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

0814-52 Addendum 1 - Quarterly Preventative Maintenance of HVAC Systems and Repair/Maintenance of Ice Machines

Bid Date: Tuesday, September 2, 2014

Line	Description	UOM	QTY	The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
				Unit	Extended	Unit	Extended	Unit	Extended
1	QUARTERLY PREVENTATIVE MAINTENANCE OF HVAC SYSTEMS, PER THE ATTACHED BID SPECIFICATIONS	PKG	1	\$60,512.00	\$60,512.00	\$65,404.00	\$65,404.00	\$146,696.00	\$146,696.00
1.1	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT ANIMAL CONTROL CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$425.00		\$172.00		\$423.75	
1.2	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT CENTENNIAL PARK, AS SHOWN IN ATTACHMENT A	QTRS	4	\$119.00		\$80.00		\$84.75	
1.3	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT CITY HALL, AS SHOWN IN ATTACHMENT A	QTRS	4	\$1,129.00		\$1,865.00		\$3,671.75	
1.4	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT EMERGENCY MEDICAL SERVICE, AS SHOWN IN ATTACHMENT A	QTRS	4	\$423.00		\$80.00		\$399.75	
1.5	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT EMS 3, AS SHOWN IN ATTACHMENT A	QTRS	4	\$119.00		\$398.00		\$84.75	

				The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.6	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT PUBLIC WORKS ADMIN., AS SHOWN IN ATTACHMENT A	QTRS	4	\$149.00		\$166.00		\$254.25	
1.7	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT FIRE STATION #1, AS SHOWN IN ATTACHMENT A	QTRS	4	\$149.00		\$238.00		\$169.50	
1.8	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT FIRE STATION #4, AS SHOWN IN ATTACHMENT A	QTRS	4	\$289.00		\$180.00		\$363.00	
1.9	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT FIRE STATION #5, AS SHOWN IN ATTACHMENT A	QTRS	4	\$582.00		\$544.00		\$605.25	
1.10	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT FLEET DEPT., AS SHOWN IN ATTACHMENT A	QTRS	4	\$119.00		\$80.00		\$84.75	
1.11	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT MELVIN KNAPP SENIOR CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$563.00		\$465.00		\$557.25	
1.12	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT PARKS MAINTENANCE BLDG., AS SHOWN IN ATTACHMENT A	QTRS	4	\$149.00		\$80.00		\$84.75	

				The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.13	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT FIRE/EMS ADMIN., AS SHOWN IN ATTACHMENT A	QTRS	4	\$284.00		\$181.00		\$260.25	
1.14	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT PUBLIC SAFETY BUILDING, AS SHOWN IN ATTACHMENT A	QTRS	4	\$1,988.00		\$2,620.00		\$4,801.50	
1.15	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT RECREATION CENTER AND NATATORIUM, AS SHOWN IN ATTACHMENT A	QTRS	4	\$3,550.00		\$4,186.00		\$12,422.00	
1.16	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT RECYCLING CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$119.00		\$83.00		\$84.75	
1.17	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT WESTSIDE EVENT CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$598.00		\$333.00		\$610.25	
1.18	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT PUBLIC WORKS SERVICE CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$581.00		\$400.00		\$587.25	
1.19	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT COMMUNITY CENTER, AS SHOWN IN ATTACHMENT A	QTRS	4	\$1,060.00		\$1,188.00		\$4,193.50	

				The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.20	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT PUBLIC WORKS - HILLHOUSE, AS SHOWN IN ATTACHMENT A	QTRS	4	\$452.00		\$150.00		\$1,308.00	
1.21	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT LIBRARY, AS SHOWN IN ATTACHMENT A	QTRS	4	\$723.00		\$1,308.00		\$1,486.75	
1.22	MAINTENANCE FOR HVAC EQUIPMENT AT UNIVERSITY OF HOUSTON - CLEAR LAKE (PEARLAND CAMPUS), AS SHOWN IN ATTACHMENT A	QTRS	4	\$1,143.00		\$543.00		\$3,461.25	
1.23	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT EMERGENCY COMMUNICATIONS BLDG., AS SHOWN IN ATTACHMENT A	QTRS	4	\$124.00		\$166.00		\$248.25	
1.24	QUARTERLY PREVENTATIVE MAINTENANCE FOR HVAC EQUIPMENT AT WESTSIDE LIBRARY, AS SHOWN IN ATTACHMENT A	QTRS	4	\$291.00		\$845.00		\$426.75	
2	QUARTERLY PREVENTATIVE MAINTENANCE OF ICE MACHINES, PER THE ATTACHED BID SPECIFICATIONS	PKG	1	\$18,496.00	\$18,496.00	\$25,520.00	\$25,520.00	\$4,992.00	\$4,992.00
2.1	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT CENTENNIAL PARK, AS SHOWN IN ATTACHMENT B	QTRS	4	\$458.00		\$580.00		\$156.00	

				The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
Line	Description	UOMS	QTY	Unit	Extended	Unit	Extended	Unit	Extended
2.2	QUARTERLY PREVENTATIVE MAINTENANCE FOR ICE MACHINE AT COMMUNITY CENTER, AS SHOWN IN ATTACHMENT B	QTRS	4	\$458.00		\$580.00		\$78.00	
2.3	QUARTERLY PREVENTATIVE MAINTENANCE FOR ICE MACHINE AT FIRE STATION #1, AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.4	QUARTERLY PREVENTATIVE MAINTENANCE FOR ICE MACHINE AT FIRE STATION #4, AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.5	QUARTERLY PREVENTATIVE MAINTENANCE FOR ICE MACHINE AT FIRE STATION #5, AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.6	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT KNAPP CENTER, AS SHOWN IN ATTACHMENT B	QTRS	4	\$340.00		\$580.00		\$156.00	
2.7	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT FIRE ADMIN. BLDG., AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.8	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT PUBLIC SAFETY BLDG., AS SHOWN IN ATTACHMENT B	QTRS	4	\$792.00		\$580.00		\$312.00	

				The Lee Thompson Company		American Mechanical Services of Houston, LLC		Clear the Air, LLC	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
2.9	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT RECREATION CENTER AND NATATORIUM, AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.10	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT PARKS MAINTENANCE BLDG., AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
2.11	MAINTENANCE FOR ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT, AT VETERANS SPORTS COMPLEX, AS SHOWN IN ATTACHMENT B	QTRS	4	\$368.00		\$580.00		\$78.00	
3	HOURLY RATE FOR REPAIRS TO ICE MACHINES AND RELATED REFRIGERATION EQUIPMENT	HOUR	1	\$82.00	\$82.00	\$78.00	\$78.00	\$99.00	\$99.00
Total					\$79,090.00		\$91,002.00		\$151,787.00
MATERIALS/SUPPLIES MARK-UP					1.33%		20%		25%

Consent Agenda Item G

- G. Consideration and Possible Action – Resolution No. R2014-124 – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for fire apparatus & preventative maintenance and repairs to Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists in the estimated amount of \$115,000 beginning November 13, 2014 and ending November 12, 2015.**

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-124
DATE SUBMITTED:	October 2, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Vance Riley
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	October 8, 2014
SUBJECT: Resolution No. R2014-124 A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for fire apparatus & preventative maintenance and repairs to Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists in the estimated amount of \$115,000 beginning November 13, 2014 and ending November 12, 2015.			
EXHIBITS: Resolution #R2014-124 Bid Tabulations			
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: \$115,000 (est.) AMOUNT BUDGETED: \$115,000			
AMOUNT AVAILABLE: \$115,000		PROJECT NO.:	
ACCOUNT NO.: 010-2320-554-2002			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

It is necessary for the City to retain an outside contractor for the provision of preventative maintenance (PM) and repair services on City fire apparatus, due to the technical nature of the equipment and the critical safety needs inherent in its proper maintenance. The equipment requiring PM services consist primarily of Pierce and Spartan units in the Pearland Fire

Department fleet. It is imperative to retain an authorized, reliable supplier to provide these services to maximize equipment life and minimize repair downtime of this critical public safety equipment.

Bid No. 0712-50 was issued in August 2012 for the required services, with a bid notice posted on the City e-bid system, direct notice to six (6) vendors, and published in the newspaper of record in accordance with the City's Purchasing policy. Despite these actions, only one response was received, from Siddons-Martin Emergency Group. Siddons-Martin is the authorized Pierce Dealership for Texas, Louisiana and New Mexico, and is the exclusive service dealership in these three states to perform warranty repairs on Pierce manufactured products. However, they are not an authorized dealer for performance of warranty repairs on Spartan Equipment.

In October 2012, staff then issued Bid No. 0912-67 for the City's Spartan equipment in order to procure an authorized vendor to perform the needed services, so as not to jeopardize ongoing warranties on the equipment, and to assure proper maintenance. The second bid elicited a response from Metro Fire Apparatus Specialists. Metro Fire Apparatus Specialists is an approved Spartan-authorized service center and is the only such repair facility in the Houston market (next nearest Spartan-authorized service facility is 127 miles away).

SCOPE OF CONTRACT

Each vendor will be required to provide a complete preventative maintenance service, which includes changing fluids, filters, chassis lubrication, complete inspection and reporting on each apparatus on a staggered rotation. Repairs identified during PM services will be reported to Fire Department personnel in writing. Upon Fire Department determination that the recommended repairs are warranted, repairs will be made while the vendor has possession of the apparatus to ensure the ongoing safety and reliability of each apparatus.

BID AND AWARD

The final term of this contract is for a period of one (1) year, and with no other renewal options available the contract will be rebid in September 2015. Bid specifications allow the contractor the opportunity to request a price increase at the time of any renewal in an amount not to exceed the percentage increase in the "All-Items" category of the Consumer Price Index for the Houston-Galveston-Brazoria region during the previous 12 month period.

The respective PM cost for each vendor is estimated as follows: \$22,150 to Siddons-Martin for Pierce equipment, and \$24,050 to Metro for Spartan Equipment. While neither of these amounts warrant Council action, staff is requesting Council approval as a measure of caution with regard to the repair component of the bid, given that required repairs are generally unforeseen and thus are largely unpredictable. Repairs of significance to these complex apparatus' could readily bring the annual expenditure with either vendor to more than the \$50,000 threshold requiring Council authorization. Neither vendor has requested a price increase to the core preventative maintenance services, however, Metro Fire Apparatus Specialists has requested a price increase to the hourly labor rate for repairs and the travel fee for unscheduled call-outs as shown in the attached bid tabulation.

SCHEDULE

It is anticipated that the preventative maintenance, along with any needed repairs identified during the maintenance, will occur on a rotating basis throughout the fiscal year.

POLICY/GOAL CONSIDERATION

This bid renewal will further the City's goal to provide the Fire Department with apparatus ready to provide for public safety in the event of an emergency.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this purchase is budgeted in the Fire Department's FY2015 General Fund for Public Safety.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016
Est. Expenditures	\$115,000	Re-Bid

RECOMMENDED ACTION

City Council consideration and approval of resolution #R2014-124 renewing a unit supply bid for fire apparatus and preventative maintenance and repairs to Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists in the estimated amount of \$115,000 beginning November 13, 2014 and ending November 12, 2015.

RESOLUTION NO. R2014-124

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for fire apparatus & preventative maintenance and repairs to Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists in the estimated amount of \$115,000 beginning November 13, 2014 and ending November 12, 2015.

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

Section 1. That the City previously awarded supply contract bids for fire apparatus & preventative maintenance and repairs, and such bids were reviewed and tabulated.

Section 2. That the City Council hereby renews the bid with Siddons-Martin Emergency Group and Metro Fire Apparatus Specialists, in the unit price amounts reflected in Exhibit "A" attached hereto.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for fire apparatus & preventative maintenance and repairs.

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

	Siddons-Martin Emergency Group, LLC	Metro Fire Apparatus Specialists	
	No Price Increase	Current Prices	New Labor Prices
PREVENTATIVE MAINTENANCE			
TM 114 (Pierce)	\$2,100.00		
TH 108 (Pierce)	\$2,990.00		
TH 113 (Pierce)	\$2,990.00		
TH 120 (Pierce)	\$5,540.00		
TH 121 (Pierce)	\$5,540.00		
TH 122 (Pierce)	\$2,990.00		
TH 131 (Spartan)		\$4,810.00	\$4,810.00
TH 133 (Spartan)		\$4,810.00	\$4,810.00
TH 137 (Spartan)		\$4,810.00	\$4,810.00
TH 138 (Spartan)		\$4,810.00	\$4,810.00
TH 140 (Spartan)		\$4,810.00	\$4,810.00
Total:	\$22,150.00	\$24,050.00	\$24,050.00
Hourly labor rate for general repairs identified during PM inspection:	\$98.50/Hour	\$90.00/Hour	\$105.00/Hour
Hourly labor rate for unscheduled call out to the City of Pearland:	\$125.00/Hour	\$105.00/Hour + \$75.00 travel fee if called out to the station	\$105.00/Hour + \$125.00 travel fee if called out to the station
Percentage mark-up on any parts needed for repairs that are identified during preventative maintenance. Does not include parts that are included in the preventative maintenance.	67%	22%	22%
Additional charges that may be charged for repairs:	Shop supplies calculated @ 6% parts, 6% labor not to exceed \$250.00	Standard shop fees as stated above	Standard shop fees as stated above
Warranty:	90 days Parts & Labor	30 days on Service Work	30 days on Service Work

Consent Agenda Item H

- H. **Consideration and Possible Action – Resolution No. R2014-125 –**
A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for purchase of tires from Pearland Tire and Auto in the estimated amount of \$50,000 for the period ending January 31, 2015.

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-125
DATE SUBMITTED:	October 3, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Eric Wilson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	October 8, 2014
SUBJECT: RESOLUTION NO. 2014-125 - A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for purchase of tires from Pearland Tire and Auto in the estimated amount of \$50,000 for the period ending January 31, 2015.			
EXHIBITS: Resolution #R2014 -125 TCPN Contract			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold		<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other
<input type="checkbox"/> Bonds- Sold		<input type="checkbox"/> L/P – Sold	<input checked="" type="checkbox"/> Cash
			<input type="checkbox"/> L/P – To Be Sold
EXPENDITURE REQUIRED: \$50,000 (est. through January, 2015 contract expiration)			
AMOUNT BUDGETED: \$125,000			
AMOUNT AVAILABLE: \$125,000		PROJECT NO.:	
ACCOUNT NO.: Various departmental operating budgets.			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	x Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

In October 2012, City Council approved a resolution authorizing the City to enter into an Interlocal Agreement with Region 4 Education Service Center, which authorizes the City to purchase automotive tires through The Cooperative Purchasing Network (TCPN) contract. The terms of this contract allow orders to be placed directly with the local authorized Goodyear

dealer, with Pearland Tire and Auto being the authorized dealer for Pearland. The City has utilized Pearland Tire and Auto for the purchase of automotive tires for several years and is very pleased with the Goodyear product and Pearland Tire's service.

SCOPE OF CONTRACT

The contractor will provide automotive tires as required by the specifications of TCPN Contract #R4937, for the term described in the following section.

BID AND AWARD

The Cooperative Purchasing Network solicited bids for Automotive Tires in December, 2009. In February, 2010, The Goodyear Tire and Rubber Company was awarded a contract as the highest-rated respondent to the TCPN bid. The current term of the contract expires on January 31, 2015 with no further renewals available. The contract meets all requirements of Local Government Code, Chapter 252 with respect to competitive bidding by Texas municipalities.

SCHEDULE

The awarded bidder will provide automotive tires as needed through the contract expiration under the pricing set forth by the TCPN contract. Purchasing staff will review the pricing and terms of the next TCPN award to determine its suitability for continued use by the City. If determined to be in the City's best interest, staff will submit a request for utilization of the TCPN contract to City Council for approval.

POLICY/GOAL CONSIDERATION

This bid award will allow City departmental and Fleet personnel to facilitate required tire services for City vehicles without taking the employee or the vehicle out of service for extended periods.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for these services will come from various departmental operating budgets.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016
	\$ 50,000 (est. for 3 months of remaining contract which expires 1/31/15)	TBD

RECOMMENDED ACTION

City Council consideration and approval of resolution #R2014-125 renewing a unit supply bid for purchase of tires from Pearland Tire and Auto in the estimated amount of \$50,000 for the period ending January 31, 2015.

RESOLUTION NO. R2014-125

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for purchase of tires from Pearland Tire and Auto in the estimated amount of \$50,000 for the period ending January 31, 2015.

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

Section 1. That contract pricing for the purchase of tires was previously obtained through the Region 4 Education Service Center.

Section 2. That the City Council hereby renews a bid with Pearland Tire and Auto, in the unit price reflected in Exhibit "A" attached hereto.

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

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

NGHIEM V. DOAN
DEPUTY CITY ATTORNEY



The Cooperative Purchasing Network
7145 West Tidwell ~ Houston, Texas 77092
(888) 884-7695
www.tcpn.org

Publication Date: December 10, 2009

NOTICE TO RESPONDENT

SUBMITTAL DEADLINE: Wednesday, January 20, 2010, 10:00 AM CST

Questions regarding this solicitation must be submitted in writing no later than January 14, 2010. All questions and answers will be posted to http://www.tcpn.org/default.aspx?name=QA_09-21.

Request for Proposal (RFP) for Automotive Tires

Solicitation Number 09-21

It is the intention of TCPN to establish a national contract that satisfies the needs of participating governmental entities in the purchase of **automotive tires**. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services.

While this solicitation specifically covers automotive tires, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Responses shall be received no later than the deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

**Jason Wickel
Director TCPN**

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

TCPN is a governmental entity, established in 1997, tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN is a national purchasing cooperative, leveraging one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Food Service, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

Purpose of TCPN

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

Purchasing Procedures

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract"
 - Awarded vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales monthly/quarterly to TCPN.
-

SCOPE

It is the intention of TCPN to establish a contract with vendor(s) for Automotive Tires. Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list. Catalog and/or price lists must accompany the proposal. Catalog must be the regular, common available catalog distributed to schools and/or government entities. Include a copy of the catalog from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of automotive tires. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject or accept any response.
- Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Two (2) bound and signed copies of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

Proposal Format

- Required: Responses shall be provide in a three-ring binder or report cover using 8.5 x 11 size paper clearly identified with the name of the respondents company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Miscellaneous

Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the TCPN office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____
Due Date and Time _____

PROCESS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to TCPN and its participating agencies. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Competitive Range

It may be necessary for TCPN to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of TCPN to award a manufacturer's complete line of products, when possible.

Estimated Quantities

TCPN estimates considerable activity resulting from this solicitation. TCPN makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. TCPN makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. The volume for this contract estimates from \$5 million a year to \$10 million a year.

Evaluation

A committee will review and evaluate all responses and make a recommendation for award of contract(s). TCPN will base a recommendation for contract awards on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

Multiple Awards

TCPN has a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow TCPN to fulfill current and future needs, TCPN reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Open Records Policy

Because TCPN is a governmental entity responses submitted to TCPN are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. TCPN must comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Specifications

TCPN specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the respondent information as to the type and kind requested. Responses of reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

EVALUATION CRITERIA

Pricing factors as determined by TCPN (35 points)

Paper and/or Electronic Price Lists

- Products, services, warranties, etc. price list.
- Prices listed will be used to establish both the extent of a manufacturer's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to provide and perform the required services for the contract (25 points)

- Product delivery within participating entities specified parameters.
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Products ability to perform towards above requirements and desired specifications.
- Quantity of line items available that are commonly purchased by the entity.
- Quality of items available compared to normal participating entity standards.
- Quality of catalogs for use by entities that do not have electronic access.

Value Added Services Description, Product and/or Services (15 points)

- Marketing and Training
- Customer Service

References (15 points)

Minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years.

Technology for supporting the program (10 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for TCPN members.
 - Specifications and features offered by respondent's products and/or services.
-

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between The Goodyear Tire & Rubber Company and
THE COOPERATIVE PURCHASING NETWORK (TCPN)
For
Automotive Tires

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 7145 West Tidwell, Houston, TX 77092. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

1. Customer Support

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. Assignment of Contract

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

3. Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

4. Renewal of Contract

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the vendor. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not.

5. Funding Out Clause.

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

6. Ordering Procedures

Purchase orders are issued by participating entities to the awarded vendor stating "*Per TCPN Contract*".

7. Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

8. Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.

9. Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

10. Reporting

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report.

Dealer report will provide at least entity name, zip code, state, PO#, product code, description, units ordered, and prices. The administrative fee due to TCPN will be made with this report.

TCPN reserves the right to request quarterly sales reports from contracted vendors for audit purposes. Reports may be requested to verify information such as purchasing entity, purchase order number, order date, project description, and purchase order total.

If the contract is not set up as reporting, all purchase orders are to be sent to TCPN via fax, mail, or email.

11. Payments

The entity using the contract will make payments directly to the awarded vendor.

12. Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested.

All pricing submitted to TCPN shall include the one percent (1%) administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

13. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

14. Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

15. Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

16. Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo by awarded vendor must be approved.

17. Supplemental Agreements

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

18. Certificates of Insurance

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

19. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below.

Prices are guaranteed: 120 days

Company name The Goodyear Tire & Rubber Company
Address 1144 East Market St D/709
City/State/Zip Akron, OH 44316
Telephone No. 330-796-4352
Fax No. 330-796-3404
Email address jeanne.oberdier@goodyear.com
Printed name Jeanne Oberdier
Position with company Contract Manager Government Sales
Authorized signature *Jeanne Oberdier*

Accepted by The Cooperative Purchasing Network:

Term of contract 2.12.10 to 1.31.11

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

Jason Stubb
Director of TCPN

2/12/10
Date

JASON WICKER
Print Name

Robert A. Pecunacek
Authorized Signature

2/12/10
Date

ROBERT A. PECUNACEK
Print Name

TCPN Contract Number B4937

TAB 2 – QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered. **Please indicate the price co-efficient for each state if it varies.**

All States (Selecting this box is equal to checking all boxes below)

- | | |
|----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Florida | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Missouri | <input type="checkbox"/> Wyoming |

2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an MWBE or HUB certified.

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an MWBE

Yes No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

Yes No

3. Residency

Responding company's principal place of business is in the city of Akron State of OH.

4. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Billing

EACH INDIVIDUAL DEALERSHIP WILL GENERATE THEIR OWN INVOICE
VISIT THE FOLLOWING WEBSITE FOR AUTHORIZED DEALERS:

Contact Person: _____
 Title: WWW.GOODYEARDEALERS.COM _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

Purchase Orders

PURCHASE ORDERS SHOULD BE ISSUED TO THE INDIVIDUAL DEALERSHIPS

Contact Person: _____
 Title: VISIT WWW.GOODYEARDEALERS.COM _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

TAB 3 – COMPANY PROFILE

Information About Your Company

SEE ENCLOSED ANNUAL REPORT

Please provide the following:

1. Company's official registered name.
 2. Brief history of your company, including the year it was established.
 3. Company's Dun & Bradstreet (D&B) number.
 4. Company's organizational chart of those individuals that would be involved in the contract.
 5. Corporate office location.
 - a. List the number of sales and service offices for states being bid in solicitation.
 - b. List the names of key contacts at each with title, address, phone and e-mail address.
 6. Define your standard terms of payment.
 7. Who is your competition in the marketplace?
 8. What is your market share?
 9. Are you gaining market share, losing market share, or maintaining market share?
 10. What is your strategy to increase market share?
 11. What differentiates your company from competitors?
 12. Describe how your company will market this contract if awarded.
 13. Describe how you intend on introducing TCPN to your company.
 14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
 15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
-

Green Initiatives

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.
-

TAB 4 – PRODUCT / SERVICES
RESPONSE FOR SPECIFIC TIRE SIZES

Item	Est. Quantity	Price Each Inc. Delivery
1 10-R-20 Tube Brand and Model <u>Goodyear G149 RSA LR G</u> 138-376-187	2000	\$ <u>308.26</u>
2 10-R-20 Tube Type Brand and Model Drive: <u>Goodyear G164 RSD LR G</u> 138-376-454	400	\$ <u>312.52</u>
Highway _____		\$ _____
3 10-R-22.5 F Brand and Model Drive: <u>Goodyear G622 RSD</u> 138-947-265	600	\$ <u>287.06</u>
Highway: <u>Goodyear G661 HSA</u> 138-947-337		\$ <u>353.69</u>
4 10-R-22.5 G Brand and Model Drive: <u>Goodyear G622 RSD</u> 138-948-265	700	\$ <u>297.11</u>
Highway: <u>Goodyear G661 HSA</u> 138-948-337		\$ <u>360.99</u>
5 11-R-22.5 G Brand and Model Drive: <u>Goodyear G622 RSD</u> 138-953-265	16,000	\$ <u>346.46</u>
Highway: <u>Goodyear G661 HSA</u> 138-953-337		\$ <u>352.22</u>
6 11-R-22.5 H Brand and Model Drive: <u>Goodyear G622 RSD</u> 138-307-265	160	\$ <u>360.31</u>
Highway: <u>Goodyear G661 HSA</u> 138-179-337		\$ <u>370.18</u>
7 215/70 R 14 Brand and Model		

Drive: _____ 130 \$ _____

Highway: Goodyear Regatta 2 \$ 54.44
187-359-026

8 225/70 R 19.5
Brand and Model

Drive: Goodyear G622 RSD LR F 250 \$ 273.07
139-418-205

Highway: Goodyear G647 RSS LR F \$ 247.36
139-418-053

9 245/70 R 19.5 F
Brand and Model

Drive: Goodyear G622 RSD 400 \$ 282.76
139-415-205

Highway: Goodyear G647 RSS \$ 283.97
139-178-080

1 245/70 R 19.5 G
0 Brand and Model

Drive: Goodyear G622 RSD 600 \$ 306.11
139-913-205

Highway: Goodyear G647 RSS \$ 288.03
139-177-080

1 245/75 R 22.5 LR G
1 Brand and Model

Drive: Goodyear G622 RSD 230 \$ 230.76
756-319-265

Highway: Goodyear G149 RSA \$ 240.41
756-306-184

12 255/70 R 22.5 LR H
Brand and Model

Drive: Goodyear G622 RSD 2,700 \$ 287.92
756-203-265

Highway: Goodyear G169 RSA \$ 279.03
756-780-519

14 295/75 R 22.5 G
Brand and Model

Drive: Goodyear G164 RTD
756-817-453

6000 \$ 322.84

Highway: Goodyear G169 RSA
756-817-519

\$ 309.53

15 4.10 4 MHS
Brand and Model

Drive: _____

50 \$ No Bid

Highway: _____

\$ No Bid

16 7.50 R16 D8
Brand and Model

Drive: _____

2700 \$ No Bid

Highway: _____

\$ No Bid

17 8.00 R 16.5 D8
Brand and Model

360 \$ No Bid

18 8.75 R 16.5 E
Brand and Model

Goodyear G159
139-357-359

60 \$ 194.36

19 8 R 19.5 F
Brand and Model

Drive: Goodyear G633 RSD
139-065-028

200 \$ 207.23

Highway: Goodyear G647 RSS
139-699-080

\$ 223.18

20 8 R 19.5 F
Brand and Model

Drive: Goodyear G633 RSD
139-065-028

600 \$ 207.23

	Highway: <u>Goodyear G647 RSS</u>	\$ <u>223.18</u>
	139-699-080	
21	9 R 22.5 F	
	Brand and Model	
	Highway: <u>Goodyear G149 RSA</u>	800 \$ <u>232.71</u>
	138-311-186	
22	9.50 R 16	
	Brand and Model	
	Highway: _____	40 \$ <u>No Bid</u>
23	LT 185/75 R 14 D	
	Brand and Model	
	Highway: _____	80 \$ <u>No Bid</u>
24	LT 215/85 R 16 E	
	Brand and Model	
	Goodyear Wrangler SR-A	400 \$ <u>107.80</u>
	179-751-217	
25	LT 225/70 R 19.5 G	
	Brand and Model	
	Highway: <u>Goodyear G647 RSS</u>	60 \$ <u>250.00</u>
	139-172-053	
26	LT 225/75 R 16 LR E	
	Brand and Model	
	Highway: <u>Goodyear Wrangler HT</u>	800 \$ <u>119.37</u>
	744-830-900	
27	LT 225/75 R 16 D E	
	Brand and Model	
	Drive: <u>Goodyear Duratrac</u>	260 \$ <u>110.50</u>
	312-009-142	
	Highway: <u>Goodyear Wrangler HT</u>	\$ <u>119.37</u>
	744-830-900	
28	LT 225/75 R 16 E	
	Brand and Model	
	Drive: <u>Goodyear Duratrac</u>	1000 \$ <u>110.50</u>
	312-009-142	
	Highway: <u>Goodyear Wrangler HT</u>	\$ <u>119.37</u>
	744-830-900	

29 LT 235/75 R 15 C
Brand and Model

Drive: Goodyear Duratrac 2000 \$ 89.70
312-008-027

Highway: Goodyear Wrangler HT \$ 94.38
744-826-802

30 LT 235/75 R 16 C
Brand and Model

Drive: _____ 200 \$ No Bid

Highway: _____ \$ No Bid

31 LT 235/85 R 16 D E
Brand and Model

Drive: ^{Gdyr}Wrangler Duratrac 860 \$ 111.15
312-021-142

Highway: Goodyear Wrangler HT \$ 115.41
744-725-502

32 LT 245/75 R 16 E
Brand and Model

Drive: Goodyear Duratrac 1800 \$ 120.25
312-249-027

Highway: Goodyear Wrangler HT \$ 126.04
744-395-900

33 LT 245/85 R 16 E
Brand and Model

_____ 200 \$ No Bid

34 LT 245/75 R 16 LR 'E'
Brand and Model

Highway: Goodyear Wrangler HT 640 \$ 126.04
744-395-900

35	X 225/75 R 15 P-Metric Brand and Model <u>Goodyear Wrangler SRA</u> 183-064-418	540	\$	<u>81.41</u>
36	LT 265/75 R 16 Brand and Model <u>Goodyear Wrangler SRA</u> 183-857-418	200	\$	<u>100.33</u>
37	P 155/80 R 13 Brand and Model _____	50	\$	<u>No Bid</u>
38	P 205/75 R 15 Brand and Model _____	500	\$	<u>No Bid</u>
39	P 215/70 R 14 Brand and Model _____	140	\$	<u>No Bid</u>
40	P 215/75 R 15 C Brand and Model _____	60	\$	<u>No Bid</u>
41	P 225/60 V 16 Police Radial Brand and Model <u>Goodyear Eagle RSA</u> 732-354-500	2600	\$	<u>77.48</u>
42	P 225/70 HR 15 Brand and Model <u>Goodyear Eagle RSA</u> 732-478-500	350	\$	<u>76.96</u>
43	P 225/75 R 15 Black Wall Brand and Model <u>Goodyear Wrangler SRA</u> 183-064-418	1000	\$	<u>81.41</u>
44	P 235/75 R 15 Brand and Model <u>Goodyear Wrangler SRA</u> 183-406-418	400	\$	<u>71.21</u>
45	P 235/70 R 16 Brand and Model <u>Goodyear Wrangler SRA</u> 183-407-418	80	\$	<u>98.15</u>

46	P 235/75 R 16 Brand and Model <u>Goodyear Wrangler ST</u> 773-430-430	160	\$ <u>94.48</u>
47	P 245/70 R 17 Brand and Model <u>Goodyear Wrangler SRA</u> 183-114-470	160	\$ <u>114.89</u>
48	18 x 8.50 8 NHS Golf Cart Brand and Model _____	100	\$ <u>No Bid</u>
49	700-15 Workhorse Load C D Brand and Model <u>Goodyear Workhorse</u> 312-049-090	20	\$ <u>101.30</u>
50	750 R 16 Trailer Brand and Model _____	100	\$ <u>No Bid</u>

TAB 7 – MISCELLANEOUS

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.



TAB 6 – PRICING

Paper and/or Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Paper and electronic price lists must contain the following format
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).

Not to Exceed Pricing – REMOVE ENTIRE SECTION

- ~~TCPN requests pricing be submitted as not to exceed for any participating entity.~~
 - ~~Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.~~
 - ~~Vendor must allow for lower pricing to be available for similar product and service purchases.~~
-

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

THE GOODYEAR TIRE & RUBBER COMPANY HOLDS AND MAINTAINS CONTRACTS IN ALL 50 STATES

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

TCPN (THE COOPERATIVE PURCHASING NETWORK)
RFP FOR AUTOMOTIVE TIRES
SOLICITATION NUMBER 09-21

Please note the following exceptions taken by The Goodyear Tire & Rubber Company:

Tab 1 – Vendor Contract and Signature Form:

- 1) Item # 2 Assignment of Contract – Provided that our independent dealers may perform the services hereunder.
- 2) Item # 6 Ordering Instructions: All Purchase Orders should be sent to the servicing dealership.
- 3) Item # 10 Reporting: Revise date to the 30th day after the close of the previous quarter.
- 4) Item # 11 Payments: Should be made directly to the servicing dealership.
- 5) Item # 12: Pricing: Revise and add the following in the first sentence: *“The awarded vendor agrees to provide favorable pricing to TCPN and its participating entities which shall remain so throughout the duration of the contract.”*
- 6) Item # 14: Indemnity: Remove the reference “vendor subcontractors”. Add the following “negligent” actions or “willful misconduct” of the vendor.
- 7) Item # 18: Certificates of Insurance: Dealer will provide upon request.

Tab 6 – Pricing:

Remove the entire section titled: **Not to Exceed Pricing**

Consent Agenda Item I

- I. **Consideration and Possible Action – Resolution No. R2014-126 –**
A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for liquid waste and bio-solid waste disposal services with Magna Flow Environmental and Republic Services in the estimated amount of \$500,000 beginning October 15, 2014 through October 14, 2015.

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-126
DATE SUBMITTED:	October 2, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Eric Wilson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	October 8, 2014
SUBJECT: RESOLUTION NO. R2014-126 - A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for liquid waste and bio-solid waste disposal services with Magna Flow Environmental and Republic Services in the estimated amount of \$500,000 beginning October 15, 2014 through October 14, 2015.			
EXHIBITS: R2014-126 Exhibit A – Bid Tabulation for Bid #0813-81			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$500,000 (est.)		AMOUNT BUDGETED: \$500,000	
AMOUNT AVAILABLE: \$500,000		PROJECT NO.:	
ACCOUNT NO.: 030-4042-555-11-00		ACCOUNT NO.:	
ADDITIONAL APPROPRIATION REQUIRED:		ACCOUNT NO.:	
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

EXECUTIVE SUMMARY

BACKGROUND

The Southdown WWTP generates liquid sludge on an ongoing basis, however the contract for the disposal of dewatered bio-solid waste did not include this service, as the City's liquid sludge requirements have historically been comparatively nominal. The cleanout of two (2) large City water facilities in FY2013 necessitated the disposal of a significant amount of liquid sludge. While this level of sludge will not be routinely generated, it was recognized to be in the City's best interest to expand the existing waste disposal contract to include both dewatered and liquid waste, which was accomplished via Bid No. 813-81.

SCOPE OF CONTRACT

One (1) year agreement for sludge removal, transportation and disposal services as required by the City’s Public Works Department.

BID AND AWARD

The City received five (5) responses in 2013 to Bid #0813-81, for which specifications reserved the City’s right to award to a single, or multiple, contractor(s), as deemed to be most advantageous to the City. As such, with Magna Flow Environmental being the low bidder for liquid sludge disposal and Republic Services as the low bidder for dewatered bio-solid disposal, it was recommended by Purchasing and Public Works staff that those companies be awarded the respective portions of the contract. Both companies are TCEQ-certified sludge haulers and will utilize only disposal sites as approved by TCEQ.

Bid specifications called for fixed unit costs for a period of one (1) year, with two (2) additional one (1) year renewals 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.

Magna Flow has agreed to renew this bid with no price increase requested, therefore pricing for this first renewal period will be at the amounts originally bid and awarded by Council in October 2013, as reflected by the unit costs in the attached tabulation. Republic Services has agreed to renew their bid and has requested a price increase commensurate with the current allowable CPI increase of 2.6% above the prior unit costs awarded by Council, as reflected in the attached bid tabulation.

SCHEDULE

Sludge transportation and disposal services will occur as needed throughout the term of the agreement.

POLICY/GOAL CONSIDERATION

This bid award will positively impact the City’s goal of providing and maintaining a safe and reliable water supply for residents throughout the City.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these items come from Public Works’ operating budget.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016	2017
Estimated expenditure	\$500,000	\$513,000*	N/A

*Based on Current CPI of 2.6%

RECOMMENDED ACTION

City Council consideration and approval of resolution #R2014-126 renewing a unit supply bid for liquid waste and bio-solid waste disposal services with Magna Flow Environmental and Republic Services in the estimated amount of \$500,000 beginning October 15, 2014 through October 14, 2015.

RESOLUTION NO. R2014-126

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for liquid waste and bio-solid waste disposal services with Magna Flow Environmental and Republic Services in the estimated amount of \$500,000 beginning October 15, 2014 through October 14, 2015.

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

Section 1. That the City previously awarded bids for liquid waste and bio-solid waste disposal services, and such bids have been reviewed and tabulated.

Section 2. That the City Council hereby renews the bid for liquid waste disposal with Magna Flow Environmental, and the bid for bio-solid waste with Allied Wastes in the unit price amounts reflected in Exhibit "A" attached hereto.

Section 3. The City Manager or his designee is hereby authorized to execute a supply contract for liquid waste and bio-solid waste disposal services.

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

LIQUID SLUDGE DISPOSAL

Magna Flow Environmental				2014 Contract		2015 Contract	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended
1	COST PER HOUR TO TRANSFER LIQUID SLUDGE FROM THE SOUTHDOWN WASTEWATER PLANT (OR APPLICABLE CITY FACILITY) TO THE SOUTHWEST ENVIRONMENTAL CENTER (SWEC) OR APPLICABLE CITY FACILITY.	HRS	623	\$125.00	\$77,875.00	\$125.00	\$77,875.00
2	COST PER GALLON TO HAUL LIQUID SLUDGE FROM THE SOUTHDOWN WASTEWATER PLANT (OR APPLICABLE CITY FACILITY) TO SLUDGE DISPOSAL SITE.	GALS	351000	\$0.055	\$19,305.00	\$0.055	\$19,305.00
Total Bid for Liquid Sludge Disposal					\$97,180.00		\$97,180.00
						No price increase	

BIO-SOLID SLUDGE DISPOSAL

Republic Services				2014 Contract		2015 New Price	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended
1	COST PER CUBIC YARD TO TRANSFER BIO-SOLID SLUDGE FROM BARRY ROSE WASTEWATER PLANT TO TCEQ PERMITTED FACILITY.	CY	2665	\$15.58	\$41,520.70	\$15.99	\$42,613.35
2	COST PER CUBIC YARD TO TRANSFER BIO-SOLID SLUDGE FROM LONGWOOD WASTEWATER PLANT TO TCEQ PERMITTED FACILITY.	CY	3088	\$16.16	\$49,902.08	\$16.58	\$51,199.04
3	COST PER CUBIC YARD TO TRANSFER BIO-SOLID SLUDGE FROM SOUTHWEST ENVIRONMENTAL CENTER (SWEC) TO TCEQ PERMITTED FACILITY.	CY	4802	\$15.28	\$73,374.56	\$15.68	\$75,295.36
4	COST PER CUBIC YARD TO TRANSFER BIO-SOLID SLUDGE FROM FAR NORTHWEST ENVIRONMENTAL CENTER TO TCEQ PERMITTED FACILITY.	CY	2678	\$13.46	\$36,045.88	\$13.81	\$36,983.18
Total Bid for Bio-Solid Disposal					\$200,843.22		\$206,090.93
						2.6% CPI Increase	

Consent Agenda Item J

- J. Consideration and Possible Action – Resolution No. R2014-128 –**
A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services, associated with the internal lining rehabilitation of 3 ground storage water tanks, to NG Painting, in the amount of \$238,001.

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

AGENDA OF: September 22, 2014	ITEM NO.: Resolution No. R128
DATE SUBMITTED: September 5, 2014	DEPT. OF ORIGIN: Public Works
PREPARED BY: Tracy A Sambrano	PRESENTOR: Eric Wilson
REVIEWED BY: Trent Epperson	REVIEW DATE: September 8, 2014
SUBJECT: Resolution of the City Council of the City of Pearland, Texas, awarding a contract to NG Painting of Kerrville, Texas in the amount of in the amount of \$238,001.00 to resurface the interiors of three ground storage tanks.	
EXHIBITS: A- Engineers Recommendation Letter and Bid Tabulation, Maps of three locations, and Internal pictures of GST's	
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: \$238,001.00 AMOUNT BUDGETED: \$300,000 AMOUNT AVAILABLE: \$ PROJECT NO.: SYKREH ACCOUNT NO.: 030- 4043-565. 73-00 ADDITIONAL APPROPRIATION REQUIRED:	
To be completed by Department: <div style="display: flex; justify-content: space-around;"> Finance Legal Ordinance Resolution </div>	

RECOMMENDED ACTION

Staff recommends that council approve the bid results and award a contract for the internal lining rehabilitation of three Ground Storage Tanks (518, McLean, & Cullen) in the amount of \$238,001.00 to NG Painting and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

BACKGROUND

This project includes the rehabilitation of the interior lining and possibly unforeseen infrastructure damage to three Potable Water Ground Storage Tanks. The Ground Storage Tanks have been damaged due to gases in the water causing blistering in the internal lining. This type of damage causes the Ground Storage Tanks' internal linings to strip away exposing the infrastructure metal. As you have exposed infrastructure metals, this allows corrosion to start and decrease in the infrastructure life expectancies. This also increases water quality issues, and an increase in operational cost. The Ground Storage Tanks need to be structurally rehabilitated and coated with an approved coating system that will provide a 10 to 13 year corrosion resistant interior lining that will prevent infrastructure damage, water quality issues, and lower operating cost. This project will

rehabilitate three potable ground storage tanks throughout the city limits. Cullen water facility, McLean water facility, and 518 water facility. Provided below is an aerial map of each location.



**CULLEN, MCLEAN & 518
WATER STATIONS**



1 inch =N/A
SEPTEMBER 8, 2014
PUBLIC WORKS

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

SCOPE OF CONTRACT/AGREEMENT

The scope of work is to rehabilitate and recoat the interior lining in three potable ground storage tanks. The contractor will remove existing protective coating by sand blasting to a near white finish. All infrastructure welding repairs must be completed before any paint is applied to the structure. The recommended application will entail a primer coat, base coat of TNE MEC, and a top coat giving the final product a 10 to 12 millimeter thickness. After applications are applied and proper set time has occurred, a holiday test inspection will be performed. Each facility is scheduled to take 30 days each with final completion of project being 120 days. Provided below are internal pictures of Cullen, McLean, and 518.

BID AND AWARD

The project was advertised on July 31, 2014 and August 7, 2014 and the bids were received on August 19, 2014. Four contract firms submitted bids for the project ranging from \$238,001.00 to \$298,000.00. The low bid of \$238,001.00 was submitted by NG Painting, The amount is approximately \$62,000.00 below budgeted amount. This will be the first time NG Painting has constructed a project for City of Pearland. The references were checked out by City Staff and the responses were positive.

SCHEDULE

A Pre-Construction meeting will be held within ten days of the contract execution. The Notice to Proceed letter will be issued soon after. The project is scheduled to take 30 calendar days per facility. The overall completion of the projected is 120 days.

POLICY/GOAL CONSIDERATION

The rehabilitation completion of the interior lining on three potable ground storage tanks will ensure the life of the infrastructure, water quality improvements, and will lower operational cost. This work saves the city revenue due to properly maintaining water facilities.



DUNHAM ENGINEERING, INC.

www.DunhamEngineering.com

Texas Registration Number: F-2253

13141 Hill Rd., College Station, TX 77845

Phone: (979) 690-6555 Fax: (979) 690-7034

August 21, 2014

Mr. Eric Wilson, Director of Public Works
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Re: Recommendation of Contractor for Bid Number 0614-46 - Ground Storage Tank
Rehabilitation at Various Locations

The purpose of this letter is to recommend a contractor for the above referenced project. A complete bid tabulation from the August 19th public bid opening is attached. This project involves the abrasive blast cleaning, painting, and repair of three (3) of the City's water storage tanks located at Cullen Blvd., McLean Rd., and Broadway St. The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Six (6) contractors participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a Base Bid, four (4) Extra Work additive bid items for possible extra work, and one (1) Alternate Bid item for an alternate coating system. Copy of Bid Tabulation attached.
2. The additive bid items for possible extra work are to complete repairs of hidden corrosion damage, and remove soluble salts from the interior of tanks should these conditions be discovered during the course of the project. It is recommended that all four (4) Extra Work items be awarded on an as-needed basis per the Project Specifications.
3. The one (1) Alternate Bid item was to provide pricing for alternate coating systems at the Contractor's discretion, to provide for price competition among coating manufacturers. The low bidder did not offer alternate pricing advantageous to the City, and will use the TNEMEC coating system specified in the Base Bid. It is recommended that the Alternate Bid item NOT be awarded.
4. A copy of the Bid Tabulation is attached to this letter. As discussed with the City of Pearland, the Base Bid and all of the Extra Work items were utilized as a basis for award of the contract. The total bids for the project (Base Bid + Extra Work items) are as follows:

a. N.G. Painting	\$238,000.00
b. A&M Construction and Utilities, Inc.	\$277,000.00
c. E.J. Chris Contracting, Inc.	\$282,700.00

Bid Number 0614-46 Addendum 1 - Ground Storage Tank Rehabilitation at Various Locations
Close Date August 19, 2014 @ 2:00 p.m.

				N.G. Painting		A&M CONSTRUCTION AND UTILITIES, INC.		E.J. Chris Contracting, Inc.		TarTob Commercial Services LLC		Blastco Texas, Inc.		MC SANDBLASTING & PAINTING, INC.	
Description		UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1		PKG	1	\$216,000.00	\$216,000.00	\$256,000.00	\$256,000.00	\$263,200.00	\$263,200.00	\$268,000.00	\$268,000.00	\$273,000.00	\$273,000.00	\$244,420.00	\$244,420.00
1.1	MOBILIZATION @ 3% (SPEC. 1505)	LS	1	\$1,000.00		\$7,500.00		\$7,896.00		\$15,000.00		\$7,500.00		\$7,320.00	
1.2	FURNISH MATERIAL AND LABOR TO REPLACE THE COATING SYSTEMS PER THE TECHNICAL SPECIFICATIONS - CULLEN GST	LS	1	\$70,000.00		\$90,000.00		\$94,700.00		\$90,000.00		\$80,000.00		\$69,000.00	
1.3	FURNISH MATERIAL AND LABOR TO PERFORM THE REPAIR ITEMS PER THE TECHNICAL SPECIFICATIONS - CULLEN GST	LS	1	\$10,000.00		\$6,000.00		\$6,000.00		\$6,000.00		\$10,000.00		\$5,500.00	
1.4	FURNISH MATERIAL AND LABOR TO REPLACE THE COATING SYSTEMS PER THE TECHNICAL SPECIFICATIONS - MCLEAN GST	LS	1	\$50,000.00		\$52,500.00		\$50,004.00		\$75,000.00		\$65,000.00		\$59,200.00	
1.5	FURNISH MATERIAL AND LABOR TO PERFORM THE REPAIR ITEMS PER THE TECHNICAL SPECIFICATIONS - MCLEAN GST	LS	1	\$5,000.00		\$8,500.00		\$4,900.00		\$5,000.00		\$9,000.00		\$3,800.00	
1.6	FURNISH MATERIAL AND LABOR TO REPLACE THE COATING SYSTEMS PER THE TECHNICAL SPECIFICATIONS - FM 518 GST	LS	1	\$70,000.00		\$75,000.00		\$83,700.00		\$70,000.00		\$85,000.00		\$89,600.00	

				N.G. Painting		A&M CONSTRUCTION AND UTILITIES, INC.		E.J. Chris Contracting, Inc.		TarTob Commercial Services LLC		Blastco Texas, Inc.		MC SANDBLASTING & PAINTING, INC.	
Description		UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.7	FURNISH MATERIAL AND LABOR TO PERFORM THE REPAIR ITEMS PER THE TECHNICAL SPECIFICATIONS - FM 518 GST	LS	1	\$7,000.00		\$11,500.00		\$7,000.00		\$5,000.00		\$11,500.00		\$6,000.00	
1.8	DISINFECTION, CLEANUP & DEMOBILIZATION	LS	1	\$3,000.00		\$5,000.00		\$9,000.00		\$2,000.00		\$5,000.00		\$4,000.00	
2	EXTRA WORK	PKG	1	\$22,000.00	\$22,000.00	\$21,000.00	\$21,000.00	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00	\$22,500.00	\$22,500.00	\$44,000.00	\$44,000.00
2.1	\$10,000 CONTINGENCY FOR REPAIR OF HIDDEN CORROSION DAMAGE AND HOLES PER THE TECHNICAL SPECIFICATIONS.	NTE	1	\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00	
2.2	FURNISH MATERIAL AND LABOR TO PRESSURE WASH THE INTERIOR OF THE 0.5MG FM 518 GST TO REMOVE SURFACE CONTAMINANTS PER THE TECHNICAL SPECIFICATIONS	LS	1	\$4,000.00		\$4,000.00		\$5,000.00		\$3,000.00		\$4,500.00		\$12,000.00	
2.3	FURNISH MATERIAL AND LABOR TO PRESSURE WASH THE INTERIOR OF THE 0.3MG MCLEAN GST TO REMOVE SURFACE CONTAMINANTS PER THE TECHNICAL SPECIFICATIONS	LS	1	\$4,000.00		\$2,500.00		\$1,500.00		\$3,000.00		\$3,500.00		\$9,000.00	

				N.G. Painting		A&M CONSTRUCTION AND UTILITIES, INC.		E.J. Chris Contracting, Inc.		TarTob Commercial Services LLC		Blastco Texas, Inc.		MC SANDBLASTING & PAINTING, INC.	
Description		UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.4	FURNISH MATERIAL AND LABOR TO PRESSURE WASH THE INTERIOR OF THE 0.6MG CULLEN GST TO REMOVE SURFACE CONTAMINANTS PER THE TECHNICAL SPECIFICATIONS	LS	1	\$4,000.00		\$4,500.00		\$3,000.00		\$4,000.00		\$4,500.00		\$13,000.00	
3	ALTERNATE BID	PKG	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.01	\$0.01	\$10,000.00	\$10,000.00
3.1	ADD OR DEDUCT FROM BASE BID TO INSTALL ALTERNATE COATING SYSTEM PER SECTION 10 OF THE TECHNICAL SPECIFICATIONS (PRICING NOT REQUIRED)	LS	1	\$1.00		\$1.00		\$1.00		\$1.00		\$0.01		\$10,000.00	
Total					\$238,001.00		\$277,001.00		\$282,701.00		\$288,001.00		\$295,500.01		\$298,420.00

RESOLUTION NO. R2014-128

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services, associated with the internal lining rehabilitation of 3 ground storage water tanks, to NG Painting, in the amount of \$238,001.

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

Section 1. That bids were obtained for the internal lining rehabilitation of 3 ground storage water tanks.

Section 2. That the City Council hereby awards a bid to the NG Painting, in the total amount of \$238,001.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the internal lining rehabilitation of 3 ground storage water tanks.

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 K

- K. Consideration and Possible Action – Resolution No. R2014-92 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for property acquisition and relocation services with Right-of-Way Solutions, LLC.**

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

AGENDA OF:	October 13, 2014	ITEM NO.:	Resolution No. R2014-92
DATE SUBMITTED:	September 15, 2014	DEPT. OF ORIGIN:	Projects
PREPARED BY:	Anthony Vu	PRESENTOR:	Skipper Jones
REVIEWED BY:	Trent Epperson	REVIEW DATE:	
SUBJECT: Resolution No. R2014-92 - A Resolution of the City Council of the City of Pearland, Texas, authorizing a primary contract for property acquisition and relocation services with Right-of-Way Solutions, LLC., and a secondary contract to Texas Land Professionals.			
EXHIBITS: R2014-94; A - Services Contract for Right of Way Solutions, LLC. ; Scope of Services; B - Bid Tabulation Exhibit			
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: \$150,000		AMOUNT BUDGETED: \$150,000	
AMOUNT AVAILABLE: \$150,000		PROJECT NO.: Varioius	
ACCOUNT NO.: Various Projects			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

RECOMMENDED ACTION

Staff recommends that Council approve the Resolution awarding a primary contract to Right of Way Solutions, LLC and a secondary contract to Texas Land Professionals for property acquisition and relocation services and to authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

Staff recommends Council approve the selection process and the resulting selection of a primary and secondary service provider awarding contracts to the primary selectee, Right-of-Way Solutions, LLC, and a secondary selectee, Texas Land Professionals, Inc. for property acquisition and relocation services.

BACKGROUND

An integral component of the project schedule is the acquisition of the land, either in the form of Right of Way (in fee) or Easement, upon which the project will be constructed. Most projects require one form of property or the other and the timing for that is critical to the overall project schedule. Consequently, property acquisition is underway for one project or another almost continuously. Meeting this demand requires the use of land acquisition specialist firms to supplement City Staff efforts. In the past, selection of an acquisition firm has been made on a qualification and an "availability" basis requiring the use of several firms. Staff is seeking to formalize this process by utilizing a formal selection process to identify the firm providing the best value to the City and to lock in the fees for acquisition services.

To this end, Staff utilized a variation of its standard two step professional services selection process to solicit and evaluate responses to a Request for Proposal for Land Acquisition Services. Although the State does not consider land acquisition to be a professional service this process offered the most direct means of obtaining information about the firms, their experience, their methodologies, their pricing for this service and the firm's ethical and personal approach to the land owner.

Staff will authorize work assignments for acquisitions on a per parcel basis, beginning with the primary selectee, Right of Way Solutions. In the event that this tasking becomes onerous and the primary firm is unable to meet project scheduling demands, the overflow of these Right of Way needs will be assigned to the secondary firm. Currently, Staff do not expect either of these work authorization contracts to exceed \$75,000 during the first one year contract life. Staff will bring this request back to Council for re-authorization and renewal at the end of the first one year period and at any time it is anticipated to exceed the above \$75,000 limit.

SCOPE OF CONTRACT/AGREEMENT

The scope of services includes negotiations, title and closing, condemnation support and relocation assistance services for the acquired real properties. The consultant will gather all pertinent information to be conveyed to the landowners during the negotiation process produce a written offer and make all reasonable efforts to personally contact landowners to discuss the acquisition. Closing activities include: obtaining releases, preparation of closing statements, executing agreements/conveyance documents and delivery of payment to the landowner. In instances where landowners are displaced as a direct result of the acquisition, the City will provide relocation services and, acting through the consultant will providing relocation services in accordance to the City's standard guidelines.

BID AND AWARD

An open solicitation was published requesting information on the firm, its past experience with land acquisition for other public and private entities and proposed pricing on a per parcel basis. Seven firms responded with a Statement of Proposal. These submittals were reviewed by a selection committee and the respondent's qualifications and pricing were ranked creating a short list of two firms to be interviewed. Interviews were conducted with the firms in which they were asked to answer questions regarding specific scenarios that might be encountered while negotiating land or easement purchases. A final selection of a primary firm was made based on the firm's performance in the interview. Although the primary firm's unit cost per parcel was higher by \$255/parcel their approach to the property owners, as exhibited in the interviews, will

result in more negotiated settlements, instead of the use of eminent domain. The additional cost acquisition for each parcel that goes through the eminent domain process is approximately \$10,000 to \$12,000.

Right of Way Solutions, LLC (ROWS) was selected, to provide property acquisition and relocation services. Texas Land Professionals, Inc. (TLP) was selected as the secondary firm. All work assignments shall be authorized by individual work authorizations dependent upon the business needs of the City for each identified Project. The work of this contract would begin immediately or as necessary to meet the continuing needs of the project schedules. The contract will be binding upon execution for a period of one (1) year, but may be renewed, through mutual agreement of both parties, for a period of two (2) additional one (1) year terms.

SCHEDULE

The Work of this contract is on an as-needed basis, and performed similarly to Job Order Contracting. All work assignments shall be authorized by individual work authorization dependent upon the business needs of the City for each identified Project.

POLICY/GOAL CONSIDERATION

The property acquisition and relocation services section deals with negotiating for real property in support of Capital Improvement Program projects. It covers negotiating requirements necessary to comply with City's standard practices.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

This service will be funded from the individual projects as part of the 5 Year Capital Improvement Program. As such the contract does not require independent funding source or appropriation other than that already provided in the project budget.

RESOLUTION NO. R2014-92

A Resolution of the City Council of the City of Pearland, Texas, authorizing a primary contract for property acquisition and relocation services with Right-of-Way Solutions, LLC., and a secondary contract to Texas Land Professionals.

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

Section 1. That certain contracts for property acquisition and relocation services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, are hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest contracts for property acquisition and relocation services.

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 PROPERTY ACQUISITION AND RELOCATION SERVICES

THIS CONTRACT is entered into on _____, 2014 by and between the City of Pearland ("CITY") and ("CONSULTANT").

The CITY engages the CONSULTANT to perform Property Acquisition and Relocation Services.

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following services to CITY standards in accordance to the scope of services attached here to as Exhibit, "A."

- A. 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.
- B. 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.
- C. 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.

- D. 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 for a period of one (1) year, but may be renewed, through mutual agreement of both parties, for a period of two (2) additional one (1) year terms.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is **payment by milestones / not to exceed rate per parcel as follows:**

Acquisition Services: \$2,700.00/parcel

Relocation Services: \$3,800.00/parcel

Per parcel billing is to be paid in accordance with the payment provisions of Exhibit "A."

- B. The CITY shall pay the CONSULTANT in installments based upon a per parcel basis, progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
- C. Payment will be made for services rendered, provided that:
 - 1. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
 - a. The date;
 - b. Name and address of the Consignee;
 - c. Item/reference number, deliverable and/or description of work;
 - d. PO number; the amount invoiced and remaining contract balance.
 - 2. Time sheets are provided to support the time being claimed.
- D. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice.

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 19901 Southwest Freeway, Sugarland Texas 77479. 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 CONTRACTOR 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.

The parties have executed this CONTRACT this _____ day of _____, 2014.

CITY OF PEARLAND, TEXAS



CONSULTANT
Kevin Stephensen

Exhibit "A"
Scope of Services**1.0 GENERAL INFORMATION**

The City of Pearland (City) is requesting proposals for Property Acquisition and Relocation Services. Responding Companies must express an interest to contract for services by completing this Request for Proposal (RFP). The general scope of work for this RFP is limited to;

Project Administration Services

Title and Closing Services

Negotiation Services

Relocation Assistance Services

Condemnation Support Services

- 2.0 CONTRACT TERM:** Contract term shall be one (1) year from date of award. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for two (2) additional one year periods. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for an additional one-year period is exercised by the City of Pearland, a price adjustment upward may be requested by the Vendor by the application of the formula set forth in the following paragraph. The index to be used in the computation of the price adjustment shall be the "All Items Index" category as quoted in the publication Consumer Price Index for the Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The index for the month most recently published at the time of bid award shall be used as a base for determining price adjustment(s). The index for the month most recently published at the time of contract expiration/possible renewal shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price % change (the point difference between the base index and the subsequent specified index is divided by the beginning index points, and multiplied by 100) in the index equals amount of price change eligible for adjustment. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.

- 3.0 **WORK ASSIGNMENT:** Work Assignments shall be authorized by individual Work Authorizations dependent upon the business needs of the City for each identified Project. There is no guarantee of minimum work by the City.
- 3.1 On an as-needed basis, the contract may be extended for an additional one (1) year period provided both parties agree in writing to do so prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.
- 3.2 All work authorizations under the Contract shall be issued within one (1) year of the effective date of the contract or the one year extension.
- 3.3 In any instance where City, State and/or Federal policies, procedures or guidelines are in conflict, the Provider should contact the City for direction on which policy, procedure or guideline to follow.
- 4.0 **DEFINITIONS:** The following terms and phrases shall have the meanings assigned unless the contract indicates a contrary meaning. In such cases, the contract definitions will take precedence.
- 4.1 City – The City of Pearland
- 4.2 Fee Schedule – The attachment to the contract that sets forth the performing entity’s fees for each service in the contract document’s scope of work.
- 4.3 Fee for Service – Specific fee for a unit of service by which payments are made for each unit of service completed.
- 4.4 Milestone – Pre-determined, identifiable, and document supported specific point in a service task that represents a reporting requirement or completion of a set of activities upon which a payment of services can be invoiced.
Performance Based Specifications – Focus on outcomes or results rather than process; i.e., what services are required, not how to produce them.
- 4.5 Professional Services – Services directly related to professional practices as defined by Government Code, Chapter 2254, Subchapter A.
- 4.6 Provider - A contractor, operating with a written agreement to provide goods or services in accordance with the established price, terms and conditions. For the purposes of this RFP, the term “Provider” and “Contractor” can be used interchangeably.

- 4.7 Reasonable Cost – A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- 4.8 Request for Proposal (RFP) - A request for submittal of a proposal that demonstrates competence and qualifications of the Provider to perform the requested services and shows an understanding of the specific project.
- 4.9 Sub-Provider – A subcontractor proposing to perform work through a contractual agreement with the Provider. For the purposes of this RFP, the term “Sub-provider” and “Subcontractor” can be used interchangeably.
- 4.10 Work Authorization – A written authorization to begin work issued according to the entity and prime contract in place with the City. The work authorization includes a detailed scope of work as well as a contract period and maximum amount payable that does not exceed the time or money restrictions specified in the prime contract.
- 4.10 Parcel – A general term meaning any part or portion of land.
- 4.10.1 All contiguous parcels belonging to a single owner are considered by the City as a single negotiation and acquisition. Parcels that are geographically separate but under a single owner will be considered separate negotiation and acquisition.
- 5.0 **TERMINATION OF CONTRACT:** The City of Pearland reserves the right to terminate the contract immediately in the event the successful bidder:
- 5.1 By failing to pay insurance, liens, claims, or other charges.
- 5.2 By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- 5.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- 5.4 By violation of any provision of the agreement.
- 5.5 By failing to respond within the prescribed time, including weekends and holidays.
- 5.6 By failing to make adequate arrangements for an emergency call.
- 5.7 By providing substandard work, or work the City deems to be otherwise unacceptable.

5.8 Additionally, the City reserves the right to terminate the contract without cause upon written notice 30 days prior to the date of termination.

6.0 SCOPE OF SERVICES

The City is seeking services from property acquisition companies to acquire certain real properties for improvement projects. Firms should be adverse in reading title report, right of way and construction drawings. Services would be to prepare the necessary documents, acquire the rights of way or easement and any joinders or partial releases required for these conveyances. Knowledge of the relocation act, 49-CFR, is required due to some State/Federal funded projects.

Services requirements of the provider: Services shall include, but are not limited to the following activities:

6.1 Project Administration

6.1.1 Provider will visit project with City staff

6.2 Project Office

6.2.1 Open during normal City work hours

6.2.2 At least one office staff member of the Provider is required to be a current commissioned notary public.

6.3 Communication

6.3.1 Attend monthly meeting with appropriate City staff. Date, time and location are determined by City staff.

6.3.2 Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting as required by City staff. The reporting format will be determined by the City staff.

6.3.3 Maintain current status reports of all parcels and project activities and provide weekly status reports to City staff. The reporting format will be determined by the City staff.

6.3.4 Provide schedule of all areas of work indicating anticipated start and end dates. The reporting format will be determined by City staff.

6.3.5 Prepare initial property owner contact list for use by City staff in distribution of Provider introduction letters or as determined necessary by the City.

6.4 File Management

6.4.1 The format for type of file folders and document order and placement are determined by City staff.

- 6.4.2 Prepare invoices utilizing City standard payment submission forms with supporting documentation. Supporting documentation requirements are determined by City staff.
 - 6.4.3 Maintain records of all payments including, but not limited to, check number, amount, date paid, etc.
 - 6.4.4 Maintain copies of all correspondence, emails and contacts with property owners.
 - 6.4.5 Turn over all files, hard and pdf files to the City upon completion of the project or as requested by the City.
 - 6.4.6 All files shall be accessible and available to the City or assignee.
- 6.5 Title and Closing Services (combined)
- 6.5.1 Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance.
 - 6.5.2 The charges from the Title Company for the preliminary title commitments will be paid by the City and should not be included in the Provider's fee schedule.
 - 6.5.3 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by the City and should not be included in the Provider's fee schedule.
 - 6.5.4 Secure title insurance for all parcels acquired, insuring acceptable title to the City. Written approval by the City required for any exception. The charges from the Title Company for the title insurance will be paid by the City and should not be included in the Provider's fee schedule.
 - 6.5.5 The curative services necessary to provide clear title to the City is the responsibility of the Provider and is to be included in the fee schedule for this service.
 - 6.5.6 The Provider has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from City staff.
 - 6.5.7 The Provider provides closing services in conjunction with the Title Company and will be required to attend closings.
 - 6.5.8 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. No administrative fee, management fee, service fee or profit to the Provider will be paid.
 - 6.5.9 Provider shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office. The cost of the recording fees and filing fees are paid by City and should not be included in the Provider's fee schedule.
- 6.6 Negotiation Services

- 6.6.1 Review right of way, parcel sketches and construction plans provided by the City and provide comments when necessary.
 - 6.6.2 Verify that legal descriptions, right of way maps, construction plans, survey (if provided) and appraisal reports correspond with each other.
 - 6.6.3 Issue all applicable notices in accordance with City, State, Federal policies and procedures.
 - 6.6.4 Analyze preliminary title report to determine potential title problems, propose and inform City of methods to cure title deficiencies.
 - 6.6.5 Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for each parcel.
 - 6.6.6 Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - 6.6.7 Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the City on applicable City forms.
 - 6.6.8 The written offer, appraisal report and required brochures must send to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
 - 6.6.9 Respond to property owner inquiries verbally and in writing. Follow up with phone call to schedule a face to face meeting with landowner per request.
 - 6.6.10 Prepare a separate negotiator contact report for each parcel.
 - 6.6.11 Advise property owner of the Administrative Settlement process. Transmit to the City any written counter offer from property owners including supporting documentation.
 - 6.6.12 Prepare and mail the documents of conveyance.
 - 6.6.13 Appear and provide Expert Witness testimony as a Provider when requested.
 - 6.6.14 Securing a Right of Entry or Possession and Use Agreement is part of general Negotiation Services.
- 6.7 Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs (as required by Work Authorization)
- 6.7.1 Comply with all Federal/State/City requirements, policies and procedures in providing Relocation Assistance.
 - 6.7.2 The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the

- initial interview with the Displacee by the Relocation Assistance Specialist.
- 6.7.3 All relocation documents shall be consistent with Texas Department of Transportation format and may be modified as deemed necessary by the City.
- 6.7.4 Notify all Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting of;
- 6.7.4.1 Relocation Advisory Assistance – Parcel Record
 - 6.7.4.2 Displacee Move Plan
 - 6.7.4.3 Certification of Eligibility
 - 6.7.4.4 Relocation Assistance Brochure (the City will provide the Provider with the brochures)
 - 6.7.4.5 Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way and deliver a completed relocation advisory assistance form signed by the Displacee to the City.
 - 6.7.4.6 Locate, evaluate, and maintain files on comparable available housing to complete residential property evaluation form.
- 6.7.5 Compute and submit the request for relocation housing/rental supplement to the City on the supplemental payment estimate, replacing housing form with supporting residential property evaluation with attached photos.
- 6.7.6 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- 6.7.7 Provide 30-day notice once property has been acquired by the City. Note that the Displacee must be given a total of 90-days' notice.
- 6.7.8 Notify City staff immediately if the Displacee does not move after 30-day notice expires.
- 6.7.9 Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City policy. Prepare and complete replacement housing inspection and submit to the City staff.
- 6.7.10 For non-residential moves, Negotiated Self-Moves
- 6.7.10.1 If the moving plan for a Negotiated Self-Move exceeds \$20,000 prepare negotiated self-move request form (the moving plan) with appropriate photos and sketches along with inventory of personal property that is identified to be moved. This is required for pre-approval by the City.
 - 6.7.10.2 If the moving plan for a Negotiated Self-Move is less than \$20,000 the Provider must submit negotiated self-move request form with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory list, type of move

requested, and project move date. This is required for pre-approval by the City.

- 6.7.11 For all Negotiated Self-Moves, the Provider is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Provider and not the Displacee. Moving estimates must be prepared in writing and in the name of the City and not the Provider.
- 6.7.12 Coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with City procedures.
- 6.7.13 Maintain relocation contact logs on relocation advisory assistance parcel record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- 6.7.14 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 6.7.15 Process and compute increased interest payments as required.
- 6.7.16 Relocation agent will be available for any appeals and hearings.
- 6.7.17 Prepare all relocation payment claim submissions for all Displacees in accordance with City guidelines.
- 6.7.18 Deliver warrants in accordance with City guidelines.
- 6.7.19 Issue Relocation Surveys to all Displacees.
- 6.7.20 Provide an executed Certification of Eligibility form with all Displacee claims.

6.8 Condemnation Support Services

- 6.8.1 Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company or as deemed necessary by the City.
- 6.8.2 Prepare a packet containing copies each of the following documents: Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, one original copy of the appraisal report, and any real property records which are relevant to any unusual joiner or service issue. Submit packet to the City staff for submission to the Legal Department.
- 6.8.3 Maintain a copy of the condemned parcel. In an event of a judgment/award, consultant shall coordinate with City staff to obtain copies of all executed post hearing documents for the condemned parcel. (award, JAO, deposit letter)
- 6.8.4 If a settlement is agreed upon by both parties prior to condemnation, Provider shall coordinate with City staff to complete all necessary procedures to close the file.
- 6.8.5 Provide all closed parcel files including condemned parcels to City.
- 6.8.6 Attendance at depositions, pre-trial, or other court hearings.

- 6.8.7 Any other services deemed necessary by the City's legal department to successfully litigate and defend the City's position in court including but not limited to production request.
- 6.8.8 Any person employed by the Provider for work on this project in any capacity shall be available to testify in any eminent domain proceedings upon request by the City.

7.0 FEE SCHEDULE – PAYMENT MILESTONES:

7.1 Fee for Negotiation Service

- 7.1.1 Payment made on per parcel basis
- 7.1.2 25% payment milestone paid upon presentation of initial offer.
- 7.1.3 40% payment milestone paid upon presentation of final offer with City concurrence or acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant.
- 7.1.4 35% payment milestone paid upon the completed closing of the parcel. Transmittal of memorandum to the City staff stating that the acquisition has been completed.

7.2 Fee for Relocation Service

7.2.1 Payment made on per Displacee basis

7.2.1.1 40% payment milestone paid upon submitting to City staff completed 1.7.4.1, 1.7.4.2 and 1.7.4.3.

7.2.1.1.1 Submitting proof of providing 90 day notice to Displacee after initial interview. Displacee may not receive a ninety (90) day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduce to a single milestone of 10%.

7.2.1.2 30% payment milestone paid upon submitting memorandum to City staff reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the City) of the move. This assumes the move was monitored.

7.2.1.3 30% payment milestone paid upon transmittal of memorandum to City staff stating that all relocation assistance has been completed.

Bid # 0214-19 Property Acquisition and Relocation Services

Specification Responses				Texas Land Professionals, Inc.		Right-of-Way Solutions, LLC		Roland Resources Inc		CobbFendley		Percheron Field Services		Contract Land Staff, LLC	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Acquisition Services: Per parcel fee of 100% milestone in accordance to Section 2.1.1 under Scope of Services for negotiation.	EA	1	\$2,250.00	\$2,250.00	\$2,700.00	\$2,700.00	\$4,300.00	\$4,300.00	\$3,200.00	\$3,200.00	\$5,800.00	\$5,800.00	\$8,500.00	\$8,500.00
2	Relocation Services: Per parcel fee of 100% milestone in accordance to Section 2.1.2 under Scope of Services for relocation.	EA	1	\$3,995.00	\$3,995.00	\$3,800.00	\$3,800.00	\$4,800.00	\$4,800.00	\$8,500.00	\$8,500.00	\$6,800.00	\$6,800.00	\$8,500.00	\$8,500.00
Total					\$6,245.00		\$6,500.00		\$9,100.00		\$11,700.00		\$12,600.00		\$17,000.00