

City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2
Brad Richards, At Large Pos. 1
Martin Vela, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA **THURSDAY, DECEMBER 17, 2020** **7:00 P.M.** (Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east, west, and south entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, DECEMBER 17, 2020**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Proclamation - Keep Alvin Beautiful Governor's Community Achievement Award.

4. PUBLIC COMMENT

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the December 3, 2020 City Council Regular meeting minutes.

B. Consider an award of bid to Greenscapes Six, LLC., for the 2021-2022 Concrete Repair Program, in an amount not to exceed \$225,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

6. OTHER BUSINESS

A. Receive and acknowledge the 2020 Charter Review Commission Report.

B. Discuss and consider Resolution 20-R-35, establishing the Guidelines for Filming in Alvin, Texas; and setting forth other matters related thereto.

C. Discuss and consider Ordinance 20-EE, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances, City of Alvin, Texas, for the purpose of establishing fees associated with the Guidelines for Filming in Alvin, Texas.

- D. Discuss and consider Resolution 20-R-32, for the re-appointment of Directors on the Kendall Lakes TIRZ Board and Authority Board for even numbered positions #2, #6, and #8, from December 31, 2020 to December 31, 2022; the appointment even number position #4 from December 31, 2020 to December 31, 2022, the appointment odd number position #5 from December 31, 2020 to December 20, 2021; and reappoint Ricky Kubeczka as the chairman.
- E. Discuss and consider an award of bid to Harper Brothers Construction, LLC., for the 54 – Inch Eastside Interceptor Project in an amount not to exceed \$16,044,021.84; and authorize the City Manager to sign the contract upon legal review.
- F. Discuss and consider an award of bid to Triple B Services, LLP., for the Moller Road Storm Sewer and Pavement Improvements Phase 1 Project in an amount not to exceed \$1,292,298.60; and authorize the City Manager to sign the contract upon legal review.
- G. Discuss and consider Ordinance 20-DD, amending the City of Alvin, Texas Ordinance 20-X, passed and approved on September 3, 2020, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2020-2021 by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Engineering Department by funding an additional Building Inspector II position and eliminating the CAD Technician II position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

7. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, DECEMBER 14, 2020 at 4:00 P.M.

(SEAL)



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** Keep Alvin Beautiful is an all-volunteer organization made up of citizens from throughout our community; and
- WHEREAS,** Keep Alvin Beautiful has demonstrated its commitment through tangible efforts such as improvements to the historic Depot area, enhancing the Mustang Bayou Bridge, coordinating community-wide cleanups, conducting litter and recycling awareness programs both in the schools and the community, and performing the Business and Yard of the Month program; and
- WHEREAS,** Keep Alvin Beautiful was recently recognized at the state level by winning the Keep Texas Beautiful Governor's Community Achievement Award, which brought significant financial resources of \$210,000 to the City of Alvin, to be used towards beautification efforts.

NOW, THEREFORE, I, Joel Castro, serving as Mayor Pro-tem of the City of Alvin Texas, and on behalf of the City Council do hereby congratulate

Keep Alvin Beautiful

for receiving the Keep Texas Beautiful Governor's Community Achievement Award and hereby recognize KAB for its long-standing commitment to improving the appearance of the City of Alvin and the quality-of-life within our community.

WITNESS my hand and seal this
17th day of December 2020.

Joel Castro, Mayor Pro-Tem

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 3, 2020
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Adam Arendell, Brad Richards, Glenn Starkey, Keith Thompson, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Larry Buehler, Director of Economic Development; Josh Dearing, Community Development Coordinator; Dan Kelinske, Director of Parks and Recreation; Rex Klesel, Fire Chief; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; and Todd Arendell, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Castro gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag and Council member Thompson led the Pledge to the Texas Flag.

PRESENTATION

Recognition in honor of the opening of the Karpeles Museum.

Mayor Horn announced that the presentation would be moved to the end of the meeting.

Mr. Tom Stansel, Alvin Museum Society, member, gave a background on the Kapeles Museum project. He named the businesses and individuals that donated time and money to this project.

Mayor Horn presented certificates of recognition to Robert Vasquez and Tom Stansel for their time and dedicated service in bringing the Karpeles Museum to Alvin.

PUBLIC COMMENT

Mr. John Burkey, Senior Citizen Board member, announced the drive through lunch on December 10th at the Alvin Senior Center.

CONSENT AGENDA

Consider approval of the November 19, 2020 City Council Regular meeting minutes.

Consider a final plat of Mustang Ranch Estates (located at 812 Verhalen Road), being a subdivision of 2.7000 acres in the M.V. O'Donnell Survey, Section 10, Abstract 478, Brazoria County, Texas.

Consider a final plat of Cline Crossing No. 3 (located at 1824 E. Highway 6), being a subdivision of 2.0506 acres of land located in the I. & G. N. R.R. Co. Survey, Abstract No. 400, Brazoria County, Texas, being out of lots 14 and 15, Holmsville, according to the map or plat thereof recorded under Volume 35, Page 107 of the Brazoria County Deed Records, being all of that certain called 2.0506 acre tract of land conveyed to OC Alvin, Ltd. by deed recorded in Brazoria County clerk's file no. 2020050060 of the official public records of Brazoria County, Texas.

Consider a Partial Re-Plat of Lot 2 of Hope Subdivision (located adjacent to 3373 E. Highway 6), being a re-plat of Lot 2 of the abbreviated Final Plat of Hope Subdivision containing 5.09 acres situated in the I. & G. N. R. R. Company Survey, Section 26, Abstract 619, Brazoria County, Texas, according to the map or plat thereof recorded in Brazoria County Clerk's file 2009046990.

Acknowledge receipt of the 2019 Tax Increment Reinvestment Zone Number Two Annual Report.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider the 2021 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.

The Emergency Services District was first formed in 2004. Brazoria County Commissioners select five (5) ESD Board of Directors to authorize and appropriate funding for Fire and Emergency Medical Services (EMS) to the approximate 120 square miles surrounding the city limits of Alvin.

Typically, each entity is allowed to submit a budget to the (5 member) ESD Board of Directors each year. The Board then reviews the budget-requests and asks each entity to do a short presentation on their budget-request. The Board subsequently allocates/awards the funds to each entity, accordingly.

In 2019, the ESD paid a total of \$731,000 to the City of Alvin for the following Emergency Services:

- \$362,000 for Fire and Rescue*
- \$369,000 for Emergency Medical Services*

In 2020, the ESD paid a total of \$738,240 to the City of Alvin for the following Emergency Services:

- \$369,240 for Fire and Rescue*
- \$369,000 for Emergency Medical Services*

The 2021 proposed ESD Agreement with City of Alvin will increase to a total of \$783,240 to the City of Alvin for the following Emergency Services:

- \$399,240 (\$30,000 increase) for Fire & Rescue*
- \$384,000(\$15,000 increase) for Emergency Medical Service*

Staff recommended approval of this agreement.

Rex Klesel, Fire Chief, presented this item before City Council. He announced that the Fire Department was approved for a fire truck grant worth \$200,000.

Council member Castro moved to approve the 2021 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$549,900 for engineering design services for the Waterline Improvements Phase 3 Project; and authorize the City Manager to sign the Agreement upon legal review.

The Waterline Improvements Phase 3 Project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016 and consists of the replacement/addition of approximately 25,085 linear feet of 6" and 8" waterlines in the area generally bounded by House Street, Bayou Drive, South Street, and Gordon Street, as well as an alternate to construct new water lines along Foley Street and within an easement from Legion Street to Adoue Street.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of nine months. Approval of this Agreement will ensure that construction plans are available and ready for bid in August 2021.

This project is being funded by the 2020 Water and Sewer System Revenue Bonds that were authorized and approved by City Council on October 15, 2020. Staff recommended approval of this Agreement.

Michelle Segovia presented this item before City Council.

Council member Starkey moved to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$549,900 for engineering design services for the Waterline Improvements Phase 3 Project; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Discuss and consider a fifteen (15)-year Lease Agreement with BRP Alvin BESS LLC (“BRP”), with two additional ten (10) year terms, to allow BRP access to their property, and the right of ingress and egress in, upon, on, over, above and under City-owned property, for the initial sum of \$1,500; and authorize the Mayor to sign upon legal review.

When the City constructed the sidewalk along 760 Heights Road in 1989, the City purchased the 8-foot wide strip of property, instead of platting it as a right-of-way or easement. BRP Alvin BESS LLC, (“BRP”) a utility-scale independent power producer based in Houston, owns a five-gigawatt portfolio of utility scale solar and energy storage power projects in Montana, California, Wyoming, Utah and Texas.

This Lease Agreement will allow BRP to cross the City-owned property to access their site, and the right of ingress and egress in, upon, on, over, above and under the property. The Lease Agreement has an initial term of fifteen (15) years, with two (2) optional additional extended ten (10) year terms. BRP has agreed to pay the City a flat fee of \$1,500 for the initial term of the Lease Agreement, and an additional \$1,000 for each extended term, if applicable. Staff recommended approval of the Lease Agreement.

Suzanne Hanneman, City Attorney, presented this item before City Council.

Council member Thompson moved to approve a fifteen (15) year Lease Agreement with BRP Alvin BESS LLC, with two additional ten (10) year terms, to allow BRP access to their property, and the right of ingress and egress in, upon, on, over, above and under the City-owned property, for the initial sum of \$1,500, and authorize the Mayor to sign upon legal review. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Discuss and consider Resolution 20-R-33, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.

Since its inception in 2017, the Business Improvement Grant Program has awarded 12 grants to projects that have equated to over \$133,000 in private investment. The grant program is currently available to businesses that are located in the downtown development area of Alvin, as well as along Gordon Street from State Highway 6 to FM 1462. Given the success of the grant program over the last 4 years, the guidelines were revised to allow for assistance to help defer the costs of physically moving an existing business to a vacant downtown storefront, or to assist a new business that will occupy a vacant building to include the consideration of internal improvements to facilities in the downtown area. These considerations will help promote the development and expansion of new and existing business enterprises and attract more people to the downtown area that will generate additional sales and activity within the downtown area of the City. The Guidelines were reviewed by the grant review team and revised to better reflect the goals of the program.

The major changes to the Guidelines are:

- Potential allowance of internal building improvements for businesses locating to Downtown Development Area*
- Properties with active Code Enforcement violations cannot participate unless application remedies violations*
- Businesses receiving a grant must remain in business for 24 months (previously 12 months)*
- Approved projects must be completed prior to applying for a new grant*

Staff recommended approval of Resolution 20-R-33.

Josh Dearing, Economic Development Coordinator, presented this item before City Council.

Council member Vela moved to approve Resolution 20-R-33, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider various appointments to boards and commissions.

Current terms will expire for various citizen boards committees and commissions on December 31, 2020.

All board or commission members with expiring terms were mailed notification letters along with a Consent and Willingness to Serve form. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks. Members appointed during this process will begin service in January 2021. All residency requirements have been verified.

Staff suggests that Council have a time of discussion to decipher which appointments should be made to specific boards/commissions. Once a consensus is agreed upon motions can be made for appointments for each board/commission. Last year, it was suggested by a citizen that city council use secret ballots to make appointments. Chapter 2, Article II, Section 2-24 of the Code of Ordinances states that written ballots are not to be used for the appointment of members to boards and commissions.

Council member Vela moved to appoint members to various boards and commission as presented below. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes:

Planning Commission, 3-year term
Ashley Davis

Parks and Recreation Board, 2-year term
Terrie Beasley, Clarence Wittwer, Justin Gatlin, and Cathy Fontenot.

Senior Citizen's Board, 2-year term
John Burkey, Maire Hodges, Beverly Kimbrough, and Dorci Hill

Alvin Public Library Board, 3-year term
Sandra Curtner, Laura Parker, Felicia Robbins, and Marina Olson

Building Board of Adjustments and Appeals, 2-year term
Santos Garza, Roger Stuksa, and Sussie Sutton

Animal Shelter Advisory Committee, 3-year term
James Crumm (veterinarian), Sandra Curtner (citizen), Tonya Douglas (city official), Autumn Miller (day to day operations), and James Thompson (citizen).

Discuss and consider Resolution 20-R-34, ratifying the City Manager's appointments to the City of Alvin Civil Service Commission; and setting forth other provisions related thereto.

Civil Service for the police officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police operate. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

- 1. Examinations for entry level and promotional eligibility;*
- 2. Procedures for appointment and certification;*
- 3. Proper conduct of appeals of testing and examination scoring;*
- 4. Prescribed cause(s) for the removal or suspension of a civil service employee;*

5. Procedures for hearing of appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and
6. And other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- *of good moral character;*
- *be a United States Citizen;*
- *be a resident of the municipality and have resided in the municipality for more than three (3) years;*
- *be over the age of 25 years; and*
- *not have held public office within the preceding three (3) years.*

Chapter 143.006 states that the chief executive of the municipality shall appoint the members of the commission within 60 days after the date Chapter 143 is adopted. After conferring with Police Chief Robert Lee, it is my desire to appoint:

Clenon J. Mitchell Jr. (one-year term)

- *11-year resident of Alvin*
- *Naval Science Instructor – Glenda Dawson High School*
- *NJROTC*
- *Graduate of Pearland Citizen Police Academy*
- *Recipient of 4 Navy and Marine Corps Commendation Medals*
- *Recipient of 3 Navy and Marine Corps Achievement Medals*
- *B.S from National University*
- *M.A. from Webster University*

Michelle Vela (two-year term)

- *Office Manager Manvel Police Department*
- *Training in multiple public safety courses (ethics in law enforcement, cultural diversity, TCLEOSE, etc.)*
- *11 years Municipal Public Safety Operational experience*
- *18-year resident of Alvin*

John Burkey (3-year term)

- *United States Air Force (Retired Senior Master Sergeant)*
- *Associate Degree in Applied Science from the Community College of the Air Force*
- *24-year resident of Alvin*

Council member Vela announced that he filed a conflict of interest prior to the meeting since his wife was considered for appointment to the Civil Service Commission. All three candidates being considered for appointment were in attendance.

Council member Castro moved to approve Resolution 20-R-34, ratifying Clenon J. Mitchell, Jr., Michelle Vela, and John Burkey to the City of Alvin Civil Service Commission for one (1), two (2), and three (3) year terms respectively. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes and 1 Abstention by Council member Vela.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the December 17th City Council meeting.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Starkey congratulated those citizens that were appointed to the various boards and commissions.

Mayor Horn expressed appreciation to the volunteers on the various boards and commissions. He gave a word of caution that the number of cases of COVID-19 had risen and to take precaution.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:56 p.m.

PASSED and APPROVED the 17th day of December 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Greenscapes Six, LLC., for the 2021-2022 Concrete Repair Program, in an amount not to exceed \$225,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: On November 10, 2020, bids were opened for the 2021-2022 Concrete Repair Program, and Greenscapes Six, LLC was the qualified bidder. This Contractor has worked on previous City of Alvin projects and Staff were pleased with the work completed.

Total Contract Amount Including Alternate Bid Items: \$225,000

The 2021-2022 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last nine years. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 312-5501-00-3410 **Amount:** \$225,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Bid Tabulation
- Proposal

Recommendation: Move to award bid to Greenscapes Six, LLC., for the 2021-2022 Concrete Repair Program, in an amount not to exceed \$225,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

BID TABULATION

2021-2022 Concrete Repair Program							
S & C Construction				Greenscapes Six, LLC			
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Remove and Replace 7" Concrete Pavement - Complete in Place - 02751	SY	500	\$150.00	\$75,000.00	\$125.00	\$62,500.00
2	Traffic Control - Complete in Place	LS	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
3	Remove and Replace 6" Concrete Driveway - Complete in Place - 02751	SY	200	\$145.00	\$29,000.00	\$55.00	\$11,000.00
4	Remove and Replace 6" Concrete Curb - Complete in Place - 02770	LF	500	\$25.00	\$12,500.00	\$20.00	\$10,000.00
5	Remove and Replace 4"x12" "Laydown" Concrete Curb - Complete in Place - 02770	LF	1,500	\$25.00	\$37,500.00	\$9.00	\$13,500.00
6	Remove and Replace 6" x 24" Concrete Curb and Gutter - Complete in Place - 02770	LF	350	\$75.00	\$26,250.00	\$40.00	\$14,000.00
7	Remove and Replace 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$135.00	\$27,000.00	\$80.00	\$16,000.00
8	Remove and Replace Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$2,000.00	\$10,000.00	\$1,500.00	\$7,500.00
9	Remove and Replace Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$3,000.00	\$15,000.00	\$1,600.00	\$8,000.00
10	Concrete Saw Cut - Full Depth - Complete in Place - 02751	LF	1,000	\$15.00	\$15,000.00	\$25.00	\$25,000.00
11	Stabilized Sand - 1.5 Sack per Ton - Includes Excavation of 6" Soil Under Pavement - Complete in Place - 02252	TON	100	\$125.00	\$12,500.00	\$40.00	\$4,000.00
12	Mobilization For All Construction Sites - Complete in Place - 01505	LS	1	\$8,000.00	\$8,000.00	\$2,650.00	\$2,650.00
13	Install 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$125.00	\$25,000.00	\$40.50	\$8,100.00
14	Install Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$1,700.00	\$8,500.00	\$750.00	\$3,750.00
15	Install Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$2,500.00	\$12,500.00	\$800.00	\$4,000.00
TOTAL BASE BID					\$321,750.00		\$200,000.00
2021-2022 Concrete Repair Program - Alternate Bid Items				S & C Construction		Greenscapes Six, LLC	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
16	Remove Existing Inlet - Install Cast-in-Place Type "C-C" Inlet - Complete in Place - 02632	EA	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
17	Remove Existing Inlet - Install Cast-in-Place Type "B-B" Inlet - Complete in Place - 02632	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
18	Remove Existing Inlet - Install Cast-in-Place Type "B" Inlet - Complete in Place - 02632	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
19	Remove Existing Inlet - Install Cast-in-Place Type "C" Inlet - Complete in Place - 02632	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
20	Remove Existing Inlet - Install Cast-in-Place Type "A" Inlet - Complete in Place - 02632	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
TOTAL ALTERNATE BID					\$13,000.00		\$25,000.00
TOTAL BASE & ALTERNATE BID					\$334,750.00		\$225,000.00

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** GREENSCAPES SIX, LLC

2021-2022 Concrete Repair Program

Bid Number: B-21-05

Account Number: 312-5501-00-3410

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

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

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **365 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

Contractor GREENSCAPES SIX, LLC

2021-2022 Concrete Repair Program

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Remove and Replace 7" Concrete Pavement - Complete in Place - 02751	SY	500	\$125.00	\$62,500.00	Sixty two thousand five hundred
2	Traffic Control - Complete in Place	LS	1	\$10,000.00	\$10,000.00	Ten thousand
3	Remove and Replace 6" Concrete Driveway - Complete in Place - 02751	SY	200	\$55.00	\$11,000.00	Eleven thousand
4	Remove and Replace 6" Concrete Curb - Complete in Place - 02770	LF	500	\$20.00	\$10,000.00	Ten thousand
5	Remove and Replace 4"x12" "Laydown" Concrete Curb - Complete in Place - 02770	LF	1,500	\$9.00	\$13,500.00	Thirteen thousand five hundred
6	Remove and Replace 6" x 24" Concrete Curb and Gutter - Complete in Place - 02770	LF	350	\$40.00	\$14,000.00	Fourteen thousand
7	Remove and Replace 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$80.00	\$16,000.00	Sixteen thousand
8	Remove and Replace Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,500.00	\$7,500.00	Seven thousand five hundred
9	Remove and Replace Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,600.00	\$8,000.00	Eight thousand
10	Concrete Saw Cut - Full Depth - Complete in Place - 02751	LF	1,000	\$25.00	\$25,000.00	Twenty five thousand
11	Stabilized Sand - 1.5 Sack per Ton - Includes Excavation of 6" Soil Under Pavement - Complete in Place - 02252	TON	100	\$40.00	\$4,000.00	Four thousand

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
12	Mobilization For All Construction Sites - Complete In Place - 01505	LS	1	\$2,650.00	\$2,650.00	Two thousand six hundred fifty
13	Install 4" Concrete Sidewalk - Complete In Place - 02751	SY	200	\$40.50	\$8,100.00	Eight thousand one hundred
14	Install Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$750.00	\$3,750.00	Three thousand seven hundred fifty
15	Install Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$800.00	\$4,000.00	Four thousand
TOTAL BASE BID					\$200,000.00	Two hundred thousand

2021-2022 Concrete Repair Program - Alternate Bid Items

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
16	Remove Existing Inlet - Install Cast-in-Place Type "C-C" Inlet Complete In Place - 02632	EA	1	\$5,000.00	\$5,000.00	Five thousand
17	Remove Existing Inlet - Install Cast-in-Place Type "B-B" Inlet Complete In Place - 02632	EA	1	\$5,000.00	\$5,000.00	Five thousand
18	Remove Existing Inlet - Install Cast-in-Place Type "B" Inlet Complete In Place - 02632	EA	1	\$5,000.00	\$5,000.00	Five thousand
19	Remove Existing Inlet - Install Cast-in-Place Type "C" Inlet Complete In Place - 02632	EA	1	\$5,000.00	\$5,000.00	Five thousand
20	Remove Existing Inlet - Install Cast-in-Place Type "A" Inlet Complete In Place - 02632	EA	1	\$5,000.00	\$5,000.00	Five thousand
TOTAL ALTERNATE BID					\$25,000.00	Twenty five thousand
TOTAL BASE & ALTERNATE BID					\$225,000.00	Two hundred twenty five thousand

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____
Addendum No. 2 Dated _____ Received _____
Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: GREENSCAPES SIX, LLC
Address: 7020 FM 3180
BAYTOWN, TX 77523
Telephone: 713-714-3500
Date: 11-10-2020
ATTEST: *M. A. G.*
Secretary of Corporation _____

(Seal of Bidder Corporation)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Name of Bidder: GREENSCAPES SIX, LLC Date Organized: 5/2015

Address: 7020 FM 3180 BAYTOWN, TX 77523 Date Incorporated: _____

Number of Years in Contracting Business under Present Name: 5

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
SEE ATTACHED		

Type of work performed by your company: CONCRETE CONSTRUCTION

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
SEE ATTACHED			

Major Equipment Available for this Contract:

SEE ATTACHED

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ 50,000

Bank Reference: COMMUNITY BANK OF TEXAS
MELANIE VARGAS

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

Executed this 10 day of NOVEMBER, 2020

GREENSCAPES SIX, LLC
By: Mike Archer
Title: MANAGING PARTNER

STATE OF TEXAS
COUNTY OF CHAMBERS

Subscribed and sworn to before me on this 10th day of November, 2020, by Mike Archer, personally known to me.

Jodie McAdams
Notary Public, State of Texas



REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

SEE ATTACHED

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone



GREENSCAPES SIX

GOLF | CONCRETE | ATHLETIC | IRRIGATION | LANDSCAPE | OIL FIELD

Bidder's Qualification Statement

1. Greenscapes Six, LLC
(713) 714-3500
7020 FM 3180
Baytown, TX 77523
2. Greenscapes Six, LLC has been in business 5 years and is registered in the state of Texas. Please reference the Executive Summary section for principal's work history.
3. Greenscapes Six, LLC has an extensive inventory of equipment available for the job. Relevant inventory includes:
 - Mini Excavator
 - Skid Track Loader
 - John Deere Tractors
 - Dump Trailers
 - Utility Carts
 - Back Hoe w/ Hammer
4. Please reference the document entitled "References" for a performance record and contacts.
5. Current Contracts:

Friendswood Concrete

\$600,000.00 // 90% Complete

League City Curb and Gutter

\$220,000.00 // 90% Complete

Sedona Concrete

\$400,000.00 // 80% Complete

City of La Porte Sidewalks

\$180,000.00

City of Pasadena Hike & Bike

\$235,000.00

City of Pearland Annual Sidewalks

\$450,000.00

City of Port Arthur Utility Cuts & Concrete

\$320,000.00

Fort Bend Walking Trail

\$99,000.00 // 90% Complete

Montgomery Birnham Woods Sidewalk

\$105,000.00 // 90% Complete

Jimmy Clay Irrigation

\$770,000 // 40% Complete



GREENSCAPES SIX

GOLF | CONCRETE | ATHLETIC | IRRIGATION | LANDSCAPE | OIL FIELD

6. Greenscapes Six, LLC has never been involved in a law suit.
7. Greenscapes Six, LLC has never defaulted on a contract.
8. Greenscapes Six, LLC has never filed bankruptcy.
9. Greenscapes Six, LLC officers have not ever been associated with any lawsuit.
10. Please reference the Resume section for information on technical experience.
11. Please reference the Executive Summary section for further qualifications.

EXECUTIVE SUMMARY

CONTACT

Mike Archer
Managing Partner
(713) 501-7456
marcher@greenscapes6.com

COMPANY HISTORY

Greenscapes Six, LLC registered with the State of Georgia May 22, 2015 and then the State of Texas soon after. With a hand-full of exceptions, all projects have been performed in Texas. The Greenscapes Six team, led by industry veterans Mike Archer and Joey Taylor, has performed construction projects for over three decades, completing over \$200 million of projects including recent assignments at City of Pearland, City of Conroe, and City of Tomball.

Greenscapes Six offers a platform of solution-based resources transferable across the road construction, concrete construction, and commercial maintenance industries including concrete construction, repair, and replacement. Many clients, including municipalities, seek skilled teams to perform road construction, concrete repair and replacement, paver installation, curb and gutter, sidewalks, and more, all of which are in the wheel-house of Greenscapes Six.

QUALIFICATIONS

Greenscapes Six holds annual concrete contracts with a number of municipalities as well as project-specific contracts on street services. These include a \$966,000 concrete construction contract with the City of Pearland, a \$262,000 sidewalk construction contract with the City of Tomball, and annual concrete service contracts with the City of Alvin and the City of Port Arthur among others.



GREENSCAPES SIX

GOLF | CONCRETE | ATHLETIC | IRRIGATION | LANDSCAPE | OIL FIELD

RESUMES

MIKE ARCHER

MANAGING PARTNER/FOUNDER

Mike has over 25 years of experience in golf, landscape, and commercial development/construction. His experience includes a diversified range of projects for a variety of clients. Mike received his B.S. Degree from Texas A&M University in Agronomy-Turfgrass Management with a specialization in Business Administration.

Mike began his career as a project superintendent for Landscapes Unlimited overseeing both renovation and new construction projects across the United States. While at Landscapes Unlimited, Mike was promoted to Regional Project Manager which included a wide range of projects in Arkansas, Texas, Oklahoma, and Louisiana. Mike grew this to be one of the largest regions producing \$15 million to \$25 million per year.

In 2003 Mike went on to project manage residential and commercial development in Austin, Texas including the site development for Wolf Creek Commercial Park. In 2007, Mike joined the Sequoia Golf team and was selected to oversee all capital improvement projects for all golf courses in Texas and Colorado. Under Mike's leadership, Sequoia expanded Sequoia's in-house construction operations by developing a specialized division to service third-party clients on schedule and within budget. Mike is a strong construction executive who is dedicated to client satisfaction as well as helping co-workers and employees achieve their highest performance and overall company performance.

JOEY TAYLOR

MANAGING PARTNER/FOUNDER

Joey has over 10 years of experience in landscapes construction and maintenance for parks, recreational areas and golf course construction/development both nationally and internationally. Joey graduated from Lamar University in Beaumont, TX with a BS in Business Administration.

Joey started his career as a principal in his own landscape, construction and maintenance company. He then became a project superintendent for Landscapes Unlimited overseeing a wide range of projects from \$20,000 to \$21 million. Prior to forming Greenscapes Six, Joey was responsible for completing all capital improvement projects for Sequoia Golf, the second largest golf course owner/operator with over 50 courses.

Joey takes a collaborative team approach to every project while maintaining the upmost level of professionalism and integrity to ensure a quality product and good working relationship between his crew and client.



GREENSCAPES SIX

GOLF | CONCRETE | ATHLETIC | IRRIGATION | LANDSCAPE | OIL FIELD

LUKE KINCAID

PROJECT SUPERINTENDENT

Luke Kincaid has over 5 years' experience on a number of projects ranging from municipal concrete work to golf course construction projects. His duties have included supervising concrete crews for the removal and replacement of city sidewalks, tracking daily totals of all contract work performed, moving and directing labor and equipment resources to perform all work and ordering and receiving material and deliveries.

Luke has worked on numerous notable concrete projects for clients including the City of Conroe, City of Pearland, City of Alvin, City of Tomball, City of Port Arthur, and more. Luke is an experienced superintendent able to direct crews and operations in a time and cost efficient manner while ensuring optimal project quality.



GREENSCAPES SIX

GOLF | CONCRETE | ATHLETIC | IRRIGATION | LANDSCAPE | OIL FIELD

Previous Contracts & References

City of Pearland, TX

Mark Graham, Public Works Superintendent
281-652-1797
Concrete Construction
\$933,247.00

City of Tomball, TX

Justin Pruitt, Construction Manager
(832) 948-2840
Concrete Construction
\$262,660.00

City of Port Arthur, TX

Adam, City Inspector
409-853-7471
Roads, Driveways, Drainage, etc.
\$1,312,000.00

City of La Porte, TX

Kanard Givens, Project Manager
830-377-7965
Sidewalk Construction
\$266,00.00

Harris County, TX

Gibran Becerra, County Inspector
281-770-0611
Traffic Improvements & Construction
\$231,432.12

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

GREENSCAPES SIX, LLC

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

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

NONE

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 

Signature of vendor doing business with the governmental entity

11-10-2020

Date

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

NONE

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

GREENSCAPES SIX, LLC

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Greenscapes Six, LLC
Baytown, TX United States

Certificate Number:
2020-687921

Date Filed:
11/09/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Alvin, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B-21-05
2021-2022 Concrete Repair Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Taylor, Joey	Baytown, TX United States	X	
	Archer, Mike	Baytown, TX United States	X	

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is MIKE ARCHER, and my date of birth is 5-30-1968.

My address is 7020 FM 3180, BAYTOWN, TX, 77523, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CHAMBERS County, State of TX, on the 10 day of NOV., 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust Ewing Watt and Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591		CONTACT NAME: Karen Blankenship CIC PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: karen_blankenship@rustewing.com	
INSURED Greenscapes Six, LLC 7020 FM 3180 Rd Baytown TX 77523		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company INSURER B: FCCI Insurance Company INSURER C: Service Lloyds Insurance Co INSURER D: INSURER E: INSURER F:	NAIC # 43389

COVERAGES

CERTIFICATE NUMBER: 20-21 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Limited Pollution Liability			CPP100055921	03/27/2020	03/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Work Sites Aggregate \$ 100,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA100055922	03/27/2020	03/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			UMB100055923	03/27/2020	03/27/2021	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SLICWC0272600	03/27/2020	03/27/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Leased/Rented Equipment			CPP100055921	03/27/2020	03/27/2021	Any One Item \$50,000 Any One Occurrence \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Umbrella policy follows form.

CERTIFICATE HOLDER

CANCELLATION

*** SAMPLE ***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. E. Olyst

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AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Receive and acknowledge the 2020 Charter Review Commission Report.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: The Alvin City Charter is the governing document of the City of Alvin and was initially adopted in February 1963. The Charter is the City's constitution, and effectively creates the municipality and defines its functions. The Charter requires a review to occur at least every 4 years but no more often than every 2 years. The required review is to ensure the residents and the governing body of the City that the Charter is adequately consistent with state and federal law, promotes good government practice by the City, creates better efficiency and effectiveness of City governance is at its best, and ensures clarification of charter terms to present day practice. The Charter Commission is tasked with reviewing the Charter and making recommendations to the City Council about the Commission's conclusions about these issues. The prior Commission served in 2016.

The 2020 Charter Review Commission was appointed by City Council June 18, 2020. The 7 Commission members are: Lindsey Vaughn, Chair, Beth Nelson, Vice-Chair, Nicole Kelinske, Secretary, and members Richard Garivey, Cary Perrin, Donna Starkey, and Heather Van Dine. As staff support, the City Attorney attended and assisted at all 11 meetings held by the Commission and throughout the entire process.

The Commission reviewed the Charter multiple times, received input from city staff and the City Attorney. The Commission prepared a report identifying its concerns and recommendations of changes to the Charter. Once the Commission submits its Report to Council, its duties are concluded although it may convene for the sole purpose of meeting with Council to discuss its report. Such a joint meeting will be scheduled in January 2021 for the purpose of discussing the Commission's recommendations with the Council. At that time, Council will vote to include, decline, or propose other changes to the Charter. Those proposed changes, if any, will be drafted by the City Attorney as an ordinance of the proposed amendments to the Charter for public vote at the May election. Council is required to call for a special election for any propositions of charter amendments, which must be done by February 19, 2021, pursuant to state election law. It is anticipated that Council would formally call for a special election, if needed, at the February 17, 2021 regular council meeting.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/14/2020 SLH

Supporting documents attached:

- 2020 Charter Review Commission Report
-

Recommendation: Acknowledge receipt of the 2020 Charter Review Commission Report.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**City of Alvin
Charter Review Commission Report
December 17, 2020**

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- I. Introduction
 - Council Charge
 - Commission Membership
 - Commission Proceedings
 - Commission Rationale for Changes
- II. Public Input
- III. Recommendations from City staff & Legal staff
- IV. Recommendations from the Commission
- V. Other recommendations from the Commission
- VI. Conclusion

I. Introduction

The Alvin City Charter requires a review of the City Charter at least every four years but no more often than every two years. The previous Charter Review Commission met in 2016 and the City Council appointed the current Charter Review Commission on June 18, 2020. The Commission was tasked to review the Charter for:

- adequate legal updates consistent with state and federal law
- the promotion of good government practice
- the creation of better efficiency or effectiveness
- clarification of charter terms
- recommendations to Council about the Commission's conclusions about these issues

The Charter Review Commission consists of seven members which are appointed by the City Council. At the first regularly scheduled Commission meeting, a Chair, Vice-Chair, and Secretary were elected. Charter Review Commissioners are: Chair, Lindsey Vaughn; Vice-Chair, Beth Nelson; Secretary, Nicole Kelinske; members Richard Garivey, Cary Perrin, Donna Starkey, and Heather Van Dine.

The staff representative to the Commission was Suzanne Hanneman, City Attorney, who provided significant support for every meeting and the entire process. The attendance by Junru Roland, City Manager, at one meeting was very much appreciated by the Commission. The City Secretary's office assisted with preparing the agendas and the minutes of each meeting.

All meetings were posted and were open to the general public, in accordance with the Texas Open Meetings Act. The Commission conducted its initial meeting on July 29, 2020, and the Commission's last meeting was held December 8, 2020. A total of 11 meetings were held over the past six (6) months. The Commission reviewed the City Charter multiple times, taking into consideration suggestions that were proposed from the public, City staff, the City Attorney, and the Commission itself.

After discussion, the Commission used the following rationale for consideration of changes to the City Charter:

- Is the current City Charter correct?
- Is the current City Charter misleading or vague?
- How does the City Charter and/or item relate to state or federal law?
- Does the item belong in the City Charter or does it unduly restrict the council?
- What are the benefits/drawbacks of the item?

II. Public Input

The Commission requested input from the public via a press release in the local newspaper. No responses were received from the public for consideration by the Commission.

III. Recommendations from City staff and Legal counsel

The Commission requested input from city staff and legal counsel. The City Attorney delivered numerous recommendations from city staff, and the City Attorney. The Commission discussed over 50 items of interest. In addition, several typographical and/or grammatical errors that would not require a vote were identified and given to the City Attorney for correction.

IV. Recommendations from the Commission

The Charter Review Commission recommends the following changes to the Alvin City Charter

1. Commission Recommendation: Update “chief financial officer” to “Director of Administrative Services.”

Change all instances of “chief financial officer” to “Director of Administrative Services” and/or “Director.”

Rationale: To update all instances of “Chief Financial Officer” to “Director of Administrative Services, or Director” in accordance with the title change made in the Fiscal Year 2021 budget.

2. Commission Recommendation: Correct various typographical/ grammar/ spelling errors or word changes in the City Charter.

a. Article V, Administrative Services, Section 8 – Health ~~officer~~ Authority

b. Article VII, Municipal Finance, Section 18 – Depository and withdrawals

~~depository(ies)~~ depository or depositories

c. Article XI, General Provisions, Section 15. – ~~Separability~~ Severability clause

d. Capitalize all proper nouns, including City Council or Council, Mayor, City Manager, City Secretary, City Attorney, Commission, Board, and other titles or words where appropriate.

Rationale: To correct various typographical/grammatical/spelling errors that do

not change the meaning or intent, and to change incorrect words to the correct words – separability to severability.

3. Commission Recommendation: Capitalization changes.

Capitalize all proper nouns, including City Council or Council, Mayor, City Manager, City Secretary, City Attorney, Commission, Board, and other titles or words where appropriate.

Rationale: To capitalize titles or words that should be capitalized.

4. Commission Recommendation, Revise Article I. – Incorporation, Form of Government, and General Powers, Section 5 – Annexation and disannexation.

The Council may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, or upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed, upon petition by the owners of the property, or upon a petition signed by a majority of the property owners in a platted subdivision. The Council may disannex or release extraterritorial jurisdiction when in the best interest of the city. The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory, may not be inconsistent with any applicable requirements ~~and~~ or limitations established by state law; upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city, or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the City.

Rationale: The word “or” is the proper conjunction following the direction of “may not.”

5. Commission Recommendation, Revise Article II. – The Council, Section 2 – Qualifications.

(a) For Candidacy.

On the day prior to the date of the scheduled election to be held for such office, the Mayor and Councilmembers shall: (i) be at least eighteen years of age; (ii) be citizens of the United States; (iii) be qualified voters of the city; (iv) have been residents of the State of Texas for at least twelve (12) consecutive months; (v) have been residents of the

city and the district for which they seek election, or an area having been annexed into the city and/or the district, for at least ~~six~~ twelve (12) consecutive months; (vi) not be delinquent on any indebtedness to the city; and (vii) meet all other qualifications for eligibility set forth in the Texas Election Code. No city employee shall be eligible to file for election as a member of the Council; and no candidate for mayor or Council shall hold any other elective public office, or any paid appointive office of the city.

(b) For Office Holders.

If the Mayor or any councilmember becomes delinquent in any indebtedness to the City, the city chief financial officer shall inform the City Secretary who shall then inform the delinquent mayor or councilmember, within seventy-two hours of receiving such notice. If the indebtedness is not paid by the close of regular business hours on the date of the second regular Council meeting after notice is given by the City Secretary, the Council shall cause the matter to be placed on the agenda and shall declare the office then held by the delinquent mayor or councilmember to be vacant. Further, the Mayor or councilmember must resign before filing for any other public office, other than the position then held as mayor or councilmember, unless the election for such other office is scheduled to be held after the expiration of his/her term of office.

Rationale: This will clarify which provisions are for candidates and which are for office holders. This also increases the residency requirement for candidates, from six (6) to twelve (12) consecutive months

6. Commission Recommendation, Revise Article III. – Elections, Section 2 – Filing for office.

Candidates filing for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, an application for a place on the ballot must be filed not later than 5 p.m. of the 62nd day before election day. An application may not be filed earlier than the 30th day before the date of the filing deadline. ~~applications for a place on the ballot shall be filed not later than close of regular business hours of the 62nd day before election day and not earlier than the 30th day before the date of the filing deadline.~~ All applications shall designate the office sought. It shall be the duty of the City Secretary to place the name of all qualified candidates, making timely application, on the official ballot.

Rationale: This makes the application timeline clearer by rephrasing the language to track the statute, without changing the timeline.

7. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 6 – Commencement of proceedings.

(a) A qualified voter may commence an initiative or referendum proceeding by filing with the City Secretary the complete form of a petition proposed to be circulated, including signature pages, together with a copy of the full text of the initiative ordinance, or the ordinance to be reconsidered. The ordinance set forth with the petition shall be complete and in the proper form, including the caption. The petition may consist of one (1) or more copies, but each copy must include signature pages and the full text of the initiative ordinance, or the ordinance to be reconsidered.

(b) The City Secretary shall place the time and date on the petition and documents when filed, examine the filing for sufficiency as to form and place the time and date of the certification for circulation on such petition and documents. The City Secretary shall provide a certified copy of such filing as certified for circulation to the person presenting same, the City Manager and the City Secretary, and file a copy of such certified documents and petition in the archives of the city.

(c) When filed, each paper of a petition shall have attached to it an affidavit executed by the circulator thereof stating that they personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in their presence, that they believe them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(d) The circulated petition(s) must be returned and refiled with the City Secretary within ninety (90) days after the date the petition is certified for circulation. Signatures obtained prior to the date of such certification shall be invalid and a petition returned after the expiration of ninety (90) days shall not be considered.

Rationale: The addition of paragraph (c) ensures that all signatures were obtained in the proper manner. Additional grammatical changes made that do not change the meaning of the section.

8. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 7 – Examination and sufficiency.

If the petition is certified as insufficient due to the disqualification or invalidity of signatures, the petitioner shall have fourteen (14) days following the date the number of signatures is found insufficient to file a one supplementary petition with additional signatures sufficient in number to equal the required number of signatures. Upon the

supplementary petitions being timely filed, the City Secretary shall have seven (7) days from the date ~~such~~ the supplementary petition is filed to certify the petition as sufficient or insufficient.

Rationale: This clarifies the number of supplementary petitions that can be filed (1) and makes other necessary grammatical changes that do not change the meaning of the section.

9. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 9 – Action on petition.

(a) Within thirty (30) days after the date an initiative petition has been certified to the Council as sufficient, the Council shall request a formal legal opinion from the City Attorney on the legality of the proposed ordinance. If the City Attorney issues a written opinion that the proposed ordinance is clearly and facially invalid, the Council shall not be required to call an election on such initiative. Otherwise, within forty-five (45) days after an initiative or referendum petition has been certified to the Council as sufficient, the Council shall:

- (~~a~~) Adopt the proposed initiative ordinance without any change in substance; or
- (~~b~~) Repeal the referred ordinance; or
- (~~c~~) Call an election on the proposed or referred ordinance.

(b) The election on a proposed or referred ordinance shall be held on the next available uniform election date after the date of the Council's action and for which notice may be timely given in compliance with state law and this charter. Such election may coincide with a regular city election should such election fall within the specified time. However, special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months and no ordinance substantially the same as a defeated initiative ordinance shall be adopted by the Council or initiated within two (2) years after the date of the election. No referred ordinance repealed at an election may be readopted by the Council within two (2) years from the date of the election at which such ordinance was repealed. Copies of the proposed or referred ordinances shall be made available at each polling place.

(c) An initiative or referendum petition may be withdrawn at any time prior to the 20th day preceding the day scheduled for a vote of the City by filing with the City Secretary a request for withdrawal signed by at least four individuals who signed the

petition. Upon filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Rationale: This provides guidelines for the withdrawal of a petition and renumbers the section accordingly.

10. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 11 – Power of Recall.

The people of the city reserve the power to recall any elected city officer and may exercise the power by filing with the City Secretary a petition signed by qualified voters of the city equal in number to at least twenty percent (20%) of the number of votes cast in the last general city election, or 200 registered voters, whichever number is greater, with at least twenty-five (25) percent of those signatures being from the district from which the Council member is elected if the councilmember represents a specific district, demanding the removal of the elected officer. The petition shall state the reason for the recall and shall be signed and verified as required for an initiative petition and shall include the additional requirement that the bottom of each page of the petition shall contain the original signature of the presenter of the petition. A separate petition must be filed for each officer being recalled. If the Council orders a recall election for any member, such election shall be held in the manner provided in this Article. Notwithstanding, any other provision of this Article, if the officer being recalled is elected from a single member district, only the voters residing in that district can vote in that recall election.

Rationale: This provides language requiring a percentage of signatures required for recall of any elected City official that represents a specific district, and not “at large” or the Mayor.

11. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 12 – Recall election.

The provisions regulating examination, certification, and amendment of initiative petitions shall apply to recall petitions. If the City Secretary certifies the petition as sufficient, the City Council shall, at the first meeting for which timely notice may be given, order a special election to be held at the earliest time permitted by this charter and state law, to determine whether the officer shall be recalled. If a majority of votes cast at a recall election be for the recall of the officer, the office shall be ~~vacant~~ declared vacant and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies. A Council member thus removed shall not be a candidate to succeed himself or herself in an election called to fill the vacancy thereby created nor shall such elected official's name appear on a ballot for elective office of the City within a period of two (2) years following the date of the election at which such elected official was removed from office.

Rationale: To provide clarification for vacancies and the filling of such vacancies.

12. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 13 – Limitation on recall.

No recall petition shall be filed against an officer within six (6) months after taking office; no officer shall be subjected to more than one (1) recall election during a term of office; and no officer shall be recalled at an election held less than ~~three~~ six (36) months prior to the expiration of the term of office being served by such officer.

Rationale: This increases the recall timeframe from three (3) to six (6) months before the expiration of the term.

13. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 14 – Failure of City Council to call an election.

If the City Secretary shall certify the petition as sufficient and the City Council shall fail or refuse to order such recall election, or to discharge any other duty imposed upon the Council with reference to the recall, then any citizen ~~of the city~~ who signed the petition may file suit in the district courts to compel and order the Council ~~to order the election to carry out the provisions of the recall election~~.

Rationale: This clarifies the wording without changing the meaning.

14. Commission Recommendation, Revise Article V. – Administrative Services, Section 2 – Term and Salary of City Manager.

The City Council may employ the services of a City Manager by contractual agreement. The City Manager, nonetheless, may be removed by a vote of at least four (4) members of the Council. The action of the Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the Council. ~~In case of the absence or disability of the City Manager, the Council may designate some qualified person to perform the duties of the office during such absence or disability.~~ The City Manager shall receive such compensation as may be fixed by the Council.

Rationale: This removes the language pertaining to the designation of person to perform City Manager duties, as this is addressed in the next section.

15. Commission Recommendation, Revise Article V. – Administrative Services, Section 3 – Powers and Duties of the City Manager.

The City Manager shall be responsible to the Council for the proper administration of all the affairs of the City and to that end shall have the power and be required to:

(a) ~~The City Manager may hire~~ Hire, appoint, and terminate department heads not specifically appointed by the Council ~~only~~ with the advice and consent of City Council. All other employees will be hired, employed, assigned, and terminated by the City Manager in accordance with procedures delineated in the personnel policies manual;

(b) Prepare the budget annually and submit it to the Council, and be responsible for its administration after adoption;

(c) Prepare and submit to the Council as of the end of each month a complete report on the finances and administrative activities of the city for the previous month and the year to date;

(d) Keep the Council advised of the financial condition and future needs of the city and make such recommendations as may seem desirable;

(e) ~~The City Manager shall present~~ Present the Council with an inventory of all city-owned property and equipment, including real property, at the time he/she presents his/her annual budget message. In order to meet this requirement, he/she shall cause to be established an event-oriented inventory management system and will cause a physical inventory to be made of all property at least once every two (2) years;

(f) As a part of the annual budget message to Council the City Manager shall provide the Council with a written status report on all franchises granted by the city. The report shall address any problem areas and the annual revenues received from each franchise holder;

(g) Perform such duties as may be prescribed by this Charter or may be required of him/her by the Council not inconsistent with this Charter; and

(h) In the absence of an Assistant City Manager, the City Manager shall designate, by letter filed with the City Secretary, a qualified Administrative Officer of the City to perform the duties of City Manager in his/her absence. In the event of long-term disability, resignation, or termination of the City Manager, the Council shall appoint an acting City Manager for the duration of any such disability, or until Council appoints a

permanent City Manager. No member of the City Council shall serve as acting City Manager.

Rationale: This adds language clarifying the position, makes grammatical changes for readability, and adds paragraph (h) pertaining to the City Manager's designation of designee in his/her absence.

16. Commission Recommendation, Revise Article V. – Administrative Services, Section 5 – Chief of Police.

There is hereby created a police department of the City. The police department shall be composed of the Chief of the Police and other officers and employees as the City Council may provide. The jurisdiction of the department shall be the corporate limits of the City, in accordance with state law.

Rationale: This adds language to clarify the existence and composition of the police department.

17. Commission Recommendation, Revise Article V. – Administrative Services, Section 10 – Employee pay plans, personnel policies, etc., and Section 11 – Classified service.

Sec. 10. - Employee pay plans, classification, personnel policies, etc.

The Council shall provide a system for the classification of employees including pay plans and rules for the appointment, promotion, discipline, grievance, administrative review, and dismissal. The rules shall contain policy statements that clarify employees' rights and benefits, such as vacation, sick leave, retirement and insurance. Such classification shall not apply to board members, or other employees or persons appointed by Council under this Charter, or to the police officers covered under Chapter 143 of the Texas Local Government Code.

~~Sec. 11. – Classified service.~~

~~No officer, employee, member of a board or other person, who is to be appointed by the Council under this Charter, shall be included within the classified service of the city, but all other persons in the administrative services of the city shall be included therein unless specifically excluded by the ordinance providing for a system of classified services.~~

Rationale: These two provisions have been combined to provide better clarity and readability.

18. Commission Recommendation, Revise Article V. – Administrative Services, Section 14 – Grossly negligent and fraudulent approval of claims.

Sec. 14. – ~~Grossly negligent and fraudulent approval of claims.~~ Gross negligence and willful or wrongful acts of employees and officers.

~~Each officer and employee of the city shall be responsible for loss or damage sustained by the city as a result of the officer's and/or employee's grossly negligent or fraudulent approval of claims against the city.~~

Duly elected and appointed officers, employees and volunteers of the City shall be protected by the City from actual damages awarded against any such officer, employee or volunteer if the damages result from an act or omission committed while in the course and scope of their office, employment or service, and they arise from a cause of action for negligence. Each officer and employee of the City shall be responsible for loss or damage sustained by the City as a result of the employee or officers willful or wrongful acts or omissions or from acts or omissions constituting gross negligence.

Rationale: This section has been revised for clarification to properly reflect liability of officers and employees.

19. Commission Recommendation, Revise Article VI. – Municipal Court, Section 2 – Judge of the Municipal Court.

The ~~municipal court shall be presided over by a magistrate who shall be known as the~~ judge of the municipal court ~~–He/she~~ shall be ~~elected~~ appointed by a majority of the Council, ~~and~~ shall hold office for a term of two (2) years, and shall receive such salary as may be fixed by Council. The judge shall ~~have been~~ be a resident of Brazoria County for at least one year immediately prior to his/her appointment, possess good moral character and shall have never been convicted of a felony or any crime involving moral turpitude in this or any other state. The Council shall have authority to ~~elect~~ appoint associate judges as are deemed appropriate and necessary by the presiding judge. Associate judges shall be appointed ~~an associate judge of the municipal court~~ in the same manner and with the same qualifications set forth for the presiding judge. ~~The associate judge~~ Associate judges shall have the same duties and responsibilities as the presiding judge and shall serve in the absence of the presiding judge. ~~In the event either the presiding judge or associate judge (if one is so appointed) of the municipal court is unable to act for any reason, the mayor shall act in his/her place until the Council has appointed a replacement.~~ The judge, associate judge, or anyone acting in his/her place shall receive such compensation as may be set by the Council. The Council shall have the power to create and establish additional municipal courts, with the same or separate jurisdictions, and to

~~elect~~ appoint ~~an~~ additional ~~magistrate~~ judges for each court so established, in accordance with state law.

Rationale: This change simplifies the section, deletes excess language, and provides the correct terminology that Council 'appoints' the municipal judges.

20. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 3 – Budget a public record.

Sec. 3. - Budget is a public record.

The budget and all supporting schedules shall be filed with the person performing the duties of City Secretary, submitted to the Council and shall be a public record. ~~The City Manager shall provide copies for distribution to all interested persons.~~ The City Secretary shall make the budget available to all persons.

Rationale: This clarifies the language and updates the practice of from whom and how the budget is made available.

21. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 7 – Vote required for adoption, Section 8 – Date of final adoption, and Section 9 – Approved budget filed with City Secretary.

The budget shall be adopted by the favorable vote of a majority of the members of the Council prior to the beginning of the fiscal year. Should Council fail to so adopt the budget, the existing budget, together with its tax-levying and appropriations ordinances, shall remain in effect for the ensuing year, until such time as the Council passes a budget for the new fiscal year.

Upon adoption, a copy of the budget shall be filed with the City Secretary and a copy of the budget, including the cover page and record vote shall be posted on the City's Internet website, or as otherwise provided by state law.

~~Sec. 8. – Date of final adoption.~~

~~The budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year, and should the Council fail to so adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.~~

~~Sec. 9. – Approved budget filed with City Secretary.~~

~~Upon final adoption, a copy of the budget shall be filed with the City Secretary and as otherwise provided by state law.~~

Rationale: This combines the language of three separate sections into one, deletes excess language, and makes the budget process clearer.

22. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 10 – Budget establishes appropriations.

From the effective date of the budget, the ~~several~~ amounts stated therein as proposed expenditures shall be and become appropriated to the ~~several~~ objects and purposes named therein. Except as provided in this article or state law, no funds of the city shall be expended nor shall any obligation for the expenditure of money be incurred, except pursuant to the annual appropriation ordinance provided by this article. At the close of each fiscal year, any unencumbered balance of any appropriation shall revert to the fund from which appropriated and become available for reappropriation for the next fiscal year. The ~~Council~~ City Manager may transfer any unencumbered appropriated balance or portion thereof from one office, department, or agency to another at any time. The ~~Council~~ City Manager shall have the authority to transfer appropriation balances from one ~~e~~ expenditure account to another within a single office, department, or agency of the city. As part of each fiscal year budget, the ~~City Council~~ City Manager may ~~authorize the City Manager or his designee to~~ transfer appropriation balances from one expenditure account to another within a single office or department within a fund. The City Manager will report to the City Council all inter-departmental or interfund budget transfers ~~he~~ or she has authorized during the fiscal year, or within 60 days after the end of the fiscal year, according to Council requirements.

Rationale: The revised language clarifies the City's actual practice.

23. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 14 – Estimated expenditures shall not exceed estimated resources.

The total estimated expenditures of all fund types shall not exceed the total estimated resources of each fund (prospective ~~income~~ revenue or resources plus cash on hand). The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the Governmental Accounting Standards Board (or its successor agency/entity) or some other nationally accepted classification.

Rationale: This simply changes the word “income” to “revenue or resources,” which is a more accurate explanation, as cities do not earn income.

24. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 15 – Annual audited financial report.

At the close of each fiscal year, and at such other times as it may deem necessary, the Council shall cause an independent audit to be made of all accounts of the City by a certified public accounting firm, recommended by the City Manager or finance department with the approval of the Council. The certified public accounting firm so selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The certified public accounting firm shall perform the audit in accordance with accounting and auditing standards generally accepted in the United States of America and the Governmental Accounting Standards Board. Upon completion of the annual audit, and within thirty (30) days of Council acceptance of the annual audit, the combined balance sheet thereof shall be published in the official newspaper of the City of Alvin, or as otherwise provided by state law ~~within thirty (30) days of Council acceptance of the annual audit.~~ Copies of all audits shall be placed on file in the finance department offices ~~of the chief financial officer~~ and the City Secretary.

Rationale: This clarifies the language and rephrases without changing the meaning.

25. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 30 – Joint tax administration agreements; tax department; assessment, collection procedures.

The City Council shall have the power to enter into contracts and agreements for joint tax administration services between the city and other governmental agencies, and to establish a tax department, and tax assessment and collection procedures in connection therewith, in accordance with law. Upon receipt of the certified approval roll, steps required by the Property Tax Code shall be taken concerning the effective tax rate. The City may appraise and assess properties only if granted that right by future legislation. The ~~City Manager~~ City shall take aggressive action to collect delinquent taxes and shall provide each councilmember with a copy of the delinquent tax roll at a regular Council meeting each July. A copy of the delinquent tax roll shall be made available for public inspection in the City Secretary's office.

Rationale: This updates to current City practice as the City contracts with Brazoria County Tax Assessor to collect City taxes, thus the City Manager does not collect taxes, or take action himself to collect delinquent taxes.

26. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 30 – Joint tax administration agreements; tax department; assessment, collection procedures.

The City Council shall have the power to enter into contracts and agreements for joint tax administration services between the City and other governmental agencies, and to establish a tax department, and tax assessment and collection procedures in connection therewith, in accordance with law. Upon receipt of the certified ~~approval~~ appraisal roll, steps required by the Property Tax Code shall be taken concerning the ~~effective tax rate~~ no new revenue tax rate. The City may appraise and assess properties only if granted that right by future legislation. The City Manager shall take aggressive action to collect delinquent taxes and shall provide each councilmember with a copy of the delinquent tax roll at a regular Council meeting each July. A copy of the delinquent tax roll shall be made available for public inspection in the City Secretary's office.

Rationale: This corrects the word “approval” with the correct term “appraisal,” and updates “effective tax rate” with “no new revenue tax rate,” in accordance with the changes to the Texas Tax Code.

27. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 31 – Department of Finance.

Sec. 31. - Department of Finance.

There shall be a department of finance, headed by the ~~Chief Financial Officer~~ Director of Administrative Services, who will report to the City Manager, ~~The chief Financial Officer~~, and who shall administer and supervise all financial affairs of the City and to that end shall have authority and may be required to:

- (a) Have custody of and be responsible for all monies belonging to or under the control of the City or any office, department or agency thereof and shall promptly deposit all such monies in the city depository or depositories;
- (b) Examine all contracts, orders, and other documents by which the City government incurs financial obligations, having previously ascertained that money has been appropriated and allotted and will be available when the obligation becomes due and payable;
- (c) Prescribe the forms of receipts, vouchers, bills, claims and bookkeeping procedures to be used by all offices, departments, and agencies of the City;

- (d) Audit and approve before payment all bills, invoices, payrolls, and other evidence of claims, demands or charges against the city. The ~~Chief Financial Officer~~ Director shall, when it is deemed necessary, seek the written advice of the City Attorney in order to determine the regularity, legality, and correctness of such claims, demands, or charges, prior to presentation of the same to the Council for approval;
- (e) Submit to the Council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city as prescribed by ordinance at Council's request but not less than quarterly;
- (f) Publish in the official newspaper of the city a financial statement of the financial condition of the city, including the status of all general and special accounts, and bonded and other indebtedness of the city in the form and as often as a majority of the councilmembers qualified and serving may require, but at least once each fiscal year. The publication required by section 15 of this article shall constitute compliance with this Charter for purposes of the annual audit. Audits other than annually shall be on a noncertified basis. Prior to publication, the financial report shall be submitted to the Council for acceptance or rejection. Such acceptance or rejection must be made at a regular meeting of the Council and the results shall be made a matter of record and shall be reflected on the report when published as above provided. One or more copies of such report shall be made available for public inspection in the offices of the City Secretary during normal office hours;
- (g) Invest all funds deemed in excess of current needs in the manner authorized by the laws of the State of Texas; current needs are hereby defined as expenditures to be made within a given ninety (90) day period;
- (h) Have custody of all investments in investor funds of the city, or in the possession of the city in a fiduciary capacity and have the safe-keeping of all bonds and notes of the city and the receipt and delivery of city bonds, warrants, and notes for transfer, registration or exchange. The ~~Chief Financial Officer~~ Director shall be responsible for the disposition of redeemed, paid and canceled bonds, warrants and notes;
- (i) Maintain a general accounting system for the city government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department, and agency; keep separate accounts for the items of appropriations contained in the city budget, each of which account shall show the amount of the appropriations, the amount paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending office, department,

or agency of the city to be made daily or at such intervals as the [Director](#) may deem ~~expedient~~ [necessary](#); and

(j) Pay no claim against the City unless it is evidenced by bill or voucher submitted and approved by the head of the department for which the indebtedness was incurred.

Rationale: To update the position title of Chief Financial Officer to Director of Administrative Services reflecting the change in the Fiscal Year 2021 budget. To simply and make language more concise, and to replace the word “expedient” with the more appropriate term “necessary.” [“Expedient” can mean, “convenient and practical although possibly improper or immoral.”]

28. Commission Recommendation, Revise Article VIII. – Municipal Planning, Section 3 – Vacancies.

Vacancies occurring in the Commission shall be filled within thirty (30) days by the Council for the remainder of the unexpired term. Membership shall be accompanied by active participation in the activities of the Commission ~~and any member who is absent from three (3) consecutive regular meetings shall automatically be dropped from membership without an acceptable explanation to a majority of the Commission.~~ [Any Commissioner who is absent from three \(3\) consecutive regular meetings without an acceptable explanation to a majority of the Commission, shall be deemed to have resigned their position on the Commission.](#)

Rationale: Rephrasing for readability and to be more concise.

29. Commission Recommendation, Revise Article VIII. – Municipal Planning, Section 5 – Powers and Duties.

The Commission shall have the power and be required to:

- (a) Be responsible to and act as an advisory body to the Council;
- (b) Submit findings and recommendations to the Council concerning the making, amending, extending and adding to a master plan for the physical development of the city;
- (c) Review all plans for platting or subdividing of land within the city and within adjacent areas as permitted by law and submit findings and recommendations to the Council;

(d) Approve amending plats, minor plats, or replats involving four (4) or fewer lots fronting an existing street, that do not require the creation of any new street or extension of municipal facilities.

(e) Submit annually to the City Council, not later than April first, a list of recommended capital improvements found necessary or desirable for each of the next three (3) budget years; and

(f) Perform such other duties and be vested with such other powers as the Council may prescribe in accordance with the laws of the State of Texas.

Rationale: The addition of paragraph (d) will allow the Planning Commission to review these plats, in accordance with State Law, Section 212.0065 of the Texas Local Government Code.

30. Commission Recommendation, Revise Article VIII. – Municipal Planning, Section 6 – Zoning and land use agency, and Section 7 – Adoption of Zoning Ordinance.

~~Sec. 6. – Zoning and land use agency.
Consistent with all applicable federal and state laws regulating land use, development and environmental protection, the city council shall:
(a) Designate an agency or agencies to carry out the planning function and such decision- making responsibilities as may be specified by ordinance; and
(b) Adopt a comprehensive plan that determines when and to what extent zoning ordinances and land use control ordinances are implemented consistent with such plan; and
(c) Adopt development regulations, to be specified in ordinances, which implement the zoning and land use controls of the plan.~~

~~Sec. 7. — Adoption of zoning ordinance.
The City of Alvin shall have the power to adopt a zoning ordinance only after (a) allowing a six month waiting period after publication of any proposed ordinance and map(s) for public hearing and debate, and (b) holding a binding referendum at a regularly scheduled election.
Any existing ordinance is hereby repealed.~~

Rationale: This language is unnecessary as the City does not have zoning nor is it required if the City approves zoning in the future. Chapter 211 of the Texas Local Government Code law provides how a city adopts zoning; thus, this language is unnecessary. These changes were also presented to the voters in 2017 but did not pass.

31. Commission Recommendation, Revise Article IX. – Parks and Recreation, Section 1 – Parks and Recreation Board created; composition; qualifications; compensation of members

Sec. 1. - Parks and Recreation Board ~~created; composition; qualifications; compensation of members.~~

~~There is hereby created~~ City Council shall appoint a Parks and Recreation Board for the city, which shall be composed of not less than seven (7) persons and not more than nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. ~~Members of the parks and recreation board shall be such persons who are known to be interested in leisure time of the people of the city.~~ The City Manager shall be an ex officio member of the Board. The members of the Parks and Recreation Board shall serve without compensation.

Rationale: To simplify and remove unnecessary language, and to reflect that Board members are appointed by Council.

32. Commission Recommendation, Revise Article IX. – Parks and Recreation, Section 4 – Duties of Board generally

Sec. 4. - Duties of Board ~~generally.~~

The Parks and Recreation Board shall be an advisory body and shall act only in an advisory capacity to the City Council. The Board shall advise and make recommendations to the City Council concerning the acquisition, development, improvement, equipment and maintenance of all parks, public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits, by March 1st of each year. ~~It shall be the duty of the board, subject to such organizations and activities as the board may itself establish internally, to advise the City Council concerning the future development of public parks, playgrounds and recreational facilities for the city, to study and recommend the purchase of additional lands and sites for parks, playgrounds and recreational facilities, and further to advise the City Council concerning improvements in the maintenance, operation and general welfare of existing public parks, playgrounds and recreational facilities and the use of the same by the public.~~ With reference to the development of new parks and playgrounds, it shall be the duty of the board to outline the general plan of development, including landscaping, roads, trails, buildings and equipment, which plan shall be submitted to the City Manager for detailed development, after which such plan shall be submitted to the City Council for adoption or change in at the discretion of the City Council. ~~The parks and recreation board shall make~~

~~recommendations to the City Council for the improvement and betterment of public parks and recreational facilities by March first of each year.~~

Rationale: This change enhances the readability, simplifies the section, and deletes excess language.

33. Commission Recommendation, Revise Article IX. – Parks and Recreation, Section 5 – Vacancies.

Vacancies occurring on the board shall be filled within thirty (30) days by the Council for the remainder of the unexpired term. Membership shall be accompanied by active participation in the activities of the board. Any board member who is absent from three (3) consecutive regular meetings without an acceptable explanation to a majority of the Board, shall be deemed to have resigned their position on the Board.

Rationale: This clarifies the language pertaining to absences without changing the intent.

34. Commission Recommendation, Revise Article X. – Franchises and Public Utilities, Section 5 – Regulation of Rates.

To the extent not inconsistent with applicable federal or state law, the Council shall have full power, after notice and hearing, to regulate by ordinance the rates of every public utility operating in the city, provided that no such ordinance shall be passed on an emergency measure; shall have the power to employ expert advice and assistance in determining a reasonable rate and equitable profit to the public utility; and shall have the power to require within the franchise grant, or any extension or renewal thereof, or as a condition precedent to any hearing concerning rates and service of any public utility operating within the city, that the movant seeking the rate or service change pay the City's reasonable costs of legal and consulting services. ~~of the service of a rate consultant chosen by the Council.~~

Rationale: To clarify language, recommended by the City's utility rate counsel.

35. Commission Recommendation, Revise Article XI. – General Provisions, Section 16 – Charter Review Commission

The Charter Review Commission shall submit its report to the Council within six (6) months of the date of its appointment by the Council. The Council shall receive and have published in the official newspaper of the city, or in accordance with state law, any report presented by the Charter Review Commission, shall consider any recommendations made and, if any amendment or amendments be presented as a part

of such report, may order such to be submitted to the voters of the city in the manner provided by the applicable statute of the State of Texas.

Rationale: To provide language allowing for changes in publication requirements in accordance with state law.

36. Commission Recommendation, Revise Article XI. – General Provisions, Section 17 – Submission of Charter to electors.

Sec. 17. - Submission of [Original](#) Charter to electors.

The [1962](#) Charter Commission finds and declares that in the submission of this Charter to the voters it would be impracticable to segregate each subject for a separate vote thereon, for the reason that the Charter is so constructed that in order to enable it to function it is necessary that it be adopted in its entirety. The Charter Commission, therefore, directs that this Charter be voted on as a whole, and that it be submitted to the qualified voters of the City of Alvin at an election to be held for that purpose on the twenty-third day of February, 1963. If said Charter is approved by a majority of the qualified voters voting at said election, it shall become the Charter of the City of Alvin upon the entering upon the city records by the Council of an official order declaring the adoption of the Charter.

Rationale: To clarify that this section pertains to the adoption of the original Charter.

V. Other Recommendations from the Commission

Both the 2012 and 2016 Commissions recommended Council consider a total rewrite of the Charter. To that end, the 2016 Commission made numerous changes, and over 50 charter amendments were ultimately presented to the voters. As the Charter was initially written over than 50 years ago, it has had numerous piecemeal revisions, additions, and deletions over the years, which make the Charter somewhat difficult to read.

Article XI. – General Provisions, Section 13 of the Charter provides:

In order to preserve unity, the Council shall have the power, by ordinance, to renumber and rearrange all articles, sections and paragraphs of this Charter or any amendments thereto, and upon the passage of any such ordinance, a copy thereof, certified by the City Manager, shall be forwarded to the secretary of state for filing.

Members of this Commission, along with the City Attorney, have agreed to volunteer to rearrange and renumber the Charter after the May 2021 election, should Council be so inclined.

VI. Conclusion

The Charter Review Commission wishes to thank the City staff for their help in the charter review/discussions and the Alvin City Council for opportunity to serve them and the residents of Alvin. We have all had a unique experience and hope that this blend of citizenry has met the expectations of the City Council.

As you know, after submission of our report to Council, the Commission shall convene for the sole purpose of meeting with Council to discuss its report. We remain available to assist the Council to further elaborate on these issues.

Submitted by:

2020 Alvin Charter Review Commission:

Lindsey Vaughn, Chair

Beth Nelson, Vice-Chair

Nicole Kelinske, Secretary

Richard Garivey

Cary Perrin

Donna Starkey

Heather Van Dine



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Convention & Visitors Bureau **Contact:** Athlyn Allen, CVB Coordinator

Agenda Item: Discuss and consider Resolution 20-R-35, establishing the Guidelines for Filming in Alvin, Texas; and setting forth other matters related thereto.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Resolution 20-R-35 will establish the creation of Guidelines for Filming in Alvin, Texas, which outline the terms, criteria, and procedure to follow for obtaining the necessary permission, permits, and fees.

The State of Texas Film Commission and film friendly program connects media industry professionals with community liaisons across the state to provide local expertise and production support. Participation in this program provides Texas communities with a network for fostering media production in their municipalities and sends a clear message to media industry professionals that film friendly certified communities are serious about attracting their business.

The adoption of the Film Application Guidelines will allow us to work closely with the film friendly program to market Alvin to media production industries. If Alvin is selected for filming activity, this will help stimulate Alvin's economy by creating jobs for Texas-based crew members and residents as well as spurring on-site spending at local businesses. This type of economic development includes but is not limited to: lodging, catering, transportation, location fees, lumber, construction supplies, local hires and more.

The Department Heads have been able to review and add their input to the Guidelines for Filming in Alvin, Texas. The next steps after the approval of the Guidelines for Filming in Alvin, Texas, are to upload five filming locations to the film friendly website to finalize our certification into the program. Staff and our consultant met, compared several other city submittals, and are focusing on ten locations in the Alvin area that we felt were unique to Alvin, but also fit in with locations film productions are already looking for. Staff recommends approval of the Guidelines for Filming in Alvin, Texas.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 11/23/2020

Supporting documents attached:

- Resolution 19-R-35
- Film Application Guidelines

Recommendation: Move to approve Resolution 20-R-35, establishing the Guidelines for Filming in Alvin, Texas; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 20-R-35

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE GUIDELINES FOR FILMING IN ALVIN, TEXAS; AND SETTING FORTH RELATED MATTERS THERETO.

WHEREAS, the Film Friendly Texas program, established in 2007 is a certification and marketing program administrated by the Texas Film Commission and serves as an invaluable resource that helps position Texas as a premier destination for media production, and

WHEREAS, the media production industries of Texas stimulate local economies by creating jobs for Texas-based crew members and local residents as well as spurring on-site spending at local small businesses, and

WHEREAS, this type of economic development includes but is not limited to lodging, catering, transportation, location fees, lumber, construction supplies, local hires and more, and

WHEREAS, the City of City of Alvin, Texas desires to become a Certified Film Friendly City, to promote our unique location assets, talent, and customer service, and

WHEREAS, the adoption of the Guidelines for Filming in Alvin, Texas will allow the City to work closely with the film friendly program to market Alvin to media production industries, and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov' t Code.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 17th day of December, 2020

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



Guidelines for Filming in Alvin, Texas

I. Purpose

II. City Control / City Manager Authority / City Official

III. Permit Requirements

IV. General Requirements

V. Refund of Application Fees; Transferability; Expiration

VI. Application Fee

VII. Use of City Equipment and Personnel

VIII. Use of City-Owned Real Estate

IX. Vehicles and Equipment

X. Hours of Filming

XI. Notification to Neighbors

XII. Certificate of Insurance

XIII. Damage to Public or Private Property

XIV. Acceptance of Guidelines & Hold Harmless Agreement

Guidelines for Filming in Alvin, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Alvin and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of City of Alvin residents and businesses, and to promote the public health, safety and welfare. The City Manager (which in all references shall include his/her designee), reserves the right to impose additional regulations in the interest of the public health, safety and welfare, or as otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

II. CITY CONTROL/CITY MANAGER AUTHORITY/ CITY OFFICIAL

The City Manager , may authorize the use of any street, right-of-way, park, or public building, equipment, or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of Alvin shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks, and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Public Works) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Alvin, the City Manager, must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Alvin, Texas.

Any commercial producer who desires to undertake a commercial production in Alvin is required to complete and return the attached application for filming to the City Secretary's Office, within the time frames below:

- **Commercials or episodic television:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of fifteen (15) business days prior to the commencement of filming or any substantial activity related to the project.

IV. GENERAL REQUIREMENTS

City of Alvin property may not be used for films of pornography and/or films which promote pornography. In addition, filming which uses pyrotechnics, explosions, and/or automobile or heavy equipment stunts on City of Alvin property must be preapproved by the City Manager, Fire Chief and/or Fire Marshal, and/or the Chief of Police.

If filming exceeds the anticipated time frame, additional fees will be invoiced after completion of the project.

The Applicant understands and acknowledges that the City of Alvin will comply with the Texas Public Information Act in responding to any request for public information pertaining to the film project.

No alcoholic beverages or illegal drugs may be brought onto City of Alvin property. Tobacco products may be used in designated outdoor smoking areas only.

Applicants shall make good faith efforts to make purchases in Alvin and to hire Alvin residents. At least 40% of film crew or employees in need of a place to stay must use lodging within the city limits of Alvin.

The permittee is required to include the City of Alvin in production credits for filming and/or videotaping.

V. REFUND OF APPLICATION FEES; TRANSFERABILITY; EXPIRATION

The Applicant shall not be entitled to a refund of any fees paid for any cause whatsoever. A permit issued shall be deemed personal to the Applicant and shall not be assignable. However, the City Manager may authorize the transfer of the permit from one location or place of business to another after being given ten (10) days' notice of such proposed transfer. The permit shall expire twenty (20) days after the last date of scheduled filming on the application unless an express expiration date is required by the City Manager

VI. APPLICATION FEE

An application processing fee of \$25.00 shall accompany each application for filming in Alvin.

The City Manager may waive this fee upon proof of an organization's non-profit status.

VII. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel (either on or off duty) assigned to the project (whether or not specifically requested by the Applicant). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be based upon the City of Alvin's Fee Ordinance, Chapter 28 of the City of Alvin's Code of Ordinances. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager, may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost of additional on duty or off duty personnel shall be borne entirely by the Applicant.

Off-duty and on-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

VIII. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, or the use of the City of Alvin's name, trademark, and/or logo, and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property, in accordance with the following rate schedule:

<u>Activity</u> <i>Additional fees may be added depending on the filming activity, night filming, and any extra hours needed for filming</i>	<u>Cost per calendar day</u> maximum of 11 hours/day
Total or disruptive use (during regular operating hours) of a public building, park, right-of-way, or public area	\$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250 per day
Total closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$50 per block, per day
Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$25 per block, per day
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50 per block or lot, per day

The Applicant acknowledges and agrees that the City of Alvin, Texas, possesses and retains exclusive authority to grant the Applicant a revocable permit for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

IX. VEHICLES AND EQUIPMENT

The Applicant shall provide the City Manager a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

X. HOURS OF FILMING

Unless Applicant has obtained express written permission from the City Manager and has notified affected property owners, tenants, and residents, filming will be limited to the following hours:

Monday through Friday:	7:00 a.m. to 8:00 p.m.
Saturday:	8:00 a.m. to 9:00 p.m.
Sunday and Holidays:	8:00 a.m. to 6:00 p.m.

Any additional hours outside of the allotted time frame are subject to additional fees from the City. Night filming is allowed, but Applicant must provide the City Manager with at least 72 hours' notice to allow the City to schedule the necessary officials for filming. Applicant understands that any City personnel used for night filming shall be paid overtime and the film company must pay this cost within ten (10) days after the last day of night filming.

XI. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the City Manager of the schedule for the proposed production to the owners, tenants, and residents of each property in the affected

neighborhood(s). The Applicant shall make a good faith effort to notify each affected owner, tenant, and resident of the proposed production, and shall submit, as part of this Application, a report noting the owners, tenants, and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, may grant or deny the filming application.

XII. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid Certificate of Insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Alvin and its agents, officers, elected officials, employees and assigns, as an additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XIII. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XIV. ACCEPTANCE OF GUIDELINES & HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from Applicant's use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the City of Alvin, Texas, and that I and my firm will indemnify and hold harmless the City of Alvin, Texas, and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

Signed: _____

Title: _____

Date: _____

THE CITY OF ALVIN, TEXAS

Application for Commercial Filming

Title of project

Type of production (feature film, television production, commercial, corporate, music video, etc.)

Proposed Filming Locations (attach additional pages, if necessary)

Date(s) of prep/filming

Primary Contact

Name

Cell phone

Email

Location Manager (if different from Primary Contact)

Name

Cell phone

Email

Production Company Information

Name of Production Company

Address

City/State/Zip

Web Site

Primary Contact's Name

Primary Contact's Phone

Primary Contact's Email

Is this production already in contact with the Texas Film Commission? _____

If yes, who is your contact at the Texas Film Commission?

Name: _____

Phone: _____

Email: _____

PRODUCTION (*Attach additional sheets if necessary.*)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals (provide dates and times. Hours should include set-up, holding of sets and restoration):

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of City personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property:

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area uses.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Alvin, Texas, on behalf of the firm.

Applicant (production company representative):

_____ Date: _____

Name

Title

Application approved by Alvin representative:

_____ Date: _____

The "Guidelines for Filming in Alvin, Texas" apply to all motion picture production in Alvin.



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Convention & Visitors Bureau **Contact:** Athlyn Allen, CVB Coordinator

Agenda Item: Discuss and consider Ordinance 20-EE, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances, City of Alvin, Texas, for the purpose of establishing fees associated with the Guidelines for Filming in Alvin, Texas.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: With the adoption of the Guidelines for Filming in Alvin, Texas, the City's fee ordinance has to be updated to reflect the fees associated with this activity. This fee ordinance will establish fees for filming City owned property or on City owned property, as well as for use of City equipment and personnel. These fees are suggested by the Texas Film Commission and are also based on the research of six (6) other film friendly cities' film application fees. Many of the cities follow the suggested rates, and a few cities change the application fee price depending on what works best for them. Staff recommends approval for amending the Chapter 28, Comprehensive Fee Ordinance.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Ordinance 20-EE
- Film Application Guidelines

Recommendation: Move to approve Ord 20-EE, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances, City of Alvin, Texas, for the purpose of establishing fees associated with the Guidelines for Filming in Alvin, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE NO. 20-EE

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ESTABLISHING FEES ASSOCIATED WITH THE FILMING GUIDELINES FOR THE CITY OF ALVIN, TEXAS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended establishing Filming Fees as follows:

Sec. 28-2. In General.

...

Filming Fees

Film Application..... \$25.00
The Applicant shall reimburse the City for inconveniences when using public property, in accordance with the following rate schedule:

<u>Activity</u>	<u>Cost per calendar day</u>
<i>Additional fees may be added depending on the filming activity, night filming, and any extra hours needed for filming</i>	maximum of 11 hours/day
Total or disruptive use (during regular operating hours) of a public building, park, right-of-way, or public area	\$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250 per day
Total closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$50 per block, per day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$25 per block, per day
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50 per block or lot, per day

Off-duty and on-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

...

Section 2. That except as amended herein, all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on first and final reading on the 17th day of December 2020.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



Guidelines for Filming in Alvin, Texas

I. Purpose

II. City Control / City Manager Authority / City Official

III. Permit Requirements

IV. General Requirements

V. Refund of Application Fees; Transferability; Expiration

VI. Application Fee

VII. Use of City Equipment and Personnel

VIII. Use of City-Owned Real Estate

IX. Vehicles and Equipment

X. Hours of Filming

XI. Notification to Neighbors

XII. Certificate of Insurance

XIII. Damage to Public or Private Property

XIV. Acceptance of Guidelines & Hold Harmless Agreement

Guidelines for Filming in Alvin, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within Alvin and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of City of Alvin residents and businesses, and to promote the public health, safety and welfare. The City Manager (which in all references shall include his/her designee), reserves the right to impose additional regulations in the interest of the public health, safety and welfare, or as otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

II. CITY CONTROL/CITY MANAGER AUTHORITY/ CITY OFFICIAL

The City Manager , may authorize the use of any street, right-of-way, park, or public building, equipment, or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of Alvin shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks, and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Public Works) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Alvin, the City Manager, must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Alvin, Texas.

Any commercial producer who desires to undertake a commercial production in Alvin is required to complete and return the attached application for filming to the City Secretary's Office, within the time frames below:

- **Commercials or episodic television:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of fifteen (15) business days prior to the commencement of filming or any substantial activity related to the project.

IV. GENERAL REQUIREMENTS

City of Alvin property may not be used for films of pornography and/or films which promote pornography. In addition, filming which uses pyrotechnics, explosions, and/or automobile or heavy equipment stunts on City of Alvin property must be preapproved by the City Manager, Fire Chief and/or Fire Marshal, and/or the Chief of Police.

If filming exceeds the anticipated time frame, additional fees will be invoiced after completion of the project.

The Applicant understands and acknowledges that the City of Alvin will comply with the Texas Public Information Act in responding to any request for public information pertaining to the film project.

No alcoholic beverages or illegal drugs may be brought onto City of Alvin property. Tobacco products may be used in designated outdoor smoking areas only.

Applicants shall make good faith efforts to make purchases in Alvin and to hire Alvin residents. At least 40% of film crew or employees in need of a place to stay must use lodging within the city limits of Alvin.

The permittee is required to include the City of Alvin in production credits for filming and/or videotaping.

V. REFUND OF APPLICATION FEES; TRANSFERABILITY; EXPIRATION

The Applicant shall not be entitled to a refund of any fees paid for any cause whatsoever. A permit issued shall be deemed personal to the Applicant and shall not be assignable. However, the City Manager may authorize the transfer of the permit from one location or place of business to another after being given ten (10) days' notice of such proposed transfer. The permit shall expire twenty (20) days after the last date of scheduled filming on the application unless an express expiration date is required by the City Manager

VI. APPLICATION FEE

An application processing fee of \$25.00 shall accompany each application for filming in Alvin.

The City Manager may waive this fee upon proof of an organization's non-profit status.

VII. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel (either on or off duty) assigned to the project (whether or not specifically requested by the Applicant). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be based upon the City of Alvin's Fee Ordinance, Chapter 28 of the City of Alvin's Code of Ordinances. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager, may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost of additional on duty or off duty personnel shall be borne entirely by the Applicant.

Off-duty and on-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

VIII. USE OF CITY-OWNED REAL ESTATE

The City Manager may authorize the use of any street, right-of-way, park or public building, or the use of the City of Alvin's name, trademark, and/or logo, and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property, in accordance with the following rate schedule:

<u>Activity</u> <i>Additional fees may be added depending on the filming activity, night filming, and any extra hours needed for filming</i>	<u>Cost per calendar day</u> maximum of 11 hours/day
Total or disruptive use (during regular operating hours) of a public building, park, right-of-way, or public area	\$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250 per day
Total closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$50 per block, per day
Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking	\$25 per block, per day
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50 per block or lot, per day

The Applicant acknowledges and agrees that the City of Alvin, Texas, possesses and retains exclusive authority to grant the Applicant a revocable permit for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

IX. VEHICLES AND EQUIPMENT

The Applicant shall provide the City Manager a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

X. HOURS OF FILMING

Unless Applicant has obtained express written permission from the City Manager and has notified affected property owners, tenants, and residents, filming will be limited to the following hours:

Monday through Friday:	7:00 a.m. to 8:00 p.m.
Saturday:	8:00 a.m. to 9:00 p.m.
Sunday and Holidays:	8:00 a.m. to 6:00 p.m.

Any additional hours outside of the allotted time frame are subject to additional fees from the City. Night filming is allowed, but Applicant must provide the City Manager with at least 72 hours' notice to allow the City to schedule the necessary officials for filming. Applicant understands that any City personnel used for night filming shall be paid overtime and the film company must pay this cost within ten (10) days after the last day of night filming.

XI. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the City Manager of the schedule for the proposed production to the owners, tenants, and residents of each property in the affected

neighborhood(s). The Applicant shall make a good faith effort to notify each affected owner, tenant, and resident of the proposed production, and shall submit, as part of this Application, a report noting the owners, tenants, and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, may grant or deny the filming application.

XII. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid Certificate of Insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Alvin and its agents, officers, elected officials, employees and assigns, as an additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XIII. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XIV. ACCEPTANCE OF GUIDELINES & HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from Applicant's use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the City of Alvin, Texas, and that I and my firm will indemnify and hold harmless the City of Alvin, Texas, and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

Signed: _____

Title: _____

Date: _____

THE CITY OF ALVIN, TEXAS

Application for Commercial Filming

Title of project

Type of production (feature film, television production, commercial, corporate, music video, etc.)

Proposed Filming Locations (attach additional pages, if necessary)

Date(s) of prep/filming

Primary Contact

Name

Cell phone

Email

Location Manager (if different from Primary Contact)

Name

Cell phone

Email

Production Company Information

Name of Production Company

Address

City/State/Zip

Web Site

Primary Contact's Name

Primary Contact's Phone

Primary Contact's Email

Is this production already in contact with the Texas Film Commission? _____

If yes, who is your contact at the Texas Film Commission?

Name: _____

Phone: _____

Email: _____

PRODUCTION (*Attach additional sheets if necessary.*)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals (provide dates and times. Hours should include set-up, holding of sets and restoration):

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of City personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property:

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area uses.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Alvin, Texas, on behalf of the firm.

Applicant (production company representative):

_____ Date: _____

Name

Title

Application approved by Alvin representative:

_____ Date: _____

The "Guidelines for Filming in Alvin, Texas" apply to all motion picture production in Alvin.



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Discuss and consider Resolution 20-R-32, for the re-appointment of Directors on the Kendall Lakes TIRZ Board and Authority Board for even numbered positions #2, #6, and #8, from December 31, 2020 to December 31, 2022; the appointment even number position #4 from December 31, 2020 to December 31, 2022, the appointment odd number position #5 from December 31, 2020 to December 20, 2021; and reappoint Ricky Kubeczka as the chairman.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. TIRZ board members serve staggered even and odd year terms. Those positions up for re-appointment are Position #2 held by Armando Cespedes, Position #4 held by Vicki Ennis, Position #6 held by Scott Salter, and Position #8 held by Tom Stansel. Position #5 is vacant, and Cathy Fontenot is willing to fill the term ending December 31, 2021. Vicki Ennis is resigning from Position #4 and Sussie Sutton is willing to fill the term ending December 31, 2022. The Chair of both the Board and Authority is Ricky Kubeczka, and this position is reappointed each year. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2022, appoint Sussie Sutton to Position #4, appoint Cathy Fontenot to Position #5, and to reappoint Ricky Kubeczka as the Chair of both the TIRZ and Authority Boards.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Resolution 20-R-32
- List of board members and their terms as of December 2, 2020.

Recommendation: Move to approve Resolution 20-R-32, re-appointing Position #2 held by Armando Cespedes, Position #6 held by Scott Salter, Position #8 held by Tom Stansel, appoint Sussie Sutton to Position #4 to the Kendall Lake TIRZ Board and Authority who's terms will expire December 31, 2022; appointing Cathy Fontenot to the vacant Position #5, who's term will expire December 31, 2021; and to reappoint Ricky Kubeczka as Chair of both the TIRZ and the Authority Board.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 20-R- 32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE REAPPOINTMENT OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS, AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR TERMS EXPIRING DECEMBER 31, 2022; REAPPOINTING RICKY KUBECZKA AS THE CHAIR THROUGH DECEMBER 31, 2021; REAPPOINTING ARMANDO CESPEDES TO POSITION #2, COTT SALTER TO POSITION #6, AND TOM STANSEL TO POSITION #8, WHO'S TERMS WILL EXPIRE DECEMBER 31, 2022; APPOINTING SUSSIE SUTTON TO POSITION #4, WHO'S TERM WILL EXPIRE DECEMBER 31, 2022; AND APPOINTING CATHY FONTENOT TO THE VACANT POSITION #5, WHICH TERM IS TO EXPIRE DECEMBER 31, 2021; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas ("Zone No. 2") under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members, being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units have not appointed a director by January 15, 2005, which, in such case, the City Council shall be entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified persons listed below for appointment to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position Nine, Ricky Kubeczka, to serve as Chair of the Board of Directors for the duration listed below;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ALVIN:**

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in Zone No. 2.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Position</u>	<u>Term Expires</u>
Armando Cespedes 1215 Victory Lane Alvin, Texas 77511	Two	December 31, 2022
Sussie Sutton 758 Dezo Street Alvin, Texas 77511	Four	December 31, 2022
Cathy Fontenot 4407 Stansel Drive Alvin, Texas 77511	Five	December 31, 2021
Scott Salter 2210 Louise Street Alvin, Texas 77511	Six	December 31, 2022
Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Eight	December 31, 2022

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Ricky Kubeczka as the Chair of the Board of Directors of Zone No. 2 and shall serve in such position until December 31, 2021 or until a successor is appointed and qualified.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 17th day of December 2020.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Alvin TIRZ 2/ Kendall Lakes Redevelopment Authority

Board of Directors

as of December 2, 2020

Nominator	Director	Board Position	Term Expires
Mayor	POSITION # 1 (Term: 2 Year) Lindsey Vaughn 1217 South Bend Drive Alvin, Texas 77511		12/31/2021
District C	POSITION # 2 (Term: 2 Year) Armando Cespedes 1215 Victory Ln. Alvin, Texas 77511	Asst Secretary	12/31/2020
District A	POSITION # 3 (Term: 2 Year) Alfred Froberg 3601 West Highway 6 Alvin, TX 77511		12/31/2021
District B	POSITION # 4 (Term: 2 Year) Vicki Ennis 802 S Hill Alvin, Texas 77511		12/31/2020
At Large 1	POSITION # 5 (Term: 2 Year) VACANT Alvin, Texas 77511		12/31/2021
District D	POSITION # 6 (Term: 2 Year) Scott Salter 2210 Louise St. Alvin, Texas 77511	Vice-Chair	12/31/2020

Alvin TIRZ 2 / Kendall Lakes Redevelopment Authority

Board of Directors

as of December 2, 2020

Nominator	Director	Board Position	Term Expires
District E	POSITION # 7 (Term: 2 Year) Ron Mercer 1517 Highland Dr. Alvin, Texas 77511		12/31/2021
At Large 2	POSITION # 8 (Term: 2 Year) Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Secretary	12/31/2020
Developer	POSITION # 9 (Term: 2 Year) Ricky Kubeczka Term: 1 Year P.O. Box 863 Alvin, Texas 77512-0863	Chair	12/31/2021 12/31/2020



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider an award of bid to Harper Brothers Construction, LLC., for the 54-Inch Eastside Interceptor Project in an amount not to exceed \$16,044,021.84; and authorize the City Manager to sign the contract upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On November 17, 2020, bids were opened for the 54-Inch Eastside Interceptor Project, and Harper Brothers Construction, LLC. was the qualified low bidder. Freese and Nichols, the City's consultant that designed the project, reviewed all bids that were received and has recommended Harper Brothers Construction, LLC. for this project.

Engineer's Project Estimate: \$16,798,645

Contract Amount: \$ 15,280,020.80 (Base Bid and Alternate Bid Items)

5% Contingency: \$ 764,001.04

Total Amount: \$ 16,044,021.84

This project consists of the installation of approximately 16,400 linear feet of 54-inch sanitary sewer trunk main line from Bypass 35 to the existing Wastewater Treatment Plant. This new line will replace the existing fifty plus year old 27-inch and 33-inch sanitary sewer trunk main lines and add needed capacity to the system. The alternate bid items will allow for consolidation of a lift station, include additional pavement replacement along the pipe alignment, and include additional sanitary sewer rehab adjacent to the new line. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. \$16,399,450 of Water & Sewer Revenue bonds were previously issued by city council to fund this project -- \$6,251,200 of the Series 2019 Revenue bonds, issued and approved on May 16, 2019; and \$10,148,250 of the Series 2020 Revenue bonds, issued and approved on October 15, 2020.

The project is scheduled to start in January 2021 and has a construction time of 540 calendar days.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: Funds 237 & 238 **Amount:** \$16,044,021.84 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Freese and Nichols Recommendation Letter
- Bid Tabulation
- Proposal

Recommendation: Move to award a bid to Harper Brothers Construction, LLC., for the 54-Inch Eastside Interceptor Project in an amount not to exceed \$16,044,021.84; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

12/7/2020

Ms. Michelle Segovia, P.E.
City of Alvin City Engineer
1100 W. Highway 6
Alvin, TX 77511

RE: 54" Eastside Interceptor Recommendation of Award

Dear Michelle:

On Tuesday, November 17, 2020 at 2:00 p.m., the City of Alvin received five bids for the 54" Eastside Interceptor Project where the bids were opened and read aloud. Listed below is a tabular summary of the base bids and bid alternates received. One bid was incomplete and was therefore rejected. We have also attached a copy of the bid tabulation for your reference.

	Harper Brothers Construction LLC	Triple B Services, LLP	Main Lane Industries, Ltd.	SJ Louis Construction of Texas	Freese & Nichols OPCC ¹
Base Bid	\$13,791,191.20	\$14,475,091.00	\$15,422,390.00	\$24,471,393.64	\$15,187,364.50
Base Bid + Alternates	\$15,280,020.80	\$16,313,880.50	\$16,682,045.00	\$25,967,691.74	\$16,798,644.50

¹ OPCC = Opinion of Probable Construction Cost

The project was bid with several alternates which allow the City to consolidate a lift station, include additional pavement replacement along the pipe alignment, and include additional sanitary sewer rehab adjacent to the project. Freese and Nichols recommends awarding the project with all the included alternates.

Based on bids provided, references checked, and our past experience, Freese and Nichols recommends awarding the 54" Eastside Interceptor Project construction contract to Harper Brothers Construction, LLC. including the alternates in the amount of \$15,280,020.80. Freese and Nichols' past experience and the experience of the references checked with Harper Brothers Construction, LLC. have all been positive regarding their ability to perform this type of work.

Please call me at (832) 456-4745 if you have any questions. Thank you.

Sincerely,
Freese and Nichols, Inc.



Jared Barber, P.E.
Project Manager

Attachments: *Bid Tabulation*

12/7/2020

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Owner: City of Alvin
Engineer: Freese and Nichols, Inc.
Bid # B-21-03
Bid Date: November 17, 2020 at 2:00 p.m.
Title 54" Eastside Interceptor

S.J. Louis Construction of Texas, Ltd.														Freese & Nichols Opinion of Probable Construction Cost	
Harper Brothers Construction, LLC														Triple B Services, LLP	
Main Lane Industries, Ltd.														Ltd.	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section A (Line Items Common for both Base Bid and Alternate Bid)		1		\$13,791,191.20		\$14,475,091.00		\$15,422,390.00		\$24,471,393.64		\$13,806,695.00		
1.1	MOBILIZATION (MAX 3% OF TOTAL CONTRACT)	LS	1	\$390,000.00	\$390,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$600,000.00	\$600,000.00	\$396,800.00	\$396,800.00		
1.2	TRAFFIC CONTROL (INCLUDING BARRIERS, BARRICADES, DETOUR SIGNS, TEMPORARY TRAFFIC CONTROL, TEMPORARY PAVING, ETC)	LS	1	\$60,000.00	\$60,000.00	\$235,000.00	\$235,000.00	\$50,000.00	\$50,000.00	\$137,000.00	\$137,000.00	\$100,000.00	\$100,000.00		
1.3	TRAFFIC CONTROL FLAGGERS	LS	1	\$30,000.00	\$30,000.00	\$120,000.00	\$120,000.00	\$25,000.00	\$25,000.00	\$120,000.00	\$120,000.00	\$25,000.00	\$25,000.00		
1.4	SWPPP IMPLEMENTATION	LS	1	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00		
1.5	SWPPP INLET PROTECTION BARRIERS	EA	27	\$140.00	\$3,780.00	\$55.00	\$1,485.00	\$100.00	\$2,700.00	\$750.00	\$20,250.00	\$100.00	\$2,700.00		
1.6	SWPPP FILTER FABRIC FENCE	LF	26890	\$2.50	\$67,225.00	\$1.50	\$40,335.00	\$1.50	\$40,335.00	\$2.00	\$53,780.00	\$4.00	\$107,560.00		
1.7	SWPPP STABILIZED CONSTRUCTION ACCESS	EA	5	\$1,200.00	\$6,000.00	\$2,555.00	\$12,775.00	\$2,000.00	\$10,000.00	\$3,600.00	\$18,000.00	\$500.00	\$2,500.00		
1.8	SWPPP FILTER DAM	EA	2	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00	\$500.00	\$1,000.00	\$6,000.00	\$12,000.00	\$500.00	\$1,000.00		
1.9	LIVESTOCK TEMPORARY FENCING	LF	1750	\$11.00	\$19,250.00	\$22.85	\$39,987.50	\$3.00	\$5,250.00	\$20.00	\$35,000.00	\$4.00	\$7,000.00		
1.10	REMOVAL AND REPLACEMENT OF CHAIN LINK FENCE WITH 3 STRAND BARBED WIRE	LF	50	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$15.00	\$750.00	\$100.00	\$5,000.00	\$35.00	\$1,750.00		
1.11	REMOVAL AND REPLACEMENT OF BARBED WIRE FENCE	LF	1930	\$15.00	\$28,950.00	\$15.25	\$29,432.50	\$3.00	\$5,790.00	\$25.00	\$48,250.00	\$15.00	\$28,950.00		
1.12	REMOVAL AND REPLACEMENT OF STEEL GATE	LF	30	\$100.00	\$3,000.00	\$85.00	\$2,550.00	\$50.00	\$1,500.00	\$200.00	\$6,000.00	\$120.00	\$3,600.00		
1.13	54-INCH SANITARY SEWER (OPEN CUT) (< 8ft)	LF	40	\$450.00	\$18,000.00	\$385.00	\$15,400.00	\$533.00	\$21,320.00	\$1,030.54	\$41,221.60	\$490.00	\$19,600.00		
1.14	54-INCH SANITARY SEWER (OPEN CUT) (8-10ft)	LF	450	\$450.00	\$202,500.00	\$386.35	\$173,857.50	\$533.00	\$239,850.00	\$1,030.54	\$463,743.00	\$490.00	\$220,500.00		
1.15	54-INCH SANITARY SEWER (OPEN CUT) (10-12ft)	LF	2730	\$450.00	\$1,228,500.00	\$387.00	\$1,056,510.00	\$582.00	\$1,588,860.00	\$1,030.54	\$2,813,374.20	\$490.00	\$1,337,700.00		
1.16	54-INCH SANITARY SEWER (OPEN CUT) (12-14ft)	LF	2920	\$450.00	\$1,314,000.00	\$390.00	\$1,138,800.00	\$582.00	\$1,699,440.00	\$1,030.54	\$3,009,176.80	\$500.00	\$1,460,000.00		
1.17	54-INCH SANITARY SEWER (OPEN CUT) (14-16ft)	LF	4420	\$450.00	\$1,989,000.00	\$415.00	\$1,834,300.00	\$582.00	\$2,572,440.00	\$1,030.54	\$4,554,986.80	\$510.00	\$2,254,200.00		
1.18	54-INCH SANITARY SEWER (OPEN CUT) (16-18ft)	LF	5690	\$450.00	\$2,560,500.00	\$485.00	\$2,759,650.00	\$582.00	\$3,311,580.00	\$1,030.50	\$5,863,545.00	\$530.00	\$3,015,700.00		
1.19	54-INCH SANITARY SEWER (OPEN CUT) (18-20ft)	LF	30	\$475.00	\$14,250.00	\$685.70	\$20,571.00	\$533.00	\$15,990.00	\$1,030.54	\$30,916.20	\$600.00	\$18,000.00		
1.20	54-INCH SANITARY SEWER BY TRENCHLESS CONSTRUCTION	LF	70	\$1,700.00	\$119,000.00	\$2,500.00	\$175,000.00	\$1,500.00	\$105,000.00	\$1,030.54	\$72,137.80	\$2,000.00	\$140,000.00		
1.21	42-INCH SANITARY SEWER (OPEN CUT) (12-14ft)	LF	40	\$350.00	\$14,000.00	\$475.00	\$19,000.00	\$500.00	\$20,000.00	\$367.00	\$14,680.00	\$300.00	\$12,000.00		
1.22	36-INCH SEWER PIPE TO CONNECT TO FUTURE STORAGE BASIN	LF	10	\$850.00	\$8,500.00	\$505.40	\$5,054.00	\$5,000.00	\$50,000.00	\$380.00	\$3,800.00	\$240.00	\$2,400.00		
1.23	CONNECT PORPOSED 42-INCH SANITARY SEWER TO EXISTING MANHOLE	EA	1	\$7,500.00	\$7,500.00	\$7,300.00	\$7,300.00	\$7,000.00	\$7,000.00	\$20,100.00	\$20,100.00		\$0.00		
1.24	FLOWABLE FILL EXISTING 27-INCH SANITARY SEWER	LF	1540	\$50.00	\$77,000.00	\$40.00	\$61,600.00	\$28.00	\$43,120.00	\$43.00	\$66,220.00	\$30.00	\$46,200.00		
1.25	FLOWABLE FILL EXISTING 33-INCH SANITARY SEWER	LF	2680	\$60.00	\$160,800.00	\$48.00	\$128,640.00	\$35.00	\$93,840.00	\$51.04	\$136,787.20	\$35.00	\$93,800.00		
1.26	FLOWABLE FILL EXISTING 42-INCH SANITARY SEWER	LF	71	\$140.00	\$9,940.00	\$130.00	\$9,230.00	\$50.00	\$3,550.00	\$63.78	\$4,528.38		\$0.00		
1.27	FLOWABLE FILL EXISTING 24-INCH SANITARY SEWER	LF	1350	\$50.00	\$67,500.00	\$40.00	\$54,000.00	\$24.00	\$32,400.00	\$40.26	\$54,351.00		\$0.00		
1.28	REMOVE AND REPLACE 15-INCH STORM SEWER	LF	20	\$150.00	\$3,000.00	\$155.00	\$3,100.00	\$100.00	\$2,000.00	\$215.00	\$4,300.00	\$100.00	\$2,000.00		
1.29	REMOVE AND REPLACE TYPE C STORM SEWER INLET	EA	1	\$5,000.00	\$5,000.00	\$7,935.00	\$7,935.00	\$5,000.00	\$5,000.00	\$9,950.00	\$9,950.00	\$2,500.00	\$2,500.00		
1.30	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	6461	\$106.00	\$684,866.00	\$82.00	\$529,802.00	\$55.00	\$355,355.00	\$127.00	\$820,547.00	\$100.00	\$646,100.00		
1.31	REMOVE AND REPLACE ASPHALT PAVEMENT	SY	1516	\$19.00	\$28,804.00	\$97.50	\$147,810.00	\$45.00	\$68,220.00	\$40.00	\$60,640.00	\$75.00	\$113,700.00		
1.32	TRAFFIC CONTROL REFLECTORS	LF	4500	\$1.00	\$4,500.00	\$1.75	\$7,875.00	\$6.00	\$27,000.00	\$3.00	\$13,500.00	\$2.00	\$9,000.00		
1.33	LIME MATERIAL (8%)	TN	150	\$180.00	\$27,000.00	\$195.00	\$29,250.00	\$175.00	\$26,250.00	\$180.00	\$27,000.00	\$200.00	\$30,000.00		
1.34	LIME TREATED SUBGRADE	SY	6090	\$18.00	\$109,620.00	\$6.45	\$39,280.50	\$12.00	\$73,080.00	\$45.29	\$275,816.10	\$8.00	\$48,720.00		
1.35	REMOVE AND REPLACE GRAVEL DRIVEWAY	SY	90	\$125.00	\$11,250.00	\$39.50	\$3,555.00	\$25.00	\$2,250.00	\$65.00	\$5,850.00	\$40.00	\$3,600.00		
1.36	REMOVE AND REPLACE GRAVEL ROAD	SY	650	\$15.00	\$9,750.00	\$39.50	\$25,675.00	\$25.00	\$16,250.00	\$20.00	\$13,000.00	\$40.00	\$26,000.00		
1.37	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	120	\$112.00	\$13,440.00	\$135.00	\$16,200.00	\$150.00	\$18,000.00	\$90.00	\$10,800.00	\$100.00	\$12,000.00		
1.38	8-INCH SANITARY SEWER BY TRENCHLESS CONSTRUCTION	LF	30	\$211.00	\$6,330.00	\$240.00	\$7,200.00	\$200.00	\$6,000.00	\$1,210.00	\$36,300.00	\$190.00	\$5,700.00		
1.39	CURE-IN-PLACE PIPE REHAB OF EXISTING 42-INCH SEWER PIPE	LF	80	\$225.00	\$18,000.00	\$475.00	\$38,000.00	\$575.00	\$46,000.00	\$388.00	\$31,040.00	\$500.00	\$40,000.00		
1.40	INSTALL CONCRETE SLAB INCLUDING CURB	LS	1	\$36,000.00	\$36,000.00	\$5,700.00	\$5,700.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00		
1.41	REMOVE AND REPLACE CONCRETE CURB	LF	2490	\$3.00	\$7,470.00	\$5.65	\$14,068.50	\$8.00	\$19,920.00	\$15.00	\$37,350.00	\$10.00	\$24,900.00		
1.42	CONNECT TO EXISTING 4-INCH SEWER PIPE	EA	4	\$6,500.00	\$26,000.00	\$919.00	\$3,676.00	\$750.00	\$3,000.00	\$3,500.00	\$14,000.00	\$1,500.00	\$6,000.00		
1.43	CONNECT TO EXISTING 6-INCH SEWER PIPE	EA	4	\$6,500.00	\$26,000.00	\$935.00	\$3,740.00	\$750.00	\$3,000.00	\$3,500.00	\$14,000.00	\$1,500.00	\$6,000.00		
1.44	CONNECT TO EXISTING 8-INCH SEWER PIPE	EA	9	\$6,500.00	\$58,500.00	\$990.00	\$8,910.00	\$750.00	\$6,750.00	\$6,000.00	\$54,000.00	\$2,000.00	\$18,000.00		
1.45	CONNECT TO EXISTING 10-INCH SEWER PIPE	EA	4	\$6,500.00	\$26,000.00	\$1,200.00	\$4,800.00	\$750.00	\$3,000.00	\$8,000.00	\$32,000.00	\$2,500.00	\$10,000.00		
1.46	CONNECT TO EXISTING 12-INCH SEWER PIPE	EA	2	\$6,500.00	\$13,000.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$9,000.00	\$18,000.00	\$2,500.00	\$5,000.00		
1.47	CONNECT TO EXISTING 15-INCH SEWER PIPE	EA	2	\$6,500.00	\$13,000.00	\$1,400.00	\$2,800.00	\$750.00	\$1,500.00	\$10,000.00	\$20,000.00	\$3,000.00	\$6,000.00		
1.48	CONNECT TO EXISTING 18-INCH SEWER PIPE	EA	1	\$6,500.00	\$6,500.00	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00	\$10,200.00	\$10,200.00	\$3,500.00	\$3,500.00		
1.49	CONNECT TO EXISTING 24-INCH SEWER PIPE	EA	1	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$11,200.00	\$11,200.00	\$5,000.00	\$5,000.00		
1.50	CONNECT TO EXISTING 33-INCH SEWER PIPE	EA	2	\$7,500.00	\$15,000.00	\$7,200.00	\$14,400.00	\$2,000.00	\$4,000.00	\$14,000.00	\$28,000.00	\$5,000.00	\$10,000.00		
1.51	CONNECT TO PROPOSED 36-INCH SEWER PIPE	EA	2	\$9,500.00	\$19,000.00	\$8,800.00	\$17,600.00	\$2,000.00	\$4,000.00	\$14,500.00	\$29,000.00	\$5,500.00	\$11,000.00		
1.52	4-INCH SEWER LATERAL	LF	90	\$72.00	\$6,480.00	\$112.00	\$10,080.00	\$200.00	\$18,000.00	\$58.03	\$5,222.70	\$40.00	\$3,600.00		
1.53	6-INCH SEWER LATERAL	LF	51	\$150.00	\$7,650.00	\$82.00	\$4,182.00	\$200.00	\$10,200.00	\$60.76	\$3,098.76	\$60.00	\$3,060.00		
1.54	8-INCH SEWER LATERAL	LF	60	\$160.00	\$9,600.00	\$98.00	\$5,880.00	\$200.00	\$12,000.00	\$113.50	\$6,810.00	\$80.00	\$4,800.00		
1.55	10-INCH SEWER LATERAL	LF	20	\$250.00	\$5,000.00	\$105.00	\$2,100.00	\$250.00	\$5,000.00	\$218.20	\$4,364.00	\$100.00	\$2,000.00		
1.56	12-INCH SEWER LATERAL	LF	20	\$260.00	\$5,200.00	\$106.00	\$2,120.00	\$300.00	\$6,000.00	\$219.10	\$4,382.00	\$110.00	\$2,200.00		

Owner: City of Alvin
Engineer: Freese and Nichols, Inc.
Bid # B-21-03
Bid Date: November 17, 2020 at 2:00 p.m.
Title 54" Eastside Interceptor

				Harper Brothers Construction, LLC		Triple B Services, LLP		Main Lane Industries, Ltd		S.J. Louis Construction of Texas, Ltd.		Freese & Nichols Opinion of Probable Construction Cost	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.57	15-INCH SEWER LATERAL	LF	30		\$450.00		\$13,500.00		\$170.00		\$5,100.00		\$400.00
1.58	33-INCH SEWER LATERAL	LF	30		\$500.00		\$15,000.00		\$282.00		\$8,460.00		\$500.00
1.59	36-INCH SEWER LATERAL	LF	30		\$550.00		\$16,500.00		\$295.00		\$8,850.00		\$600.00
1.60	60-INCH DIA TEE BASE MANHOLES	EA	43		\$40,000.00		\$1,720,000.00		\$48,000.00		\$2,064,000.00		\$20,000.00
1.61	60-INCH DIA TEE BASE MANHOLES (EXTRA DEPTH OVER 8')	VF	273		\$250.00		\$68,250.00		\$1.00		\$273.00		\$1,000.00
1.62	CONCRETE MANHOLE SLAB WITH 4 BOLLARDS	EA	7		\$3,100.00		\$21,700.00		\$2,875.00		\$20,125.00		\$2,500.00
1.63	CONCRETE MANHOLES	EA	2		\$15,320.00		\$30,640.00		\$50,000.00		\$100,000.00		\$6,000.00
1.64	ABANDON EXISTING MANHOLES	EA	33		\$1,500.00		\$49,500.00		\$2,346.00		\$77,418.00		\$1,000.00
1.65	REMOVAL OF EXISTING MANHOLES	EA	29		\$1,300.00		\$37,700.00		\$690.00		\$20,010.00		\$1,000.00
1.66	REMOVAL OF EXISTING JUNCTION BOX	EA	1		\$10,000.00		\$10,000.00		\$1,320.00		\$1,320.00		\$1,000.00
1.67	INSTALL CLAY DAM	EA	29		\$1,200.00		\$34,800.00		\$2,435.00		\$70,615.00		\$300.00
1.68	JUNCTION BOX	LS	1		\$65,000.00		\$65,000.00		\$65,000.00		\$65,000.00		\$80,000.00
1.69	DIVERSION STRUCTURE	LS	1		\$85,000.00		\$85,000.00		\$85,000.00		\$85,000.00		\$80,000.00
1.70	BYPASS PUMPING	LS	1		\$960,000.00		\$960,000.00		\$1,500,000.00		\$1,500,000.00		\$2,000,000.00
1.71	DEWATERING (\$20/LF MINIMUM)	LF	16360		\$25.00		\$409,000.00		\$20.00		\$327,200.00		\$20.00
1.72	SEEDING, HYDROMULCH	AC	14		\$2,500.00		\$35,000.00		\$2,200.00		\$30,800.00		\$1,500.00
1.73	CLEARING AND GRUBBING	AC	10		\$8,900.00		\$89,000.00		\$10,000.00		\$100,000.00		\$10,000.00
1.74	SODDING	SF	49500		\$2.70		\$133,650.00		\$0.60		\$29,700.00		\$0.50
1.75	TRENCH SAFETY	LF	16290		\$1.00		\$16,290.00		\$1.00		\$16,290.00		\$2.00
1.76	SLIPLINE EXISTING 33-INCH PIPE WITH 8-INCH PVC PIPE	LF	300		\$75.00		\$22,500.00		\$280.00		\$84,000.00		\$160.00
1.77	SLIPLINE EXISTING 33-INCH PIPE WITH 12-INCH PVC PIPE	LF	832		\$96.00		\$79,872.00		\$267.00		\$222,144.00		\$170.00
1.78	POST-CONSTRUCTION CCTV OF 54-INCH SANITARY SEWER	LF	16425		\$3.00		\$49,275.00		\$3.50		\$57,487.50		\$2.00
1.79	REPAIR/REPLACE EXISTING GRAVEL ACCESS ROAD	SY	6240		\$16.58		\$103,459.20		\$25.55		\$159,432.00		\$8.00
1.80	OWNER DIRECTED ITEMS	LS	1		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00
2	Alternates A & B		1				\$516,004.00				\$813,105.00		
2.1	REHAB CONCRETE MANHOLES	EA	4		\$6,200.00		\$24,800.00		\$6,000.00		\$24,000.00		\$2,500.00
2.2	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	5286		\$74.00		\$391,164.00		\$90.00		\$475,740.00		\$55.00
2.3	TRAFFIC CONTROL PLAN FOR ITEM ALT B1	LS	1		\$2,500.00		\$2,500.00		\$235,000.00		\$235,000.00		\$20,000.00
2.4	REMOVE AND REPLACE CONCRETE CURB	LF	2500		\$4.00		\$10,000.00		\$5.60		\$14,000.00		\$8.00
2.5	LIME MATERIAL (8%)	TN	138		\$180.00		\$24,840.00		\$200.00		\$27,600.00		\$175.00
2.6	LIME TREATED SUBGRADE	SY	5700		\$11.00		\$62,700.00		\$6.45		\$36,765.00		\$8.00
3	Alternate E LS 24 Consolidation		1				\$51,780.00				\$53,604.50		
3.1	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	10		\$120.00		\$1,200.00		\$94.00		\$940.00		\$80.00
3.2	LIME MATERIAL (8%)	TN	1		\$180.00		\$180.00		\$200.00		\$200.00		\$175.00
3.3	10-INCH SANITARY SEWER PIPE (OPEN CUT)	LF	100		\$168.00		\$16,800.00		\$104.00		\$10,400.00		\$200.00
3.4	CONNECT EXISTING LIFT STATION TO MANHOLE	EA	1		\$20,000.00		\$20,000.00		\$26,500.00		\$26,500.00		\$13,000.00
3.5	CONNECT PROPOSED 10" SEWER LINE TO PROPOSED MANHOLE	EA	1		\$8,000.00		\$8,000.00		\$3,900.00		\$3,900.00		\$750.00
3.6	DEWATERING	LF	100		\$25.00		\$2,500.00		\$20.00		\$2,000.00		\$20.00
3.7	TRENCH SAFETY	LF	100		\$1.00		\$100.00		\$1.00		\$100.00		\$2.00
3.8	TRAFFIC CONTROL PLAN FOR ITEM ALT E1	LS	1		\$1,200.00		\$1,200.00		\$9,500.00		\$9,500.00		\$2,500.00
3.9	LIME TREATED SUBGRADE	SY	10		\$180.00		\$1,800.00		\$6.45		\$64.50		\$25.00
4	Section F Rehabilitation		1				\$921,045.60				\$972,080.00		
4.1	FLOWABLE FILL EXISTING 33-INCH SANITARY SEWER	LF	980		\$100.00		\$98,000.00		\$99.00		\$97,020.00		\$35.00
4.2	ABANDON EXISTING MANHOLES	EA	6		\$2,000.00		\$12,000.00		\$2,400.00		\$14,400.00		\$2,500.00
4.3	REHAB CONCRETE MANHOLES	EA	7		\$7,380.80		\$51,665.60		\$6,000.00		\$42,000.00		\$2,500.00
4.4	CONNECT TO LATERAL TIE-INS	EA	14		\$5,000.00		\$70,000.00		\$1,690.00		\$23,660.00		\$1,750.00
4.5	CURE-IN-PLACE PIPE REAHB OF EXISTING 27-INCH SEWER PIPE	LF	2920		\$142.00		\$414,640.00		\$140.00		\$408,800.00		\$160.00
4.6	CURE-IN-PLACE PIPE REHAB OF EXISTING 33-INCH SEWER PIPE	LF	720		\$157.00		\$113,040.00		\$185.00		\$133,200.00		\$200.00
4.7	SLIPLINE EXISTING 33-INCH PIPE WITH 12-INCH PIPE	LF	400		\$96.00		\$38,400.00		\$270.00		\$108,000.00		\$180.00
4.8	CURE-IN-PLACE PIPE POINT REPAIRS	EA	10		\$12,330.00		\$123,300.00		\$14,500.00		\$145,000.00		\$3,500.00
Base Bid Total					\$13,791,191.20			\$14,475,091.00		\$15,422,390.00		\$24,550,467.84	\$13,806,695.00
Alternate A Bid Total					\$24,800.00			\$24,000.00		\$10,000.00		\$31,200.00	\$24,000.00
Alternate B Bid Total					\$491,204.00			\$789,105.00		\$400,480.00		\$746,525.00	\$591,200.00
Alternate E Bid Total					\$51,780.00			\$53,604.50		\$39,675.00		\$48,253.90	\$49,900.00
Alternate F Bid Total					\$921,045.60			\$972,080.00		\$809,500.00		\$670,319.20	\$799,700.00
Base Bid and Alternate Bid Total					\$15,280,020.80			\$16,313,880.50		\$16,682,045.00		\$26,046,785.94	\$15,271,495.00
*Math Error in Highlighted Cell											Base Bid w/ 10% Contingency		\$15,187,364.50
											Alt Bid w/ 10% Contingency		\$1,611,280.00
											Total Bid w/ 10% Contingency		\$16,798,644.50

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** Harper Brothers Construction, LLC

54" Eastside Interceptor
Bid Number: B-21-03
Account Number: 236-6003-00-9077

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

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

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **540 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$2,500.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

54" Eastside Interceptor

Contractor Harper Brothers Construction, LLC

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
1	MOBILIZATION (MAX 3% OF TOTAL CONTRACT)	LS	01505	1	390,000.00	390,000.00	three hundred ninety thousand 2500 cent
2	TRAFFIC CONTROL (INCLUDING BARRIERS, BARRICADES, DETOUR SIGNS, TEMPORARY TRAFFIC CONTROL, TEMPORARY PAVING, ETC)	LS	01555	1	60,000.00	60,000.00	sixty thousand dollars 2500 cent
3	TRAFFIC CONTROL FLAGGERS	LS	01555	1	30,000.00	30,000.00	thirty thousand dollars 2500 cent
4	SWPPP IMPLEMENTATION	LS	01500	1	9,500.00	9,500.00	nine thousand five hundred dollars 2500 cent
5	SWPPP INLET PROTECTION BARRIERS	EA	01500	27	140.00	3,780.00	three thousand seven hundred eighty 2500 cent
6	SWPPP FILTER FABRIC FENCE	LF	01500	26,890	2.50	67,225.00	sixty seven thousand two hundred twenty five 2500 cent
7	SWPPP STABILIZED CONSTRUCTION ACCESS	EA	01500	5	1,200.00	6,000.00	six thousand dollars 2500 cent
8	SWPPP FILTER DAM	EA	01500	2	1,200.00	2,400.00	two thousand four hundred 2500 cent
9	LIVESTOCK TEMPORARY FENCING	LF	02821	1,750	11.00	19,250.00	nineteen thousand two hundred fifty 2500 cent
10	REMOVAL AND REPLACEMENT OF CHAIN LINK FENCE WITH 3 STRAND BARBED WIRE	LF	02821	50	100.00	5,000.00	five thousand 2500 cent
11	REMOVAL AND REPLACEMENT OF BARBED WIRE FENCE	LF	02821	1,930	15.00	28,950.00	twenty eight thousand nine hundred fifty 2500 cent
12	REMOVAL AND REPLACEMENT OF STEEL GATE	LF	02821	30	100.00	3,000.00	three thousand 2500 cent
13	54-INCH SANITARY SEWER (OPEN CUT) (< 8ft)	LF	02623	40	450.00	18,000.00	eighteen thousand 2500 cent
14	54-INCH SANITARY SEWER (OPEN CUT) (8-10ft)	LF	02623	450	450.00	202,500.00	two hundred two thousand five hundred 2500 cent
15	54-INCH SANITARY SEWER (OPEN CUT) (10-12ft)	LF	02623	2,730	450.00	1,228,500.00	one million two hundred twenty eight thousand five hundred 2500 cent

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
16	54-INCH SANITARY SEWER (OPEN CUT) (12-14ft)	LF	02623	2,920	450.00	1,314,000.00	one million three hundred fourteen thousand 200 cents
17	54-INCH SANITARY SEWER (OPEN CUT) (14-16ft)	LF	02623	4,420	450.00	1,989,000.00	one million nine hundred eighty nine thousand 200 cents
18	54-INCH SANITARY SEWER (OPEN CUT) (16-18ft)	LF	02623	5,690	450.00	2,560,500.00	two million five hundred sixty thousand five hundred 200 cents
19	54-INCH SANITARY SEWER (OPEN CUT) (18-20ft)	LF	02623	30	475.00	14,250.00	fourteen thousand two hundred fifty 200 cents
20	54-INCH SANITARY SEWER BY TRENCHLESS CONSTRUCTION	LF	02623	70	1700.00	119,000.00	one hundred nineteen thousand 200 cents
21	42-INCH SANITARY SEWER (OPEN CUT) (12-14ft)	LF	02623	40	350.00	14,000.00	fourteen thousand 200 cents
22	36-INCH SEWER PIPE TO CONNECT TO FUTURE STORAGE BASIN	LF	02534	10	850.00	8,500.00	eight thousand five hundred 200 cents
23	CONNECT PROPOSED 42-INCH SANITARY SEWER TO EXISTING MANHOLE	EA	02531	1	7,500.00	7,500.00	seven thousand five hundred 200 cents
24	FLOWABLE FILL EXISTING 27-INCH SANITARY SEWER	LF	03310	1,540	50.00	77,000.00	seventy seven thousand 200 cents
25	FLOWABLE FILL EXISTING 33-INCH SANITARY SEWER	LF	03310	2,680	60.00	160,800.00	one hundred sixty thousand eight hundred 200 cents
26	FLOWABLE FILL EXISTING 42-INCH SANITARY SEWER	LF	03310	71	140.00	9,940.00	nine thousand nine hundred forty 200 cents
27	FLOWABLE FILL EXISTING 24-INCH SANITARY SEWER	LF	03310	1,350	50.00	67,500.00	sixty seven thousand five hundred 200 cents
28	REMOVE AND REPLACE 15-INCH STORM SEWER	LF	02530	20	150.00	3,000.00	three thousand 200 cents
29	REMOVE AND REPLACE TYPE C STORM SEWER INLET	EA	01500	1	5,000.00	5,000.00	five thousand 200 cents
30	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	02751	6,461	100.00	646,100.00	six hundred eighty four thousand eight hundred sixty six 200 cents
31	REMOVE AND REPLACE ASPHALT PAVEMENT	SY	02741	1,516	19.00	28,804.00	twenty eight thousand eight hundred four 200 cents
32	TRAFFIC CONTROL REFLECTORS	LF	02762	4,500	1.00	4,500.00	four thousand five hundred 200 cents
33	LIME MATERIAL (8%)	TN	02980	150	180.00	27,000.00	twenty seven thousand 200 cents

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
34	LIME TREATED SUBGRADE 	SY	02980	6,090	18.00	109,620.00	one hundred nine thousand six hundred twenty and zero cents
35	REMOVE AND REPLACE GRAVEL DRIVEWAY	SY	02751	90	125.00	11,250.00	eleven thousand two hundred fifty and zero cents
36	REMOVE AND REPLACE GRAVEL ROAD	SY	02751	650	15.00	9,750.00	nine thousand seven hundred fifty and zero cents
37	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	02751	120	112.00	13,440.00	thirteen thousand four hundred forty and zero cents
38	8-INCH SANITARY SEWER BY TRENCHLESS CONSTRUCTION	LF	02534	30	211.00	6,330.00	six thousand three hundred thirty and zero cents
39	CURE-IN-PLACE PIPE REHAB OF EXISTING 42-INCH SEWER PIPE	LF	02557	80	225.00	18,000.00	eighteen thousand and zero cents
40	INSTALL CONCRETE SLAB INCLUDING CURB	LS	02770	1	36,000.00	36,000.00	thirty six thousand and zero cents
41	REMOVE AND REPLACE CONCRETE CURB	LF	02770	2,490	3.00	7,470.00	seven thousand four hundred seventy and zero cents
42	CONNECT TO EXISTING 4-INCH SEWER PIPE	EA	02531	4	6,500.00	26,000.00	twenty six thousand and zero cents
43	CONNECT TO EXISTING 6-INCH SEWER PIPE	EA	02531	4	6,500.00	26,000.00	twenty six thousand and zero cents
44	CONNECT TO EXISTING 8-INCH SEWER PIPE	EA	02531	9	6,500.00	58,500.00	fifty eight thousand five hundred and zero cents
45	CONNECT TO EXISTING 10-INCH SEWER PIPE	EA	02531	4	6,500.00	26,000.00	twenty six thousand and zero cents
46	CONNECT TO EXISTING 12-INCH SEWER PIPE	EA	02531	2	6,500.00	13,000.00	thirteen thousand and zero cents
47	CONNECT TO EXISTING 15-INCH SEWER PIPE	EA	02531	2	6,500.00	13,000.00	thirteen thousand and zero cents
48	CONNECT TO EXISTING 18-INCH SEWER PIPE	EA	02531	1	6,500.00	6,500.00	six thousand five hundred and zero cents
49	CONNECT TO EXISTING 24-INCH SEWER PIPE	EA	02531	1	7,500.00	7,500.00	seven thousand five hundred and zero cents
50	CONNECT TO EXISTING 33-INCH SEWER PIPE	EA	02531	2	7,500.00	15,000.00	fifteen thousand and zero cents
51	CONNECT TO PROPOSED 36-INCH SEWER PIPE	EA	02531	2	9,500.00	19,000.00	nineteen thousand and zero cents

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
52	4-INCH SEWER LATERAL	LF	02531	90	72.00	6,480.00	Six thousand four hundred eighty cents
53	6-INCH SEWER LATERAL	LF	02531	51	150.00	7,650.00	seven thousand six hundred fifty cents
54	8-INCH SEWER LATERAL	LF	02531	60	1100.00	9,600.00	nine thousand six hundred cents
55	10-INCH SEWER LATERAL	LF	02531	20	250.00	5,000.00	five thousand zero cents
56	12-INCH SEWER LATERAL	LF	02531	20	200.00	5,200.00	five thousand two hundred cents
57	15-INCH SEWER LATERAL	LF	02531	30	450.00	13,500.00	thirteen thousand five hundred cents
58	33-INCH SEWER LATERAL	LF	02531	30	500.00	15,000.00	fifteen thousand zero cents
59	36-INCH SEWER LATERAL	LF	02531	30	550.00	16,500.00	sixteen thousand five hundred cents
60	60-INCH DIA TEE BASE MANHOLES	EA	02601	43	40,000.00	1,720,000.00	one million seven hundred twenty thousand cents
61	60-INCH DIA TEE BASE MANHOLES (EXTRA DEPTH OVER 8')	VF	02601	273	250.00	68,250.00	sixty eight thousand two hundred cents
62	CONCRETE MANHOLE SLAB WITH 4 BOLLARDS	EA	02542	7	3,100.00	21,700.00	twenty one thousand seven hundred cents
63	CONCRETE MANHOLES	EA	02542	2	15,320.00	30,640.00	thirty thousand six hundred cents
64	ABANDON EXISTING MANHOLES	EA	02542	33	1,500.00	49,500.00	forty nine thousand five hundred cents
65	REMOVAL OF EXISTING MANHOLES	EA	02542	29	1,300.00	37,700.00	thirty seven thousand seven hundred cents
66	REMOVAL OF EXISTING JUNCTION BOX	EA	02542	1	10,000.00	10,000.00	ten thousand zero cents
67	INSTALL CLAY DAM	EA	02542	29	1,200.00	34,800.00	thirty four thousand eight hundred cents
68	JUNCTION BOX	LS	02542	1	65,000.00	65,000.00	Sixty five thousand zero cents
69	DIVERSION STRUCTURE	LS	02542	1	85,000.00	85,000.00	eighty five thousand zero cents

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
Alt A	REHAB CONCRETE MANHOLES	EA	02542	4	6,200.00	24,800.00	twenty four thousand eight hundred 200 cents
Alt B1	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	02751	5,286	74.00	391,104.00	three hundred ninety one thousand one hundred sixty four and 200 cents
Alt B2	TRAFFIC CONTROL PLAN FOR ITEM ALT B1	LS	01555	1	2,500.00	2,500.00	two thousand five hundred and 200 cents
Alt B3	REMOVE AND REPLACE CONCRETE CURB	LF	02770	2,500	4.00	10,000.00	ten thousand and 200 cents
Alt B4	LIME MATERIAL (8%)	TN	02980	138	180.00	24,840.00	twenty four thousand eight hundred forty 200 cents
Alt B5	LIME TREATED SUBGRADE	SY	02980	5,700	11.00	62,700.00	sixty two thousand seven hundred and 200 cents
TOTAL BID FOR ALTERNATE B							
						516,004.00	
Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
LS 74 CONSOLIDATION							
Alt E1	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	02751	10	120.00	1,200.00	one thousand two hundred and 200 cents
Alt E2	LIME MATERIAL (8%)	TN	02980	1	180.00	180.00	one hundred eighty and 200 cents
Alt E3	10-INCH SANITARY SEWER PIPE (OPEN CUT)	LF	02542	100	168.00	16,800.00	sixteen thousand eight hundred and 200 cents
Alt E4	CONVERT EXISTING LIFT STATION TO MANHOLE	EA	02542	1	20,000.00	20,000.00	twenty thousand and 200 cents
Alt E5	CONNECT PROPOSED 10" SEWER LINE TO PROPOSED MANHOLE	EA	02531	1	8,000.00	8,000.00	eight thousand and 200 cents
Alt E6	DEWATERING	LF	01564	100	25.00	2,500.00	two thousand five hundred and 200 cents
Alt E7	TRENCH SAFETY	LF	01570	100	1.00	100.00	one hundred and 200 cents
Alt E8	TRAFFIC CONTROL PLAN FOR ITEM ALT E1	LS	01555	1	1,200.00	1,200.00	one thousand two hundred and 200 cents
Alt E9	LIME TREATED SUBGRADE	SY	02980	10	180.00	1,800.00	one thousand eight hundred and 200 cents
TOTAL BID FOR ALTERNATE E							
						51,780.00	

Item	Description	Unit	Reference Spec	Quantity	Unit Price	Total	Written Total
Alt F	REHABILITATION						
Alt F1	FLOWABLE FILL EXISTING 33-INCH SANITARY SEWER	LF	03310	980	100.00	98,000.00	ninety eight thousand and zero cents
Alt F2	ABANDON EXISTING MANHOLES	EA	02542	6	2,000.00	12,000.00	twelve thousand and zero cents
Alt F3	REHAB CONCRETE MANHOLES	EA	02542	7	7,380.80	51,665.60	fifty one thousand six hundred sixty five and 20/100 cents
Alt F4	CONNECT TO LATERAL TIE-INS	EA	02531	14	5,000.00	70,000.00	seventy thousand and zero cents
Alt F5	CURE-IN-PLACE PIPE REHAB OF EXISTING 27-INCH SEWER PIPE	LF	02957	2,920	142.00	414,640.00	four hundred four teen thousand six hundred forty and zero cents
Alt F6	CURE-IN-PLACE PIPE REHAB OF EXISTING 33-INCH SEWER PIPE	LF	02957	720	157.00	113,040.00	one hundred thirteen thousand forty dollars and zero cents
Alt F7	SLIPLINE EXISTING 33-INCH PIPE WITH 12-INCH PIPE	LF	02958	400	96.00	38,400.00	thirty eight thousand four hundred
Alt F8	CURE-IN-PLACE PIPE POINT REPAIRS	EA	02957	10	12,330.00	123,300.00	one hundred twenty three thousand and three hundred and zero cents
TOTAL BID FOR ALTERNATE F						921,045.60	
TOTAL BID FOR ALL ALTERNATES						1,488,829.60	
TOTAL BID WITH BASE BID AND ALTERNATES						15,280,020.80	

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 4,669,709.⁰⁰

ALL OTHER CHARGES: \$ 10,610,311.⁸⁰

*TOTAL: \$ 15,280,020.⁸⁰

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION

ARTICLE 1: PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION AND DOING BUSINESS WITH CERTAIN COMPANIES

1.01 This verification is hereby incorporated into the terms of the contract by and between City of Alvin, TX and Harper Brothers Construction, LLC entered into this the 17th day of November, 2020.

- A. Jon Harper, in conjunction with the execution of the above referenced contract and in accordance with Chapter 270 and 252 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:
1. Does not Boycott Israel;
 2. Will not Boycott Israel during the term of the contract; and
 3. Will not engage in business with Iran, Sudan or Foreign Terrorist Organization
- B. "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."
- C. Foreign Terrorist Organization is defined in Subchapter F 2252.151 as "an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189."
- D. Contactor hereby acknowledges and agrees that this verification is a material term of the contract and Owner I expressly relying on this verification in agreeing to enter into the contract with Contractor.
- E. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGGREGES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES, AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

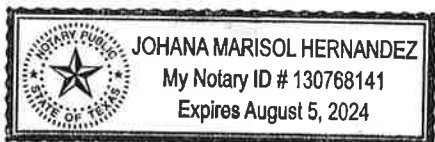
Harper Brothers Construction, LLC

Contractor

State of Texas

County of Harris

Before me, a notary public, on this day personally appeared Jon Harper, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph A1, 2 and 3 are true and Correct.



Johana MHI
Notary Public's Signature and Seal

END OF SECTION

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 11/11/2020 Received 11/11/2020

Addendum No. 2 Dated 11/13/2020 Received 11/13/2020

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

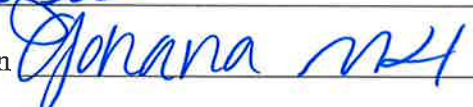
Bidder: Harper Brothers Construction, LLC

Address: 654 N. Sam Houston Parkway E, Suite 330 Houston, Texas 77060

Telephone: 713-893-4593

Date: 11/17/2020

ATTEST: 

Secretary of Corporation 

(Seal of Bidder Corporation)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Name of Bidder: Harper Brothers Construction, LLC Date Organized: 06/2014

Address: 654 N. Sam Houston Parkway E, Suite 330 Houston, Date Incorporated: 06/2014
Texas 77060

Number of Years in Contracting Business under Present Name: 6

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>See Attachment A</u>		

Type of work performed by your company: Underground utilities, heavy civil, paving, water lines
rehab, sewer & drainage

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>See Attachment B</u>			

Major Equipment Available for this Contract:

See Attachment C

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ 12M

Woodforest National Bank,
Bank Reference: Amanda Wilkins (832)375-2795

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

Executed this 17th day of November, 2020


By: Jon Harper

Title: CEO

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

City of Houston, Jeff Masek, P.E.

Name

611 Walker

Address

Houston, TX

City, State, Zip

(832) 395-2387

(Area) Phone

Sowells Consulting, Jerry Sowells, CCM

Name

13430 Northwest Fwy

Address

Houston, TX 77040

City, State, Zip

(832) 924-2641

(Area) Phone

City of Houston, Venus Price, P.E.

Name

611 Walker

Address

Houston, TX

City, State, Zip

(832) 395-2337

(Area) Phone

Attachment A- Current Projects



US 90A

Texas Department of Transportation
125 E 11th, Austin, TX 78701
Melody Galland, PE
(281) 464-5500
\$3.8M
General -

Percent Completed
97.12%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

FM 2854

Texas Department of Transportation
125 E 11th, Austin, TX 78701
Adam Galland, PE
\$18.6M
General - Highway Improvement

Aug-20
Percent Completed
83.70%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

MISC LARGE DIAMETER WATERLINE IMPROVEMENT

City of Houston - 900 Bagby, Houston, TX 77002
Singarpal Sekhon
(713) 817-5463
\$7.1M
General - Waterline Improvement and
Valve Repair

Dec-20
Percent Completed
48.70%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

108" WATERLINE SMITH RD TO LEE DR

City of Houston - 900 Bagby, Houston, TX 77002
Kevin Cruice
(713) 403-1620
\$35.9M
General - 108" Waterline and Valves

Aug-20
Percent Completed
65.33%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

CLINTON DRIVE

Texas Department of Transportation
125 E 11th, Austin, TX 78701
Melody Galland, PE
(281) 464-5500
\$24.1M
General - Reconstruct Roadway Drainage

Jan-21
Percent Completed
40.02%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

Attachment A- Current Projects



108" WATERLINE BELLOWS FALLS TO SMITH DR

City of Houston - 900 Bagby, Houston, TX 77002
900 Bagby
Houston, Texas 77002
Venus Price, PE
\$38.9M
General - 108" Waterline and Valves

Nov-20
Percent Completed
53.88%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

108" WATERLINE UPRR TO JOHN RALSTON

City of Houston
900 Bagby
Houston, Texas 77002
R. Jeff Masek, PE, CCM
\$28.3M
General - 108" Waterline and Valves

Nov-20
Percent Completed
51.56%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

WALNUT BEND

Texas Department of Transportation
125 E 11th, Austin, TX 78701
Frank Leong, PE
(713) 934-5900
\$17.9M
General - Roadway Construction, Utility
Upgrades and Streetscape

Apr-21
Percent Completed
25.20%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

72" WATERLINE EMANCIPATION

City of Houston
900 Bagby
Houston, Texas 77002
\$48.7M
General - 72" Waterline, Pavement,
Drainage Improvements, and Sanitary
Sewer Relocations

Oct-21
Percent Completed
8.14%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

US 90 - COLORADO COUNTY

Texas Department of Transportation -
125 E 11th, Austin, TX 78701
Ryan Simper
(979) 532-3141
\$8.2M
General - Bridge, Drainage and Asphalt

Feb-21
Percent Completed
62.34%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

Attachment A- Current Projects



GENERATION PARK DUCT BANK PHASE II
Lower Neches Port Authority
7850 Eastex Freeway, Beaumont, TX 77708
Ryan Ard, PE
(409) 550-4320
\$6.6M
General - Bridge Replacement

Oct-21
Percent Completed
69.88%
Bonded by
Hartford Fire Ins. Co.
100% Bonded

COMPLETED PROJECTS -ATTACHMENT B



LARGE VALVE REPLACEMENT

City of Houston - 900 Bagby, Houston, TX 77002	Mar-20
Singarpal Sekhon	Percent Completed
(713) 817-5463	100.00%
\$4.7M	Bonded by
General - Large Diameter Waterline	Hartford Fire Ins. Co.

108" WATERLINE FROM LEE RD TO VICKERY DRIVE

City of Houston - 900 Bagby, Houston, TX 77002	Oct-19
John Mudd, PE	Percent Completed
(832) 975-1560	100.00%
\$16.2M	Bonded by
General - 108" Waterline	Hartford Fire Ins. Co.

54" WATERLINE VICERY DR FROM AEROPARK DR TO WORLD HOUSTON

City of Houston - 900 Bagby, Houston, TX 77002	Oct-19
John Mudd, PE	Percent Completed
(832) 975-1560	100.00%
\$12.6M	Bonded by
General - 54" Waterline	Hartford Fire Ins. Co.

MISC LARGE DIAMETER WATERLINE IMPROVEMENT

City of Houston - 900 Bagby, Houston, TX 77002	Dec-20
Singarpal Sekhon	Percent Completed
(713) 817-5463	6.83%
\$7.1M	Bonded by
General - Waterline Improvement and Valve Repair	Hartford Fire Ins. Co.

108" WATERLINE SMITH RD TO LEE DR

City of Houston - 900 Bagby, Houston, TX 77002	Aug-20
Kevin Cruice	Percent Completed
(713) 403-1620	100.00%
\$35.9M	Bonded by
General - 108" Waterline and Valves	Hartford Fire Ins. Co.

108" WATERLINE BELLOWS FALLS TO SMITH DR

City of Houston - 900 Bagby, Houston, TX 77002	Nov-20
Venus Price, PE	Percent Completed
	37.35%

\$38.9M
General - 108" Waterline and Valves

Bonded by
Hartford Fire Ins. Co.

108" WATERLINE UPRR TO JOHN RALSTON
City of Houston - 900 Bagby, Houston, TX 77002
R. Jeff Masek, PE, CCM

Nov-20
Percent Completed
33.09%

\$28.3M
General - 108" Waterline and Valves

Bonded by
Hartford Fire Ins. Co.

EMANCIPATION
City of Houston - 900 Bagby, Houston, TX 77002

Oct-21
Percent Completed
1.14%

\$48.7M
General - 72" Waterline, Pavement,
Drainage Improvements, and Sanitary
Sewer Relocations

Bonded by
Hartford Fire Ins. Co.

FM 2920 WATERLINE EXTENTION
Harris County MUD 530
17495 Village Green Drive
Alan McKee, PE, VP
(713)953-5200
\$450K
General - Underground Utilities

Nov-14 Dec-15
Percent Completed
100.00%
Bonded by
Hartford Fire Ins. Co.



EQUIPMENT LIST - ATTACHMENT C

Equipment	Vin Number	Date Last Used	Status
Equipment			
04.30 2000, CHEVY 7500 4 X 2 WATER TRUCK 2,000 3 GAL	1GBL7H1C2YJ517553	04/26/20	Active
04.30 2000 CHEVY C7500 WATER TRUCK TR106 4	1GBL7H1C2YJ515575	11/20/19	Active
04.30 07, FORD F750 WATER TRUCK 5	3FRPF75E37V509627	01/27/20	Active
04.30 04, FORD, F650 XL 2000 GAL WATER TRUCK 6	3FRNF65294V650298	04/26/20	Active
04.40 01, KENWORTH KW WATER TRUCK 2	1NKDLOOX71R875626	05/25/20	Active
04.50 06, MACK GRANITE DUMP TRUCK 2	1M2AG11Y26M033878	06/14/20	Active
04.70 1997 FREIGHTLINER CRASH TRUCK (WHITE) 2	1FV3HLAA4VH739867	12/23/19	Active
04.70 03, INTERNATIONAL 4300, CRASH TRUCK, 16' 4 BED	1HTMMAAM83H575405	06/07/20	Active
04.70 09, CHEVY, SAW TRUCK, MARTIN HERNANDEZ, 5	1GBK7F1BX9F400167	06/14/20	Active
04.70 95, CRASH TRUCK 6	1HTSCAARXSH672643	05/25/20	Active
10.00 06, TRAIL KING LOWBOY TRAILER 1	1TKJ052316M014217	01/27/20	Active
10.00 07 FOUNTAINE 48' HIBOY TRAILER 2	13N1482C571539678		Active
10.10 05, INTERSTATE 20 DT 20' EQUIPMENT TRAILER 2	1JK0DT20X5M006295	11/20/18	Active
10.11 18, UTILITY TRAILER 76"x18' 0	1T9BU1821JT945266	03/27/20	Active
10.11 14, CARGO UTILITY TRAILER 1	5NHUEH223EY068086	04/23/20	Active
10.11 19, BIG TEX, 25' LO-PRO FLATBED TRAILER--- 4 DIEGO JUAREZ	16VGX2521K6092353	06/14/20	Active
10.11 20, BIG TEX UTILITY TRAILER 16 PIPE TOP 6	16VPX1620L2043257	01/20/20	Active
10.11 20, BIG TEX UTILITY TRAILER 20 PIPE TOP 7	16VPX2026L2038207		Active
10.11 XX, BIG TEX VICTOR CASTILOW 20' UTILITY 8 TRAILER		05/04/20	Active
10.12 19, BIG TEX 18' FLAT DECK - DOVE TAILED W/ 1 RAMP	16VEX182XL2058367	05/25/20	Active
10.12 19, BIG TEX EQUIPMENT HAULER 2	16VEX1820L2042436		Active
20.00 14, CAT, 416F 1	KSF01093	06/10/20	Active
20.00 13, CASE 580N W/ HAMMER 2	JJGN580NCDC581043	06/10/20	Active
20.00 16, CASE 580N 6	JJ6N580NFC717547	06/09/20	Active
20.00 16, CAT 420 F2 8	HWD01295	06/09/20	Active
20.00 16, CASE 580N 4WD T4 9	JJGN580NFC717530	06/05/20	Active
20.01 06, CAT 420E IT BACKHOE 1	CAT0420EAPHC00411	06/13/20	Active
20.01 18, CAT 420F2 SOSTENES 2	HWC03923	06/12/20	Active
21.10 15, BOBCAT T650 1	ALJG16437	06/09/20	Active
21.10 17, BOBCAT T650 SKID STEER 3	ALJG20845	06/12/20	Active
21.10 17, BOBCAT T650 SKID STEER 4	ALJG22710	06/11/20	Active

21.10 7	19, CAT 299D3 COMPACT TRACK SKID STEER LOADER	DY901048 PIN:CAT0299DHDY901048	06/12/2 0	Active
21.10 9	19, CAT 299D3 SKIDSTEER LOADER (STOLEN)	DY901788	05/30/2 0	Active
30.00 1	14, VOLVO L90G-IGNACIO GARZA	617494	06/12/2 0	Active
30.00 2	14, VOLVO L90G-LEONEL POMPA	617479	06/13/2 0	Active
30.00 3	15, VOLVO L 90G-NAPOLEAN	617684	06/12/2 0	Active
30.00 4	15, VOLVO L90H-PEDRO	623121	06/13/2 0	Active
30.00 6	15, VOLVO L90H- HERRERA	623203	06/09/2 0	Active
30.00 7	16, VOLVO L90H - JUAN VAZQUEZ	623409	06/13/2 0	Active
30.00 9	17, VOLVO L90H - RUBEN C	623798	06/12/2 0	Active
30.01 1	07, CAT 938G LOADER/GEOERGE A	0938GHCRD02280	06/03/2 0	Active
30.01 2	14, CASE 821F WHEEL LOADER	NEF230129	06/13/2 0	Active
30.01 3	VOLVO L70G LOADER	614494	06/10/2 0	Active
30.01 4	18, CAT 938M 2V Loader	J3R03007	06/12/2 0	Active
30.01 7	19, VOLVO L90H(K) LOADER	624744	06/12/2 0	Active
30.01 8	19, VOLVO L90H WHEEL LOADER	624942	05/30/2 0	Active
30.01 9	19, VOLVO L90H WHEEL LOADER	625164	06/12/2 0	Active
30.02 1	XX, VOLVO L90H WHEEL LOADER	625266	06/12/2 0	Active
30.02 2	20, VOLVO L90H WHEEL LOADER	625337	06/06/2 0	Active
30.02 3	20, VOLVO L90H WHEEL LOADER	625366	06/13/2 0	Active
40.10 1	15, CAT D5K	KWW0139	06/13/2 0	Active
40.10 2	14, JOHN DEERE 650K DOZER	1T0650KXTDE238411	06/02/2 0	Active
40.10 3	16, CASE 850 M DOZER	NFDC80160	06/13/2 0	Active
40.10 5	CASE 850 DOZER	NFDC80067	06/13/2 0	Active
Equipment				
40.10 6	06, CAT D3 DOZER	00D3GKJMH02543	04/21/2 0	Active
40.10 7	15, CASE 1650M DOZER W RIPPER	NFDC16057	06/07/2 0	Active
40.10 9	18, CASE 850 DOZER	NHC103237	06/05/2 0	Active
40.11 0	16, CAT D4K2 XL DOZER	CAT00D4KPKM202141	04/30/2 0	Active
41.30 1	15, CASE 885B MOTOR GRADER	NFAF05086	06/12/2 0	Active
50.00 1	14, CAT 301.4 MINI EXCAVATOR	LJK00481	06/10/2 0	Active
50.00 4	16, CASE CX75C TRACKHOE NES6A1147	NES6A1147	06/09/2 0	Active
50.00 5	CASE CX27B MINI EXCAVATOR W/12" BUCKET	NETN42118	05/01/2 0	Active
50.00 6	CASE CX27 MINI EXCAVATOR	NENT42142	06/10/2 0	Active
50.00 7	18, CASE CX 33C W/ 18" BUCKET	NZLN52054	08/26/1 9	Active

50.00 8	XX, VOLVO COMPACT EXCAVATOR	215563	06/13/2 0	Active
50.10 1	12, HITACHI ZX135US -3	HCM1R400L00087458	03/09/2 0	Active
50.10 2	20, VOLVO ECR88D COMPACT EXCAVATOR	215222		Active
50.10 3	20, VOLVO ECR145E EXCAVATOR SHORT SWING	312059		Active
50.20 2	14, HITACHI ZX220W WHEELED EXCAVATOR	HCMCKB00C00001118	06/12/2 0	Active
50.20 3	14, HITACHI ZX245LC-5	HCMDCP60T000-400053	06/12/2 0	Active
50.20 5	16, VOLVO ECR 235 ZERO TURN W/ 42" BUCKET	310168	06/11/2 0	Active
50.20 6	18, HITACHI ZX245LC-6	HCMDFD60T00700035	06/13/2 0	Active
50.20 8	18, HITACHI ZX245LC-6 EXCAVATOR	HCMDFD60C00700258	06/06/2 0	Active
50.21 1	19, HITACHI ZX225USLC-6 EXCAVATOR	HCMDFB50T00506353	06/12/2 0	Active
50.30 1	14, HITACHI ZX350LC-3	1FFDDC70AEE930619	05/30/2 0	Active
50.30 2	15, HITACHI ZX350LC-5 EXCAVATOR	1FFDDC70LEE930587	06/12/2 0	Active
50.30 3	15, HITACHI ZX350LC-6 HERRERA	1FFDDR70PFF940106	06/12/2 0	Active
50.30 4	15, HITACHI ZX300LC-6 EXC HERRERA	1FFDDP70HFF840036	05/27/2 0	Active
50.30 7	16, HITACHI ZX300LC-6 EXCAVATOR	1FFDDP70LGF840134	06/10/2 0	Active
50.30 9	18, HITACHI ZX345USLC EXCAVATOR	HCMDD5600C00010067	06/13/2 0	Active
50.31 2	19, CAT 335F LCR EXCAVATOR	SGJ20625	05/25/2 0	Active
50.31 3	19, CAT MODEL 330 EXCAVATOR	LHW00956	06/13/2 0	Active
50.40 1	13, HITACHI ZX470LC-5 EXCAVATOR	HCMJAA70A00030283	06/10/2 0	Active
50.40 2	17, HITACHI ZX470LC-5 EXCAVATOR	HCMJAA70C00030331	05/31/2 0	Active
50.40 3	18, HITACHI ZX470 EXCAVATOR	HCMJAG60P00060655	06/12/2 0	Active
50.40 4	19, HITACHI ZX470LC-6 EXCAVATOR	HCMJAG60P00060333	06/12/2 0	Active
50.80 1	14, HITACHI ZX870LC-5 EXCAVATOR	HCMJBC70H00030019	06/12/2 0	Active
50.80 2	18, HITACHI ZX870LC-6 EXCAVATOR	HCMJBL60C00060049	06/12/2 0	Active
50.80 3	19, HITACHI ZX870LC-6 EXCAVATOR	HCMJBL60A00060099	06/12/2 0	Active
51.00 1	92, GRADALL G3WD	4KN17013YD8281309	01/23/1 8	Active
56.10 2	17 CAT RM-300 ROTARY MIXER	BWR00793	06/05/2 0	Active
61.20 1	14, VOLVO SD75D SMOOTH DRUM ROLLER	240127	06/11/2 0	Active
61.20 3	CASE SV208 66" SMOOTH DRUM ROLLER	NFNTA2413	06/10/2 0	Active
61.20 4	06, CAT CS433E SMOOTH DRUM ROLLER	ASR00792	06/03/2 0	Active
61.30 1	18, VOLVO 84" SMOOTH DRUM SD115BD ROLLER	236421	06/10/2 0	Active
61.30 3	18, VOLVO SD115B 84" SMOOTH DRUM ROLLER	123348	01/06/2 0	Active
61.40 2	09, CAT CB24 47" ASPHALT ROLLER	CMY01049	05/26/2 0	Active

62.20 1	14, VOLVO SD 75 PADFOOT ROLLER	0078	05/25/2 0	Active
62.20 2	15, VOLVO SD75F PADFOOT ROLLER	240139	05/28/2 0	Active
62.20 4	04, CAT CP433E PADFOOT ROLLER	ASN00206	02/28/2 0	Active
62.30 3	16, VOLVO SD115B 84" PADFOOT ROLLER	236225	05/17/2 0	Active
63.80 1	RAZORBACK CONCRETE SCREED		12/08/1 7	Active
63.80 2	RAZORBACK CONCRETE SCREED		12/22/1 8	Active
63.80 3	COMPTON SCREED		06/09/1 7	Active
64.00 1	15, NEW DIAMOND CONCRETE SAW - 3 SPEED	152035	05/17/2 0	Active
65.20 1	14, BROCE CRT350 BROOM	406836	05/25/2 0	Active
65.20 2	WALDEN SWEEPER-BROOM	32998	05/04/2 0	Active
65.20 3	13, BROCE RJT 350 BROOM	408309	06/10/2 0	Active
Equipment				
65.20 8	13, KR350 BROCE BROOM	405266	05/10/2 0	Active
65.20 9	15, CRT350 BROCE BROOM	509489	05/26/2 0	Active
65.21 0	14, RJT350 BROCE BROOM	408404	06/14/2 0	Active
65.21 1	14, RJT350 BROCE BROOM	408494	04/13/2 0	Active
65.21 2	08, RJ350 BROCE BROOM	406197	06/12/2 0	Active
65.21 3	17, BROCE CRT-350 BROOM	410235	06/14/2 0	Active
70.00 1	14, DOOSAN, P185 WJD-T41 AIR COMPRESSOR	461168UAYF05	06/12/2 0	Active
70.00 2	15, DOOSAN C185WDZ-T4F AIR COMPRESSOR	468037UKYF23	05/25/2 0	Active
70.00 3	16, DOOSAN P185WDOT4F AIR COMPRESSOR	473682UJZF63	06/06/2 0	Active
70.00 4	16, DOOSAN P185WDOT4F AIR COMPRESSOR	473683UJZF63	06/01/2 0	Active
70.00 6	SULLAIR 185 PORTABLE AIR COMPRESSOR	200704160020	03/30/2 0	Active
70.00 7	17, DOOSAN P185WDO AIR COMPRESSOR	4FVCABAA9HU480818	06/03/2 0	Active
70.00 8	18, DOOSAN P185WDO AIR COMPRESSOR	483549ULABF63	07/29/1 9	Active
70.01 0	Doosan 185cfm Air Compressor	4FVCABAA4JV483549	06/10/2 0	Active
70.01 1	18' DOOSAN P185WDO-T4F COMPRESSOR-Serrano Cirilo	487040UFACF63	05/25/2 0	Active
70.01 2	18, ATLAS COPCO, XAS185KD AIR COMPRESSOR	(124418)		Active
70.01 3	18, ATLAS COPCP, XAS185KD T4F COMPRESSOR	HOP057867 VIN#4500A1018JR057867	06/12/2 0	Active
70.01 4	19, ATLAS COPCO XAS185 AIR COMPRESSOR	HOP058755 VIN#4500A1010KR058755	05/25/2 0	Active
70.01 5	19, ATLAS COPCO XAS185 AIR COMPRESSOR	HOP058758 VIN#4500A1016KR058758	06/12/2 0	Active
70.01 6	19, ATLAS COPCO, XAS185KD FT4 AIR COMPRESSOR	HOP058757 VIN#		Active
70.01 7	19, ATLAS COPCO, XAS185 AIR COMPRESSOR	HOP058753 VIN#4500A1017KR058753	06/12/2 0	Active
70.01 8	19, ATLAS COPCO, XAS185 AIR COMPRESSOR	HOP058603 VIN#4500A101XKR058603	06/04/2 0	Active

70.01 9	19, ATLAS COPCO, XAS185 AIR COMPRESSOR	HOP058752	05/25/2	Active
70.02 0	19, ATLAS COPCO, XAS185KD7 AIR COMPRESSOR	VIN#4500A1015KR058752 HOP058757 VIN#	0	Active
70.02 1	19, ATLAS COPCO, XAS185KD7 AIR COMPRESSOR	HOP058823 VIN# 4500A1012KR058823	06/12/2 0	Active
70.02 2	19, ATLAS COPCO, XAS185KD7-T4F AIR COMPRESSOR	HOP058759 VIN# 4500A1018KR058759	06/01/2 0	Active
70.02 3	19, ATLAS COPCO 185 AIR COMPRESSOR	4500A1019KR058320		Active
71.00 1	14, DOOSAN LIGHT TOWER	465546UHYE83	06/10/2 0	Active
71.00 2	14 ALLMAND LIGHT TOWER	4FVLSACA4EU465546	05/25/2 0	Active
71.00 3	16, ALLMAND LIGHT TOWER	0306PRO215	05/25/2 0	Active
71.00 4	ALLMAND NL5000 LIGHT TOWER	06-000092	05/25/2 0	Active
71.00 5	ALLMAND LIGHT TOWER	06-000094	06/13/2 0	Active
71.00 6	MAGNUM LIGHT TOWER	899527/1500313	05/25/2 0	Active
71.00 7	MAGNUM LIGHT TOWER	899529/1500315	11/30/1 8	Active
71.00 8	LIGHT SOLAR ARROW BOARD	523569	11/30/1 8	Active
72.10 1	25 KW WHISPERWATT GENERATOR	589094 / 8101349	05/30/2 0	Active
72.10 2	17, ATLAS COPCO QA25 GENERATOR	HOP121124 VIN#4500G1111GR121124	05/25/2 0	Active
72.10 3	18, ATLAS COPCO QAS25ID GENERATOR	HOP122031 VIN#4500G1115JR122031	07/23/1 9	Active
72.10 4	18, ATLAS COPCO QAS25ID GENERATOR	HOP0122032 VIN#4500G1117JR122032		Active
72.20 1	18, ATLAS COPCO QAS45ID GENERATOR	HOP122248 VIN#4500G1111KR122248	05/25/2 0	Active
72.20 2	18, ATLAS COPCO QAS45ID GENERATOR	HOP121733 VIN#4500G1115JR121733		Active
72.20 3	18, ATLAS COPCO QAS45ID GENERATOR	HOP122248 VIN#4500G1111KR122248		Active
72.20 4	17, ATLAS COPCO PORTABLE GENERATOR	4500G1111GR121138		Active
72.30 1	18, HI POWER HFW 130KW GENERATOR	U11901067	02/03/2 0	Active
90.00 1	VIBRO HAMMER		06/12/2 0	Active
92.00 1	14, 25 LIGHT SOLAR ARROW BOARD	0216AB14	04/30/2 0	Active
92.00 2	14, 25 LIGHT SOLAR ARROWBOARD	46M1A0910E1526606	05/25/2 0	Active
92.00 3	15, ALLMAND ARROW BOARD	0224AB14	05/25/2 0	Active
92.00 4	15, SOLARTECH ARROW BOARD	4G11A0910F1527742	12/07/1 8	Active
92.00 5	ALLMAND ARROW BOARD	0250A814	05/25/2 0	Active
92.00 6	ALLMAND ARROW BOARD	0406AB07	04/30/2 0	Active
92.00 7	SOLARTECH ARROW BOARD	4GM1A0917F57740	04/30/2 0	Active
92.00 8	SOLARTECH ARROW BOARD	0251AB14	02/03/2 0	Active
92.00 9	SOLARTECH ARROW BOARD	5AJL51413FB500313	11/20/1 8	Active
Equipment				
92.01 0	WANCO ARROWBOARD	11S1018G1009352	05/25/2 0	Active

92.01 1	WANCO ARROWBOARD	11S101XG1009353	04/30/20	Active
92.01 2	SOLAR TECH ARROWBOARD	529387 4GM1A0914J1529387	06/14/20	Active
92.01 3	SOLAR TECH ARROWBOARD	SU1529484	06/14/20	Active
92.01 4	20, SOLAR TECH ARROWBOARD	531130 4GM1A0916L1531130		Active
92.01 5	20, SOLAR TECH ARROWBOARD	531132 4GM1A091XL1531132	05/04/20	Active
92.01 6	20, SOLAR TECH ARROWBOARD	531131	05/04/20	Active
92.01 7	20, SOLAR TECH ARROWBOARD	531129 4GM1A091XL1531129		Active
92.20 1	12, SOLARTECH MB 1548 MESSAGE BOARD	4GM2M1519C1411118	05/25/20	Active
92.20 2	12, SOLARTECH MB110 MESSAGE BOARD	4GM2M151411452	02/03/20	Active
92.20 3	SOLAR TECH MESSAGE BOARD	M1519H1414110	05/25/20	Active
92.20 4	SOLAR TECH MESSAGE BOARD	M1512H1414112	07/29/19	Active
94.00 1	SHORING SYSTEM PZ HOT ROLLED SSP ASTM	486650*18	04/30/19	Active
94.00 2	110 PAIR PZ 27 X 30' SHEET PILE (06/2019)		06/30/19	Active
94.00 3	PZ27 x 30' DOUBLE HOT ROLLED PILING - 116 PAIRS	PZ27 x 30' SSP ASTM A572	11/01/19	Active
94.00 4	Pz27 x 30' SHEET PILE - 32 PAIRS	PZ27 x 30'		Active
95.00 1	BOBCAT 80" BUCKET-21.101			Active
95.00 2	STANLEY BREAKER MB05XC-21.101	O11314188		Active
95.00 3	BOCE 78" BUCKET-21.102			Active
95.00 4	BOBCAT 80" BUCKET-21.103			Active
95.00 5	BOBCAT 48" PALLET FORKS-21.103			Active
95.00 6	BOBCAT 80" BUCKET-21.104	1143539		Active
95.00 7	BOBCAT 48" PALLET FORK-21.104	1139872		Active
97.00 1	(20) 20' LOW PROFILE CTB PUCHASED 10/6/16 FROM LONESTAR		07/30/18	Active
97.00 2	(93) 20' LOW PROFILE CTB'S PURCHASED FROM LONESTAR 10/26/16		06/30/18	Active
97.00 3	(55) 220' LOW PROFILE END PIECES PURCHASEDLONESTAR 10/26/16		07/30/18	Active
98.10 1	JUMPING JACK SIJJ-001	101541314368		Active
98.10 2	JUMPING JACK SIJJ-001	101541369	12/03/19	Active
98.10 3	WACKER NEWSON JUMPING JACK	24248825		Active
98.10 4	JUMPING JACK			Active
98.10 5	STIHL SAW, CUT-OFF 14" GAS	182297 890		Active
98.10 6	MULTIQUIP RAMMER LARGE 2900-3600 LBS/BLOW	B3672		Active
98.10 7	14" CUTQUICK CHOPSAW STIHL	181882082		Active
98.10 8	JUMPJACK BS60-4AS	24343588		Active

98.109	17, HURCO RIP18 GAS ENGINE BLOWER	032117-153		Active
98.110	WACKER PT6LS 6" PUMP W/SKID	24320843	11/20/18	Active
98.111	OZTEC 3.2 HP VIB MOTOR MOTOR W/21' FLEX VIB SHAFT & 2" HEAD	AH1152017		Active
98.112	OZTEC 3.2 HP VIB MOTOR MOTOR W/21' FLEX VIB SHAFT & 2" HEAD	AH1154191		Active
98.114	17, MSA TRIPOD RESCUE KIT	170300173		Active
98.115	09, BLACK MAX PRESSURE WASHER-SOSTENES	AM2231112		Active
98.116	SPECTRA PRECISION LL300N LASER	17015298		Active
98.117	RIDGID 535 THREADER AND STAND	93287/92462		Active
98.118	17, MULTQUIP VIB PLATE COMPACTOR	C9269		Active
98.119	17, MULTQUIP RAMMER LARGE	C7473		Active
98.120	17, STIHL 14" CUTQUIK SAW	182822860		Active
98.121	BARRIER CLAMP KL12000	SF160516V2TLP		Active
98.122	BARRIER CLAMP KL30000	SF20062415		Active
98.124	16, TSURUMI 6" DIESEL PUMP ON SKID	ML 15105	11/20/18	Active
98.125	RAMTEC STEAM CLEANER			Active
98.126	BARRIER CLAMP KL30000	SF0503060		Active
98.130	STIHL TS 420 QUICKIE SAW W/ 14" PVC GLOVE	4238-011-2821	11/20/18	Active
98.131	18 KENCO BARRIER CLAMP KL1200	SF13062018		Active
98.132	18 Miller Bobcat Welder 225	MJ340844R		Active
98.134	J-GUN PNEUMATIC TORQUE MACHINE, 1" SQUARE, SINGLE SPEED	J304624		Active
Equipment				
98.135	20, PRESSURE WASHER W/ TRAILER			Active
98.215	BARRIER CLAMP KENCO XL12000	SE160516V2		Active
98.246	18" CAT BUCKET	17NE0896		Active
98.301	15 TRIMBLE SPECTRA PIPE LASER-PEDRO ESPINO	30242		Active
98.302	15 TRIMBLE PIPE LASER-JOSE HERRERA	31459		Active
98.303	15 TRIMBLE PIPE LASER-JUAN VASQUEZ	25971		Active
98.304	17 LEICA PIPE LASER-RUBEN CALZADA	P100-11878		Active
98.305	PIPER 100 PIPE LASER	P10011878		Active
98.400	HITACHI MACHINE INTERFACE KIT	HISA1001A		Active
99.426	1000 lf of 10"x8" forms			Active
99.701	LEICA GRADE CONTROL ON 41.301			Active



October 30, 2020

RE: Harper Brothers Construction, LLC

To Whom It May Concern:

VTC Insurance Group has the distinct privilege of servicing the bond needs of Harper Brothers Construction, LLC. This organization maintains an enviable reputation for excellence and integrity, and consistently reference well with their suppliers and subcontractors.

We currently run on a day-to-day operating line of \$150,000,000 single with an aggregate program of \$350,000,000. We have issued bid, performance, and payment bonds as needed with Hartford Fire Insurance Company. The operating line is by no means a limit of bonding capacity, but is rather a parameter to efficiently handle routine needs. We would favorably consider any reasonable request because of Harper Brothers Construction, LLC's strong reputation.

We appreciate the opportunity to extend our unconditional recommendation for construction or related undertakings this fine firm may entertain. Should you need any further information please do not hesitate to contact our office at 248-828-3377.

HARTFORD FIRE INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "Susan L. Small", is written over a horizontal line.

Susan L. Small, Attorney-in-Fact



Confidence. For What's Next.™

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP

Agency Code: 35-351225

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Susan L. Small of Farmington Hills MI, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Robert Trobec of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 30th, 2020**
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider an award of bid to Triple B Services, LLP., for the Moller Road Storm Sewer and Pavement Improvements Phase 1 Project in an amount not to exceed \$1,292,298.60; and authorize the City Manager to sign the contract upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On November 17, 2020, bids were opened for the Moller Road Storm Sewer and Pavement Improvements Phase 1 Project, and Triple B Services, LLP. was the qualified low bidder. Dannenbaum Engineering Corp., the City's consultant that designed the project, reviewed all bids that were received and has recommended Triple B Services, LLP for this project.

Project Budget:	\$1,800,000
Contract Amount:	\$1,230,760.57
5% Contingency:	<u>\$ 61,538.03</u>
Total Amount:	\$1,292,298.60

This project is the first of a three-phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This project is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering. This project will be paid from the 2019 Certificates of Obligation that were approved by Council on June 6, 2019.

The project is scheduled to start in January 2021 and has a construction time of 410 calendar days.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 318-5501-00-9032 **Amount:** \$1,292,298.60 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Dannenbaum Engineering Recommendation Letter
- Bid Tabulation
- Proposal

Recommendation: Move to award a bid to Triple B Services, LLP., for the Moller Road Storm Sewer and Pavement Improvements Phase 1 Project in an amount not to exceed \$1,292,298.60; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

DANNENBAUM ENGINEERING CORPORATION

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

**ENGINEERING
EXCELLENCE
SINCE
1945**

December 7, 2020

Michelle Segovia, P.E., CFM
City of Alvin
1100 W. Highway 6
Alvin, TX 77511

**RE: Letter of Recommendation
City of Alvin
Bid #: B-21-04
Moller Road Storm Sewer and Pavement Improvements Phase 1**

Dear Mrs. Segovia:

At 2:00 P.M. on Wednesday, November 17th, 2020, proposals were submitted on the above referenced project to the City of Alvin. Five (5) proposals, from Fused Industries, R Construction Company, Tandem Services, Teamwork Construction Services, and Triple B Service, were received and all were considered responsive proposers, providing all documentation duly completed as required in the Request for Proposals.

A bid tabulation for the above referenced project has been prepared and is attached for your use. Dannenbaum Engineering Corporation has reviewed the bids for the five bidders. The apparent low bidder is Triple B Services at \$1,230,760.57. No discrepancies were found on the bids.

The Triple B Services references provided were contacted, two of the three references contacted provided feedback on previous experiences with Triple B Services, reference evaluations did not provide any negative feedback on work experience with Triple B Services.

Dannenbaum Engineering Corporation recommends award of contract to Triple B Services.

If you have any questions, please do not hesitate to contact me at amy.dziuk@dannenbaum.com or 713-527-6328.

Sincerely,



Amy E. Dziuk, P.E.
Associate – Hydrology & Hydraulics Division

Attachments: Triple B Services Proposal
Bid Tabulation

BID TABULATION CITY OF ALVIN MOLLER ROAD STORM SEWER AND PAVEMENT IMPROVEMENTS PHASE 1 BID DATE: November 17, 2020 at 2:00 PM CST																
					DANNENBAUM ESTIMATE		FUSED INDUSTRIES		R CONSTRUCTION COMPANY		TANDEM SERVICES		TEAMWORK CONSTRUCTION SERVICES		TRIPLE B SERVICES	
BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
SECTION 1 - DEMOLITION QUANTITIES																
1	01564, 01565, 01580, 02200, 01506	SITE PREPARATION & RESTORATION, INCLUDING CARE AND CONTROL OF WATER	LS	1	\$ 10,000.00	\$10,000.00	\$ 45,000.00	\$45,000.00	\$ 20,000.00	\$20,000.00	\$ 10,000.00	\$10,000.00	\$ 5,060.00	\$5,060.00	\$ 12,000.00	\$12,000.00
2	02220, 02316	REMOVE & DISPOSE OF DRIVEWAY	SY	180	\$ 10.00	\$1,800.00	\$ 50.00	\$9,000.00	\$ 10.00	\$1,800.00	\$ 12.00	\$2,160.00	\$ 21.00	\$3,780.00	\$ 2.40	\$432.00
3	02220, 02316	REMOVE & DISPOSE OF ROADWAY PAVEMENT STAB BASE AND ASPH PVMT (0-6")	SY	1608	\$ 5.00	\$8,040.00	\$ 5.00	\$8,040.00	\$ 6.00	\$9,648.00	\$ 10.00	\$16,080.00	\$ 18.00	\$28,944.00	\$ 2.40	\$3,859.20
4	02220, 02316	REMOVE & DISPOSE OF ROADWAY PAVEMENT (6INCH) CONCRETE	SY	306	\$ 10.00	\$3,060.00	\$ 10.00	\$3,060.00	\$ 6.00	\$1,836.00	\$ 10.00	\$3,060.00	\$ 22.50	\$6,885.00	\$ 6.50	\$1,989.00
5	02220, 02316	REMOVE & DISPOSE OF CONCRETE SIDEWALK	SY	307	\$ 10.00	\$3,070.00	\$ 5.00	\$1,535.00	\$ 6.00	\$1,842.00	\$ 10.00	\$3,070.00	\$ 18.50	\$5,679.50	\$ 6.50	\$1,995.50
6	02220, 02316	REMOVE & DISPOSE OF CONCRETE CURB & GUTTER	LF	156	\$ 5.00	\$780.00	\$ 2.00	\$312.00	\$ 4.00	\$624.00	\$ 5.00	\$780.00	\$ 12.00	\$1,872.00	\$ 4.00	\$624.00
7	02220	REMOVE & DISPOSE OF CHAINLINK FENCE	LF	73	\$ 20.00	\$1,460.00	\$ 8.00	\$584.00	\$ 15.00	\$1,095.00	\$ 5.00	\$365.00	\$ 15.00	\$1,095.00	\$ 3.00	\$219.00
8	02220, 02318	REMOVE & DISPOSE OF WATERLINE (ALL SIZES)	LF	528	\$ 20.00	\$10,560.00	\$ 50.00	\$26,400.00	\$ 10.00	\$5,280.00	\$ 18.00	\$9,504.00	\$ 22.00	\$11,616.00	\$ 13.25	\$6,996.00
9	02220, 02318, 02514	REMOVE & SALVAGE OF FIRE HYDRANT	EA	1	\$ 600.00	\$600.00	\$ 500.00	\$500.00	\$ 1,500.00	\$1,500.00	\$ 780.00	\$780.00	\$ 829.00	\$829.00	\$ 195.00	\$195.00
10	02220, 02317, 02330	REMOVE & DISPOSE OF CONCRETE HEADWALL	EA	2	\$ 2,500.00	\$5,000.00	\$ 7,500.00	\$15,000.00	\$ 2,000.00	\$4,000.00	\$ 420.00	\$840.00	\$ 815.00	\$1,630.00	\$ 950.00	\$1,900.00
11	02220, 02317, 02330	REMOVE & DISPOSE OF CHANNEL SLOPE PAVING	SY	146	\$ 10.00	\$1,460.00	\$ 5.00	\$730.00	\$ 10.00	\$1,460.00	\$ 12.00	\$1,752.00	\$ 21.00	\$3,066.00	\$ 9.40	\$1,372.40
12	02220, 02317	REMOVE & DISPOSE OF INLETS (ALL TYPES)	EA	5	\$ 550.00	\$2,750.00	\$ 500.00	\$2,500.00	\$ 800.00	\$4,000.00	\$ 420.00	\$2,100.00	\$ 1,085.00	\$5,425.00	\$ 785.00	\$3,925.00
13	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 12", 15", & 18" RCP	LF	47	\$ 20.00	\$940.00	\$ 20.00	\$940.00	\$ 20.00	\$940.00	\$ 18.00	\$846.00	\$ 32.00	\$1,504.00	\$ 25.85	\$1,214.95
14	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 24"	LF	80	\$ 20.00	\$1,600.00	\$ 20.00	\$1,600.00	\$ 20.00	\$1,600.00	\$ 18.00	\$1,440.00	\$ 31.00	\$2,480.00	\$ 21.55	\$1,724.00
15	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 42"	LF	486	\$ 30.00	\$14,580.00	\$ 30.00	\$14,580.00	\$ 30.00	\$14,580.00	\$ 24.00	\$11,664.00	\$ 32.00	\$15,552.00	\$ 18.45	\$8,966.70
16	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 8'X6' RCB	LF	32	\$ 60.00	\$1,920.00	\$ 300.00	\$9,600.00	\$ 70.00	\$2,240.00	\$ 42.00	\$1,344.00	\$ 75.00	\$2,400.00	\$ 55.00	\$1,760.00
SUBTOTAL SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 16):						\$67,620.00		\$139,381.00		\$72,445.00		\$65,785.00		\$97,817.50		\$49,172.75
SECTION 2 - EXCAVATION AND FILL																
17	02316	EXCAVATION (ROADWAY & ROADSIDE DITCHES) & OFFSITE DISPOSAL	CY	2423	\$ 10.00	\$24,230.00	\$ 30.00	\$72,690.00	\$ 25.00	\$60,575.00	\$ 13.00	\$31,499.00	\$ 18.50	\$44,825.50	\$ 14.50	\$35,133.50
18	02330	EMBANKMENT FILL	CY	21	\$ 7.00	\$147.00	\$ 40.00	\$840.00	\$ 15.00	\$315.00	\$ 25.00	\$525.00	\$ 34.50	\$724.50	\$ 24.35	\$511.35
SUBTOTAL SECTION 2 - EXCAVATION AND FILL (Bid Items 17 - 18):						\$24,377.00		\$73,530.00		\$60,890.00		\$32,024.00		\$45,550.00		\$35,644.85

BID TABULATION
CITY OF ALVIN
MOLLER ROAD STORM SEWER AND PAVEMENT IMPROVEMENTS PHASE 1
BID DATE: November 17, 2020 at 2:00 PM CST

					DANNENBAUM ESTIMATE		FUSED INDUSTRIES		R CONSTRUCTION COMPANY		TANDEM SERVICES		TEAMWORK CONSTRUCTION SERVICES		TRIPLE B SERVICES	
BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
SECTION 3 - ROADWAY																
19	02751, 02980, 02981	ROADWAY PAVEMENT (7 INCH) CONC (PHASED CONST)	SY	2062	\$ 60.00	\$123,720.00	\$ 75.00	\$154,650.00	\$ 80.00	\$164,960.00	\$ 61.00	\$125,782.00	\$ 70.50	\$145,371.00	\$ 53.85	\$111,038.70
20	02741, 02981	ROADWAY PAVEMENT (2 INCH) HOT MIX ASPHALTIC CONC TY-D (TRANSITION)	TON	51.4	\$ 110.00	\$5,654.00	\$ 285.00	\$14,649.00	\$ 300.00	\$15,420.00	\$ 250.00	\$12,850.00	\$ 126.00	\$6,476.40	\$ 275.00	\$14,135.00
21	02710, 02981, 02338	ROADWAY PAVEMENT (8 INCH) (CEMENT TREATED BASE) (TRANSITION)	SY	490	\$ 12.00	\$5,880.00	\$ 35.00	\$17,150.00	\$ 30.00	\$14,700.00	\$ 25.00	\$12,250.00	\$ 42.00	\$20,580.00	\$ 25.00	\$12,250.00
22	02710	ROADWAY SUBGRADE (6 INCH) LIME TREATED	SY	2862	\$ 2.00	\$5,724.00	\$ 15.00	\$42,930.00	\$ 4.50	\$12,879.00	\$ 5.00	\$14,310.00	\$ 11.00	\$31,482.00	\$ 4.75	\$13,594.50
23	02710	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	45	\$ 165.00	\$7,425.00	\$ 185.00	\$8,325.00	\$ 200.00	\$9,000.00	\$ 210.00	\$9,450.00	\$ 190.00	\$8,550.00	\$ 205.00	\$9,225.00
24	02770, 0361	6" CONCRETE CURB (MONOLITHIC)	LF	981	\$ 5.00	\$4,905.00	\$ 10.00	\$9,810.00	\$ 3.50	\$3,433.50	\$ 9.00	\$8,829.00	\$ 8.50	\$8,338.50	\$ 4.45	\$4,365.45
25	02770, 0361	6" CONCRETE CURB & GUTTER (MONOLITHIC)	LF	70	\$ 22.00	\$1,540.00	\$ 25.00	\$1,750.00	\$ 50.00	\$3,500.00	\$ 30.00	\$2,100.00	\$ 85.00	\$5,950.00	\$ 27.75	\$1,942.50
26	02751, 02981	SIDEWALK (4.5 INCH)	SY	223	\$ 55.00	\$12,265.00	\$ 50.00	\$11,150.00	\$ 60.00	\$13,380.00	\$ 50.00	\$11,150.00	\$ 60.00	\$13,380.00	\$ 64.00	\$14,272.00
27	01500	TEMPORARY ASPHALT (2 INCH) SIDEWALK	SY	90	\$ 30.00	\$2,700.00	\$ 50.00	\$4,500.00	\$ 60.00	\$5,400.00	\$ 30.00	\$2,700.00	\$ 20.00	\$1,800.00	\$ 58.75	\$5,287.50
28	02714	DRIVEWAY PAVEMENT (6 INCH) HIGH EARLY STRENGTH CONC	SY	137	\$ 70.00	\$9,590.00	\$ 90.00	\$12,330.00	\$ 110.00	\$15,070.00	\$ 80.00	\$10,960.00	\$ 89.00	\$12,193.00	\$ 105.00	\$14,385.00
29	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) WHITE (SLD)	LF	890	\$ 1.00	\$890.00	\$ 1.25	\$1,112.50	\$ 1.00	\$890.00	\$ 1.20	\$1,068.00	\$ 0.50	\$445.00	\$ 1.25	\$1,112.50
30	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (BRK)	LF	180	\$ 1.00	\$180.00	\$ 1.25	\$225.00	\$ 1.00	\$180.00	\$ 1.20	\$216.00	\$ 0.50	\$90.00	\$ 1.25	\$225.00
31	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (DBL)	LF	40	\$ 2.00	\$80.00	\$ 2.50	\$100.00	\$ 2.00	\$80.00	\$ 2.50	\$100.00	\$ 0.50	\$20.00	\$ 2.60	\$104.00
32	02760	THERMOPLASTIC PAVEMENT MARKING (12 INCH) WHITE (SLD)	LF	100	\$ 2.00	\$200.00	\$ 4.00	\$400.00	\$ 3.00	\$300.00	\$ 4.00	\$400.00	\$ 4.00	\$400.00	\$ 4.00	\$400.00
33	02760	THERMOPLASTIC PAVEMENT MARKING (24 INCH) WHITE (SLD)	LF	32	\$ 5.00	\$160.00	\$ 10.00	\$320.00	\$ 8.00	\$256.00	\$ 9.00	\$288.00	\$ 6.00	\$192.00	\$ 10.45	\$334.40
34		REUSE EXISTING STREET SIGNS	EA	3	\$ 250.00	\$750.00	\$ 70.00	\$210.00	\$ 250.00	\$750.00	\$ 350.00	\$1,050.00	\$ 195.00	\$585.00	\$ 65.00	\$195.00
35		MAIL BOX RELOCATION	EA	2	\$ 150.00	\$300.00	\$ 60.00	\$120.00	\$ 500.00	\$1,000.00	\$ 350.00	\$700.00	\$ 109.00	\$218.00	\$ 780.00	\$1,560.00
36	02751, 02981	WHEELCHAIR RAMPS	EA	4	\$ 2,500.00	\$10,000.00	\$ 1,500.00	\$6,000.00	\$ 1,800.00	\$7,200.00	\$ 1,850.00	\$7,400.00	\$ 995.00	\$3,980.00	\$ 1,850.00	\$7,400.00
37	02821	CHAIN LINK FENCE	LF	50	\$ 40.00	\$2,000.00	\$ 75.00	\$3,750.00	\$ 90.00	\$4,500.00	\$ 30.00	\$1,500.00	\$ 66.00	\$3,300.00	\$ 25.00	\$1,250.00
SUBTOTAL SECTION 3 - ROADWAY (Bid Items 19 - 37):						\$193,963.00		\$289,481.50		\$272,898.50		\$223,103.00		\$263,350.90		\$213,076.55
SECTION 4 - UTILITIES																
38	02318, 02510, 02534, 02634, 02636	8" C900 PVC, CLASS 150, DR18 WATERLINE BY OPEN CUT	LF	528	\$ 60.00	\$31,680.00	\$ 85.00	\$44,880.00	\$ 65.00	\$34,320.00	\$ 46.00	\$24,288.00	\$ 46.00	\$24,288.00	\$ 65.00	\$34,320.00
39	01570	TRENCH SHORING SYSTEM FOR WATERLINE CONSTRUCTION	LF	528	\$ 4.00	\$2,112.00	\$ 1.00	\$528.00	\$ 0.10	\$52.80	\$ 2.50	\$1,320.00	\$ 11.00	\$5,808.00	\$ 1.30	\$686.40
40	02510, 02515	2" WATER SERVICE LINES	EA	4	\$ 1,700.00	\$6,800.00	\$ 2,400.00	\$9,600.00	\$ 3,500.00	\$14,000.00	\$ 540.00	\$2,160.00	\$ 729.00	\$2,916.00	\$ 2,275.00	\$9,100.00
41	02510	WET CONNECTION	EA	2	\$ 2,270.00	\$4,540.00	\$ 2,300.00	\$4,600.00	\$ 2,000.00	\$4,000.00	\$ 1,020.00	\$2,040.00	\$ 1,259.00	\$2,518.00	\$ 1,050.00	\$2,100.00
42	02510, 02511, 02520, 02541	GATE VALVE	EA	4	\$ 4,000.00	\$16,000.00	\$ 2,000.00	\$8,000.00	\$ 1,600.00	\$6,400.00	\$ 1,620.00	\$6,480.00	\$ 1,595.00	\$6,380.00	\$ 1,545.00	\$6,180.00
SUBTOTAL SECTION 4 - UTILITIES (Bid Items 38 - 42):						\$61,132.00		\$67,608.00		\$58,772.80		\$36,288.00		\$41,910.00		\$52,386.40

BID TABULATION
CITY OF ALVIN
MOLLER ROAD STORM SEWER AND PAVEMENT IMPROVEMENTS PHASE 1
BID DATE: November 17, 2020 at 2:00 PM CST

					DANNENBAUM ESTIMATE		FUSED INDUSTRIES		R CONSTRUCTION COMPANY		TANDEM SERVICES		TEAMWORK CONSTRUCTION SERVICES		TRIPLE B SERVICES	
BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
SECTION 5 - DRAINAGE																
43	02376, 02330, 03310	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (M-1 CHANNEL)	SY	94	\$ 400.00	\$37,600.00	\$ 350.00	\$32,900.00	\$ 140.00	\$13,160.00	\$ 95.00	\$8,930.00	\$ 69.00	\$6,486.00	\$ 55.00	\$5,170.00
44	02376, 03310	CONCRETE CHANNEL LINING ROADSIDE DITCHES	SY	496	\$ 120.00	\$59,520.00	\$ 350.00	\$173,600.00	\$ 125.00	\$62,000.00	\$ 90.00	\$44,640.00	\$ 69.00	\$34,224.00	\$ 65.00	\$32,240.00
45	02317	STRUCT EXCAV (BOX)	CY	2369	\$ 10.00	\$23,690.00	\$ 15.00	\$35,535.00	\$ 12.00	\$28,428.00	\$ 15.00	\$35,535.00	\$ 26.00	\$61,594.00	\$ 0.01	\$23.69
46	02317	STRUCT EXCAV (PIPE)	CY	284	\$ 10.00	\$2,840.00	\$ 15.00	\$4,260.00	\$ 12.00	\$3,408.00	\$ 15.00	\$4,260.00	\$ 31.00	\$8,804.00	\$ 0.01	\$2.84
47	02317	CEM STABIL BKFL	CY	1489	\$ 40.00	\$59,560.00	\$ 55.00	\$81,895.00	\$ 35.00	\$52,115.00	\$ 30.00	\$44,670.00	\$ 71.00	\$105,719.00	\$ 47.50	\$70,727.50
48	02532, 02630	42" HDPE	LF	72	\$ 50.00	\$3,600.00	\$ 200.00	\$14,400.00	\$ 118.00	\$8,496.00	\$ 78.00	\$5,616.00	\$ 148.00	\$10,656.00	\$ 100.00	\$7,200.00
49	02630, 02612	7'X4' REINFORCED CONCRETE BOX CULVERT	LF	1016	\$ 350.00	\$355,600.00	\$ 540.00	\$548,640.00	\$ 505.00	\$513,080.00	\$ 615.00	\$624,840.00	\$ 688.00	\$699,008.00	\$ 510.00	\$518,160.00
50	02630, 02612	10'X5' REINFORCED CONCRETE BOX CULVERT	LF	36	\$ 800.00	\$28,800.00	\$ 1,250.00	\$45,000.00	\$ 850.00	\$30,600.00	\$ 1,000.00	\$36,000.00	\$ 1,245.00	\$44,820.00	\$ 875.00	\$31,500.00
51	02630, 02631	RCB REDUCER/STOPPER COMPL W/ SEAL	EA	2	\$ 500.00	\$1,000.00	\$ 2,500.00	\$5,000.00	\$ 1,500.00	\$3,000.00	\$ 7,200.00	\$14,400.00	\$ 14,495.00	\$28,990.00	\$ 2,650.00	\$5,300.00
52	02630, 02611	30" REINFORCED CONCRETE PIPE (CL III)	LF	12	\$ 90.00	\$1,080.00	\$ 140.00	\$1,680.00	\$ 130.00	\$1,560.00	\$ 77.00	\$924.00	\$ 92.00	\$1,104.00	\$ 115.00	\$1,380.00
53	02630, 02611	24" REINFORCED CONCRETE PIPE (CL III)	LF	288	\$ 75.00	\$21,600.00	\$ 130.00	\$37,440.00	\$ 72.00	\$20,736.00	\$ 62.00	\$17,856.00	\$ 82.00	\$23,616.00	\$ 95.00	\$27,360.00
54	02630, 02611	29"x18" ARCH PIPE (CL V)	LF	29	\$ 100.00	\$2,900.00	\$ 340.00	\$9,860.00	\$ 160.00	\$4,640.00	\$ 198.00	\$5,742.00	\$ 115.00	\$3,335.00	\$ 155.00	\$4,495.00
55	02630, 02631, 02633	INLETS TYPE C-1 W/ EXT	EA	2	\$ 4,300.00	\$8,600.00	\$ 4,000.00	\$8,000.00	\$ 4,400.00	\$8,800.00	\$ 3,840.00	\$7,680.00	\$ 4,107.00	\$8,214.00	\$ 5,900.00	\$11,800.00
56	02630, 02631, 02633	INLETS TYPE C W/ EXT	EA	4	\$ 4,000.00	\$16,000.00	\$ 3,400.00	\$13,600.00	\$ 3,900.00	\$15,600.00	\$ 3,360.00	\$13,440.00	\$ 3,957.00	\$15,828.00	\$ 6,750.00	\$27,000.00
57	02603, 02630, 02631, 02633	INLETS TYPE A	EA	4	\$ 4,000.00	\$16,000.00	\$ 2,300.00	\$9,200.00	\$ 3,100.00	\$12,400.00	\$ 1,800.00	\$7,200.00	\$ 3,957.00	\$15,828.00	\$ 2,750.00	\$11,000.00
58	02603, 02630, 02631, 02633	INLETS TYPE E	EA	1	\$ 4,000.00	\$4,000.00	\$ 3,200.00	\$3,200.00	\$ 3,000.00	\$3,000.00	\$ 3,720.00	\$3,720.00	\$ 3,957.00	\$3,957.00	\$ 5,900.00	\$5,900.00
59	02542, 02603, 02630, 02633	TEMP MANHOLE FOR 42" DIA AND SMALLER	EA	1	\$ 4,000.00	\$4,000.00	\$ 7,500.00	\$7,500.00	\$ 6,000.00	\$6,000.00	\$ 4,200.00	\$4,200.00	\$ 4,227.00	\$4,227.00	\$ 5,790.00	\$5,790.00
60	02542, 02603, 02630, 02633	GRATE MANHOLE	EA	1	\$ 3,000.00	\$3,000.00	\$ 4,000.00	\$4,000.00	\$ 6,500.00	\$6,500.00	\$ 3,120.00	\$3,120.00	\$ 1,747.00	\$1,747.00	\$ 1,600.00	\$1,600.00
61	02542, 02630, 02633	MANH (COMPL) (RISER ONLY)	EA	5	\$ 3,000.00	\$15,000.00	\$ 2,000.00	\$10,000.00	\$ 1,000.00	\$5,000.00	\$ 480.00	\$2,400.00	\$ 483.00	\$2,415.00	\$ 2,850.00	\$14,250.00
62	02630	PRE-FABRICATED RCB JUNCTION BOX	EA	1	\$ 60,000.00	\$60,000.00	\$ 60,000.00	\$60,000.00	\$ 60,000.00	\$60,000.00	\$ 21,600.00	\$21,600.00	\$ 12,568.00	\$12,568.00	\$ 8,830.00	\$8,830.00
63	02630, 02632	CAST IN PLACE HEADWALL & WINGWALL (10'X5' RCB)	EA	2	\$ 25,000.00	\$50,000.00	\$ 40,000.00	\$80,000.00	\$ 20,000.00	\$40,000.00	\$ 10,200.00	\$20,400.00	\$ 3,267.00	\$6,534.00	\$ 3,550.00	\$7,100.00
64	02630	TRENCH SHORING SYSTEM, 5 TO 20 FEET	LF	1471	\$ 4.00	\$5,884.00	\$ 1.00	\$1,471.00	\$ 0.05	\$73.55	\$ 2.50	\$3,677.50	\$ 10.00	\$14,710.00	\$ 0.01	\$14.71
65	01570	TEMPORARY SPL SHORING	SF	800	\$ 10.00	\$8,000.00	\$ 1.00	\$800.00	\$ 15.00	\$12,000.00	\$ 30.00	\$24,000.00	\$ 12.00	\$9,600.00	\$ 12.80	\$10,240.00
SUBTOTAL SECTION 5 - DRAINAGE (Bid Items 43 - 65):						\$788,274.00		\$1,187,981.00		\$910,596.55		\$954,850.50		\$1,123,984.00		\$807,083.74

BID TABULATION CITY OF ALVIN MOLLER ROAD STORM SEWER AND PAVEMENT IMPROVEMENTS PHASE 1 BID DATE: November 17, 2020 at 2:00 PM CST																
					DANNENBAUM ESTIMATE		FUSED INDUSTRIES		R CONSTRUCTION COMPANY		TANDEM SERVICES		TEAMWORK CONSTRUCTION SERVICES		TRIPLE B SERVICES	
BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
SECTION 6 - STORM WATER POLLUTION PREVENTION																
66	02910, 02922, 02931, 02811	TURF ESTABLISHMENT - SODDING	SY	269	\$ 5.00	\$1,345.00	\$ 9.00	\$2,421.00	\$ 3.00	\$807.00	\$ 7.00	\$1,883.00	\$ 7.00	\$1,883.00	\$ 5.75	\$1,546.75
67	02921, 02811, 02931	TURF ESTABLISHMENT - HYDROMULCH SEEDING	SY	269	\$ 1.00	\$269.00	\$ 9.00	\$2,421.00	\$ 6.00	\$1,614.00	\$ 8.00	\$2,152.00	\$ 7.00	\$1,883.00	\$ 8.30	\$2,232.70
68	02811, 02931	FERTILIZER	AC	1.1	\$ 695.00	\$778.40	\$ 1,100.00	\$1,210.00	\$ 800.00	\$880.00	\$ 2,500.00	\$2,750.00	\$ 128.00	\$140.80	\$ 960.00	\$1,056.00
69	02811	VEGETATIVE WATERING	MG	1	\$ 21.00	\$21.00	\$ 3,500.00	\$3,500.00	\$ 800.00	\$800.00	\$ 5,000.00	\$5,000.00	\$ 45.00	\$45.00	\$ 125.00	\$125.00
70	01506, 01564, 01565, 01566, 01570	SWPPP INSPECTION AND MAINTENANCE	EA	1	\$ 1,000.00	\$1,000.00	\$ 8,500.00	\$8,500.00	\$ 2,000.00	\$2,000.00	\$ 2,500.00	\$2,500.00	\$ 1,275.00	\$1,275.00	\$ 1,535.33	\$1,535.33
71	01580, 01570, 01565	PROJECT SIGN WITH SW3P	EA	1	\$ 1,500.00	\$1,500.00	\$ 2,000.00	\$2,000.00	\$ 900.00	\$900.00	\$ 900.00	\$900.00	\$ 650.00	\$650.00	\$ 1,025.00	\$1,025.00
72	01550	STABILIZED CONSTRUCTION ACCESS	SY	78	\$ 35.00	\$2,730.00	\$ 25.00	\$1,950.00	\$ 30.00	\$2,340.00	\$ 65.00	\$5,070.00	\$ 26.00	\$2,028.00	\$ 38.35	\$2,991.30
73	01560	REINFORCED SILT FENCE	LF	1150	\$ 4.00	\$4,600.00	\$ 2.00	\$2,300.00	\$ 1.50	\$1,725.00	\$ 2.00	\$2,300.00	\$ 1.25	\$1,437.50	\$ 1.60	\$1,840.00
74	01564, 01565	INLET PROTECTION (BIODEG EROSN CONT LOGS)	LF	27	\$ 5.00	\$135.00	\$ 25.00	\$675.00	\$ 6.00	\$162.00	\$ 4.00	\$108.00	\$ 7.50	\$202.50	\$ 9.60	\$259.20
75	01564, 01565, 01566, 02364	FILTER DAM TYPE 2	LF	20	\$ 300.00	\$6,000.00	\$ 65.00	\$1,300.00	\$ 120.00	\$2,400.00	\$ 50.00	\$1,000.00	\$ 70.00	\$1,400.00	\$ 90.00	\$1,800.00
SUBTOTAL SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 66 - 75):						\$18,378.40		\$26,277.00		\$13,628.00		\$23,663.00		\$10,944.80		\$14,411.28
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS																
76	01555, 01554	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 10,000.00	\$10,000.00	\$ 95,000.00	\$95,000.00	\$ 18,000.00	\$18,000.00	\$ 12,000.00	\$12,000.00	\$ 2,500.00	\$2,500.00	\$ 12,635.00	\$12,635.00
77	01555	LOW PROFILE CONCRETE BARRIER (TYI & TYII)	LF	620	\$ 40.00	\$24,800.00	\$ 55.00	\$34,100.00	\$ 60.00	\$37,200.00	\$ 80.00	\$49,600.00	\$ 78.00	\$48,360.00	\$ 50.00	\$31,000.00
78	01100, 01140, 01505	MOBILIZATION (10%)	LS	10%	\$ 1,188,544.40	\$118,854.44	\$ 200,000.00	\$200,000.00	\$ 105,000.00	\$105,000.00	\$ 60,000.00	\$60,000.00	\$ 147,150.00	\$147,150.00	\$ 15,350.00	\$15,350.00
SUBTOTAL SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 76 - 78):						\$153,654.44		\$329,100.00		\$160,200.00		\$121,600.00		\$198,010.00		\$58,985.00
SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 16):						\$67,620.00		\$139,381.00		\$72,445.00		\$65,785.00		\$97,817.50		\$49,172.75
SECTION 2 - EXCAVATION AND FILL (Bid Items 17 - 18):						\$24,377.00		\$73,530.00		\$60,890.00		\$32,024.00		\$45,550.00		\$35,644.85
SECTION 3 - ROADWAY (Bid Items 19 - 37):						\$193,963.00		\$289,481.50		\$272,898.50		\$223,103.00		\$263,350.90		\$213,076.55
SECTION 4 - UTILITIES (Bid Items 38 - 42):						\$61,132.00		\$67,608.00		\$58,772.80		\$36,288.00		\$41,910.00		\$52,386.40
SECTION 5 - DRAINAGE (Bid Items 43 - 65):						\$788,274.00		\$1,187,981.00		\$910,596.55		\$954,850.50		\$1,123,984.00		\$807,083.74
SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 66 - 75):						\$18,378.40		\$26,277.00		\$13,628.00		\$23,663.00		\$10,944.80		\$14,411.28
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 76 - 78):						\$153,654.44		\$329,100.00		\$160,200.00		\$121,600.00		\$198,010.00		\$58,985.00
TOTAL BASE BID (Sections 1 through 7)						\$1,307,398.84		\$2,113,358.50		\$1,549,430.85		\$1,457,313.50		\$1,781,567.20		\$1,230,760.57

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: Contractor / Bidder: Triple B Services, LLP

Moller Road Storm Sewer and Pavement Improvements Phase 1

Bid Number: B-21-04

Account Number: 318-5501-00-9032

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

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

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **410 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

Moller Road Storm Sewer and Pavement Improvements Phase 1

Monter Road Storm Sewer and Pavement Improvements Phase 1				Contractor		
BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
SECTION 1 - DEMOLITION QUANTITIES						
1	01564, 01565, 01580, 02200, 01506	SITE PREPARATION & RESTORATION, INCLUDING CARE AND CONTROL OF WATER	LS	1	12,000.00	12,000.00
2	02220, 02316	REMOVE & DISPOSE OF DRIVEWAY	SY	180	2.40	432.00
3	02220, 02316	REMOVE & DISPOSE OF ROADWAY PAVEMENT STAB BASE AND ASPH PVMT (0-6")	SY	1608	2.40	3,859.20
4	02220, 02316	REMOVE & DISPOSE OF ROADWAY PAVEMENT (6INCH) CONCRETE	SY	306	6.50	1,989.00
5	02220, 02316	REMOVE & DISPOSE OF CONCRETE SIDEWALK	SY	307	6.50	1,995.50
6	02220, 02316	REMOVE & DISPOSE OF CONCRETE CURB & GUTTER	LF	156	4.00	624.00
7	02220	REMOVE & DISPOSE OF CHAINLINK FENCE	LF	73	3.00	219.00
8	02220, 02318	REMOVE & DISPOSE OF WATERLINE (ALL SIZES)	LF	528	13.25	6,996.00
9	02220, 02318, 02514	REMOVE & SALVAGE OF FIRE HYDRANT	EA	1	195.00	195.00
10	02220, 02317, 02330	REMOVE & DISPOSE OF CONCRETE HEADWALL	EA	2	950.00	1,900.00
11	02220, 02317, 02330	REMOVE & DISPOSE OF CHANNEL SLOPE PAVING	SY	146	9.40	1,372.40
12	02220, 02317	REMOVE & DISPOSE OF INLETS (ALL TYPES)	EA	5	785.00	3,925.00
13	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 12", 15", & 18" RCP	LF	47	25.85	1,214.95
14	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 24"	LF	80	21.55	1,724.00
15	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 42"	LF	486	18.45	8,966.70
16	02220, 02317	REMOVE & DISPOSE OF STORM PIPE 8'X6' RCB	LF	32	55.00	1,760.00
SUBTOTAL SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 16):						49,172.75
SECTION 2 - EXCAVATION AND FILL						
17	02316	EXCAVATION (ROADWAY & ROADSIDE DITCHES) & OFFSITE DISPOSAL	CY	2423	14.50	35,133.50
18	02330	EMBANKMENT FILL	CY	21	24.35	511.35
SUBTOTAL SECTION 2 - EXCAVATION AND FILL (Bid Items 17 - 18):						35,644.85

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
SECTION 3 - ROADWAY						
19	02751, 02980, 02981	ROADWAY PAVEMENT (7 INCH) CONC (PHASED CONST)	SY	2062	53.85	111,038.70
20	02741, 02981	ROADWAY PAVEMENT (2 INCH) HOT MIX ASPHALTIC CONC TY-D (TRANSITION)	TON	51.4	275.00	14,135.00
21	02710, 02981, 02338	ROADWAY PAVEMENT (8 INCH) (CEMENT TREATED BASE) (TRANSITION)	SY	490	25.00	12,250.00
22	02710	ROADWAY SUBGRADE (6 INCH) LIME TREATED	SY	2862	4.75	13,594.50
23	02710	LIME(HYD.COM OR QK)(SLRY)OR QK(DRY)	TON	45	205.00	9,225.00
24	02770, 0361	6" CONCRETE CURB (MONOLITHIC)	LF	981	4.45	4,365.45
25	02770, 0361	6" CONCRETE CURB & GUTTER (MONOLITHIC)	LF	70	27.75	1,942.50
26	02751, 02981	SIDEWALK (4.5 INCH)	SY	223	64.00	14,272.00
27	01500	TEMPORARY ASPHALT (2 INCH) SIDEWALK	SY	90	58.75	5,287.50
28	02714	DRIVEWAY PAVEMENT (6 INCH) HIGH EARLY STRENGTH CONC	SY	137	105.00	14,385.00
29	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) WHITE (SLD)	LF	890	1.25	1,112.50
30	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (BRK)	LF	180	1.25	225.00
31	02760	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (DBL)	LF	40	2.60	104.00
32	02760	THERMOPLASTIC PAVEMENT MARKING (12 INCH) WHITE (SLD)	LF	100	4.00	400.00
33	02760	THERMOPLASTIC PAVEMENT MARKING (24 INCH) WHITE (SLD)	LF	32	10.45	334.40
34		REUSE EXISTING STREET SIGNS	EA	3	65.00	195.00
35		MAIL BOX RELOCATION	EA	2	780.00	1,560.00
36	02751, 02981	WHEELCHAIR RAMPS	EA	4	1,850.00	7,400.00
37	02821	CHAIN LINK FENCE	LF	50	25.00	1,250.00
SUBTOTAL SECTION 3 - ROADWAY (Bid Items 19 - 37):						213,076.55
SECTION 4 - UTILITIES						
38	02318, 02510, 02534, 02634, 02636	8" C900 PVC, CLASS 150, DR18 WATERLINE BY OPEN CUT	LF	528	65.00	34,320.00
39	01570	TRENCH SHORING SYSTEM FOR WATERLINE CONSTRUCTION	LF	528	1.30	686.40
40	02510, 02515	2" WATER SERVICE LINES	EA	4	2,275.00	9,100.00
41	02510	WET CONNECTION	EA	2	1,050.00	2,100.00
42	02510, 02511, 02520, 02541	GATE VALVE	EA	4	1,545.00	6,180.00
SUBTOTAL SECTION 4 - UTILITIES (Bid Items 38 - 42):						52,386.40

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
SECTION 5 - DRAINAGE						
43	02376, 02330, 03310	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (M-I CHANNEL)	SY	94	55.00	5,170.00
44	02376, 03310	CONCRETE CHANNEL LINING ROADSIDE DITCHES	SY	496	65.00	32,240.00
45	02317	STRUCT EXCAV (BOX)	CY	2369	0.01	23.69
46	02317	STRUCT EXCAV (PIPE)	CY	284	0.01	2.84
47	02317	CEM STABIL BKFL	CY	1489	47.50	70,727.50
48	02532, 02630	42" HDPE	LF	72	100.00	7,200.00
49	02630, 02612	7'X4' REINFORCED CONCRETE BOX CULVERT	LF	1016	510.00	518,160.00
50	02630, 02612	10'X5' REINFORCED CONCRETE BOX CULVERT	LF	36	875.00	31,500.00
51	02630, 02631	RCB REDUCER/STOPPER COMPL W/ SEAL	EA	2	2,650.00	5,300.00
52	02630, 02611	30" REINFORCED CONCRETE PIPE (CL III)	LF	12	115.00	1,380.00
53	02630, 02611	24" REINFORCED CONCRETE PIPE (CL III)	LF	288	95.00	27,360.00
54	02630, 02611	29"x18" ARCH PIPE (CL V)	LF	29	155.00	4,495.00
55	02630, 02631, 02633	INLETS TYPE C-1 W/ EXT	EA	2	5,900.00	11,800.00
56	02630, 02631, 02633	INLETS TYPE C W/ EXT	EA	4	6,750.00	27,000.00
57	02603, 02630, 02631, 02633	INLETS TYPE A	EA	4	2,750.00	11,000.00
58	02603, 02630, 02631, 02633	INLETS TYPE E	EA	1	5,900.00	5,900.00
59	02542, 02603, 02630, 02633	TEMP MANHOLE FOR 42" DIA AND SMALLER	EA	1	5,790.00	5,790.00
60	02542, 02603, 02630, 02633	GRATE MANHOLE	EA	1	1,600.00	1,600.00
61	02542, 02630, 02633	MANH (COMPL) (RISER ONLY)	EA	5	2,850.00	14,250.00
62	02630	PRE-FABRICATED RCB JUNCTION BOX	EA	1	8,830.00	8,830.00
63	02630, 02632	CAST IN PLACE HEADWALL & WINGWALL (10'X5' RCB)	EA	2	3,550.00	7,100.00
64	02630	TRENCH SHORING SYSTEM, 5 TO 20 FEET	LF	1471	0.01	14.71
65	01570	TEMPORARY SPL SHORING	SF	800	12.80	10,240.00
SUBTOTAL SECTION 5 - DRAINAGE (Bid Items 43 - 65):						807,083.74

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
SECTION 6 - STORM WATER POLLUTION PREVENTION						
66	02910, 02922, 02931, 02811	TURF ESTABLISHMENT - SODDING	SY	269	5.75	1,546.75
67	02921, 02811, 02931	TURF ESTABLISHMENT - HYDROMULCH SEEDING	SY	269	8.30	2,232.70
68	02811, 02931	FERTILIZER	AC	1.1	960.00	1,056.00
69	02811	VEGETATIVE WATERING	MG	1	125.00	125.00
70	01506, 01564, 01565, 01566, 01570	SWPPP INSPECTION AND MAINTENANCE	EA	1	1,535.33	1,535.33
71	01580, 01570, 01565	PROJECT SIGN WITH SW3P	EA	1	1,025.00	1,025.00
72	01550	STABILIZED CONSTRUCTION ACCESS	SY	78	38.35	2,991.30
73	01560	REINFORCED SILT FENCE	LF	1150	1.60	1,840.00
74	01564, 01565	INLET PROTECTION (BIODEGRADABLE LOGS)	LF	27	9.60	259.20
75	01564, 01565, 01566, 02364	FILTER DAM TYPE 2	LF	20	90.00	1,800.00
SUBTOTAL SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 66 - 75):						14,411.28
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS						
76	01555, 01554	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	12,635.00	12,635.00
77	01555	LOW PROFILE CONCRETE BARRIER (TY1 & TY1B)	LF	620	50.00	31,000.00
78	01100, 01140, 01505	MOBILIZATION (10%)	LS	10%	15,350.00	15,350.00
SUBTOTAL SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 76 - 78):						58,985.00

SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 16):	49,172.75
SECTION 2 - EXCAVATION AND FILL (Bid Items 17 - 19):	35,644.85
SECTION 3 - ROADWAY (Bid Items 19 - 37):	213,076.55
SECTION 4 - UTILITIES (Bid Items 38 - 42):	52,386.40
SECTION 5 - DRAINAGE (Bid Items 43 - 65):	807,083.74
SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 66 - 75):	14,411.28
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 76 - 78):	58,985.00
TOTAL BASE BID (Sections 1 through 7):	1,230,760.57

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____
Addendum No. 2 Dated _____ Received _____
Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Donna Burke
Donna Burke
Sr. Project Administrator
820 Old Atascocita Road
Address: Houston, Texas 77336

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

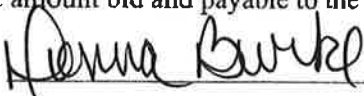
Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder:



Donna Burke
Sr. Project Administrator

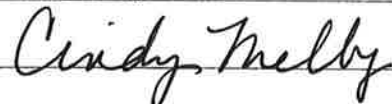
Address: 820 Old Atascocita Road

Huffman, Texas 77336

Telephone: (281) 324-3264

Date: November 17, 2020

ATTEST:



Secretary of Corporation

(Seal of Bidder Corporation)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Name of Bidder: Triple B Services, LLP Date Organized: January 1, 2002

820 Old Atascocita Road

Address: Huffman, Texas 77336 Date Incorporated: June 3, 1996

Number of Years in Contracting Business under Present Name: 18

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>See Attached Current Project List</u>		

Type of work performed by your company: Excavation, Sitework, Utilites, Stabilization,
Paving

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>See Attached Completed Project List</u>			

Major Equipment Available for this Contract:

See Attached Equipment List

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ 7,500,000

Bank Reference: Amegy Bank of Texas
Kenny Kucherka (713) 238-7008

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

Executed this 17th day of November, 2020

Triple B Services, LLP

By:


Donna Burke

Title: Sr. Project Administrator

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

Coastal Water Authority

Name

1801 Main Street #800

Address

Houston, Texas 77002

City, State, Zip

Office: 713-658-0855

(Area) Phone

Harris County

Name

1001 Preston St Ste 700

Address

Houston, TX 77002

City, State, Zip

Office 713-274-1564

(Area) Phone

City of Pearland

Name

2559 Hillhouse

Address

Pearland, TX 77584

City, State, Zip

Office 281-652-1748

(Area) Phone

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Triple B Services, LLP

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

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

NA

Name of Officer

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

N/A

11/17/2020

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

☐ Yes

☐ No

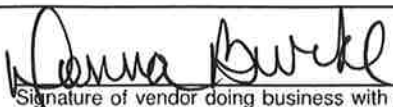
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

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

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

7 
Signature of vendor doing business with the governmental entity

November 17, 2020
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Milette & Britt Insurance Agency, LLC 1111 N. Loop West, Suite 400 Houston TX 77008	CONTACT NAME: Heather Cameron PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: hcameron@bmbinc.com												
INSURED Triple B Services, LLP 820 Old Atascocita Road Huffman TX 77336	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Amerisure Mutual Insurance Company</td><td>NAIC # 23396</td></tr><tr><td>INSURER B: Navigators Ins Co</td><td>42307</td></tr><tr><td>INSURER C: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Amerisure Mutual Insurance Company	NAIC # 23396	INSURER B: Navigators Ins Co	42307	INSURER C: Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Navigators Ins Co	42307												
INSURER C: Continental Insurance Company	35289												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 301880269**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CPP20610681102	4/5/2020	4/5/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	CA20610671202	4/5/2020	4/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	CH20EXC704733IV	4/5/2020	4/5/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC206106312	4/5/2020	4/5/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability	Y	Y	6080815338	4/5/2020	4/5/2021	Each Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Pollution Liability
PCM327355305
Great American E&S Insurance Company
4/5/2020- 4/5/2021
\$10,000,000 Per Occurrence
\$10,000,000 Aggregate

Professional Liability
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

1-Specimen
For information and/or bid purposes only.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Triple B Services, LLP 820 Old Atascocita Road Huffman TX 77336
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PCM327355305
Great American E&S Insurance Company
4/5/2020- 4/5/2021
\$5,000,000 Each Claim
\$10,000,000 Aggregate
\$25,000 Retention

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:

Blanket additional insured Ongoing Operations per form #CG 70 85 10 15
Blanket additional insured Completed Operations per form #CG 70 85 10 15
Blanket waiver of subrogation per form #CG 70 63 04 17
Blanket primary/non-contributory per form #CG 70 85 10 15

Automobile:

Blanket additional insured per form #CA 71 65 09 11
Blanket waiver of subrogation per form #CA 71 18 11 09
Blanket primary/non-contributory per form #CA 71 65 09 11

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

Umbrella:

Blanket additional insured per form #NAV-EXC-001 (04/10)
Blanket waiver of subrogation per form #NAV-ECD-6012 (01/11)
Blanket primary/non-contributory per form #NAV-EXC-348A (01/11)

Excess

Blanket additional insured per form #CNA-755-02XX 03/15
Blanket waiver of subrogation per form #CNA-755-02XX 03/15
Blanket primary/non-contributory per form #CNA-844-41XX 01/16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TEXAS CONTRACTOR'S BLANKET ADDITIONAL INSURED
ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP20610681102	Agency Number 0765330	Policy Effective Date 04/05/2020
Policy Expiration Date 04/05/2021	Date	Account Number 11050079
Named Insured TRIPLE B SERVICES, LLP	Agency BOWEN, MICLETTE & BRITT INSURANCE AGENCY	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business.
 - b. The written contract or written agreement must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds; we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
 - (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

- (a) The written contract or written agreement requires completed operations coverage or "your work" coverage; and
- (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract or written agreement:

- (1) Requires "arising out of" language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

c. If the written contract or written agreement requires you to provide additional insured coverage to that person or organization by the use of:

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement; or
 - (3) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;

- (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
4. **Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
 - b. Excess;
 - c. Contingent; or
 - d. On any other basis;
- but if the written contract or written agreement requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract or written agreement as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 85 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket where required by written contract or written agreement that the terms of CG 20 10 11 85 apply.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

**WRITTEN CONSENT
OF THE MANAGING PARTNER OF
TRIPLE B SERVICES, L.L.P.
A LIMITED LIABILITY PARTNERSHIP**

The undersigned, being the Managing Partner of Triple B Services, L.L.P, a Texas limited liability partnership (the "**Company**"), in accordance with the Limited Liability Partnership Agreement, hereby adopts the following written consent, without a meeting:

RESOLVED, that, effective as of the date hereof, Donna Mischelle Burke is hereby authorized to execute company documents on behalf of the Company and to enter into bid agreements, contract agreements, change order agreements, bond documents, warranties, certificates of completion and any other items necessary to offer, agree and complete the execution of contracts on behalf of the Company.

RESOLVED FURTHER, that this written consent shall have the same force and effect as a formal meeting for all purposes.

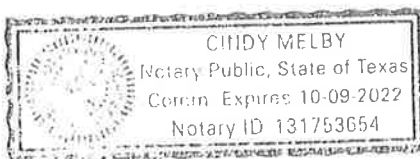
The undersigned directs that this written consent be filed with the minutes of the proceedings of the Company.

IN WITNESS WHEREOF, the undersigned Managing Partner has duly executed this Written Consent effective as of Sept 4, 2019


Kevin D. Burke

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this 4th day of September, 2019, by Kevin D. Burke, Managing Partner of Triple B Enterprises, L.L.P., a Texas limited liability partnership.




Notary Public in and for the State of Texas

INSTRUCTIONS TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid proposal form furnished, without modification or provisions except those required, and each proposal submitted must be completely filled out. The proposals shall be submitted to the Owner.

The Bids will be submitted in a sealed envelope addressed to:

Office of the City Secretary
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511

And marked:

**Project: Moller Road Storm Sewer and Pavement
Improvements Phase 1
Bid Number: B-21-04
Account Number: 318-5501-00-9032**

To be opened: **2:15 P.M, November 17th, 2020**

All blank spaces in the bid form shall be correctly filled in and the bidder shall state the price for which he proposes to do the work contemplated or furnish the material required. Such price shall be written legibly.

If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure.

Each Bid must contain the name of the bidder and the address of his place of business, or his post office address, and be manually signed with the usual signature. Bids by partnerships must contain the full names of all partners and must be signed with the partnership name by one of the partners or by an authorized representative. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind in the matter. Corporation seal must be attached following signatures. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

2. BID GUARANTEE

All proposals shall be accompanied by a Cashier's or Certified Check on a nation or state bank or a Bidder's Bond in the amount of five percent (5%) of the total maximum bid price, payable without

recourse to the Owner, as a guarantee that bidder will enter into a contract and furnish executed Performance and Payment Bonds within ten (10) calendar days after Notice of Award of Contract. The Certified or Cashier's Check, or Bidder's Bond must be enclosed in the same envelope with the bid. Bids without such a Check or Bond are not acceptable and will not be considered.

The failure of the bidder to furnish the required bonds or to sign the required contracts within ten (10) calendar days after contract is awarded shall be considered by the owner as an abandonment of his proposal and the owner may annul the award. The proposal guaranty accompanying the proposal shall be the agreed amount of damages, which the Owner will suffer by reason of such failure on the part of the bidder, and shall thereupon immediately be forfeited to the Owner. The filing of a proposal will be considered as an acceptance of this provision.

All bid securities will be returned to the respective bidders within fifteen (15) calendar days after the bid opening except the three (3) lowest responsible bidders whose bids will be held by the Owner until the successful bidder has executed the Contract and furnished the Performance and Payment Bonds.

Thereafter, all remaining securities, including security of the successful bidder, will be returned within ten (10) calendar days after execution of contract and furnished of such sureties.

3. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

Within ten (10) calendar days after written notification of the Award of the Contract, the Contractor shall file with the Owner a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the total contract price, as evidenced by the proposal, from an approved surety company holding a permit from the State of Texas to act as a surety (and acceptable according to the latest list of companies holding a certificate of authority from the Secretary of the Treasury of the United States).

Payment Bond shall be a surety bond in the amount of one hundred percent (100%) of the contract price conditioned that the Contractor shall pay all claimants supplying material and labor to him or any subcontractor in the prosecution of the work provided for in said Contract. Both Performance Bond and Payment Bond (without limitation or abrogation of any other provisions contained therein) shall be deemed to have been given pursuant to, Texas Government Code, Chapter 2253 and Insurance Code, Chapter 3503, to the same extent as if said article were copied in full in said bonds.

These Performance and Payment Bonds shall guarantee the full and faithful execution of the work and performance of the Contract, the protection of the Owner and all other persons against damage by reason of negligence of the Contractor, the improper execution of the work, or the use of inferior materials.

These bonds shall also guarantee the payment of all labor, materials, and equipment used in the work and shall remain in full force and effect until written notice of acceptance of the completed work is received from the Owner.

The Contractor shall deliver to the Engineer prior to final payment of the Contract, a written Guarantee, made out to the owner and in a form satisfactory to the Owner and Engineer, guaranteeing (and he does hereby guarantee) that all work performed under this Contract is new and free of faulty materials in every particular, and free of faulty workmanship, and he does hereby agree to maintain, replace or re-execute without additional cost to the Owner such work found to be unsatisfactory and to make good all damage to his, or work by others effected by the Contract as a result of improper workmanship and materials or due to such required replacement or re-execution.

The written Guarantee shall be made to cover 100% of the cost of all construction work embraced by the Contract and Documents for a period of one (1) year from the date of acceptance of all work performed under this Contract. The Guarantee and Final Estimate will be approved when the project is completed as indicated and to the Owner's satisfaction. The Engineer as evidence will issue a "Certificate of Completion". Neither the "Certificate of Completion" nor payment nor any provisions in the Contract documents shall relieve the Contractor of the guarantee provisions, or his responsibility for neglect or the replacement of faulty materials or workmanship or any other items of defect during the period of time covered by the Guarantee. All cost in connection with the Guarantee and work shall be included in the total bid and contract price.

No sureties will be accepted by the Owner, who are in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms acceptable to the Owner and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to the owner. The Contractor and the sureties shall execute each bond.

Should any surety on the contract be determined unsatisfactory, at any time by the Owner, notice will be given to the Contractor to that effect; and the Contractor shall immediately provide a new surety satisfactory to the Owner. No payments will be made under the Contract until the new surety or sureties, have been accepted by the Owner.

4. INSURANCE AND INDEMNIFICATION

Minimum insurance requirements for Contractor awarded this Contract shall be as follows:

	<u>Coverage</u>	<u>Limits of Liability</u>
A.	<u>Workmen's Compensation</u> shall conform to statutory requirements.	
B.	<u>Comprehensive General Liability</u>	
1.	Bodily Injury Liability	\$1,000,000
2.	Property Damage Liability	\$1,000,000
3.	Aggregate	\$2,000,000

The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

C.	<u>Comprehensive Automobile Liability</u>	
1.	Bodily Injury Liability	\$1,000,000
2.	Property Damage Liability	\$1,000,000
D.	<u>Excess Liability Insurance</u> Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of <u>\$2,000,000.00</u> excess of the specified limits.	

- E. Builder's "All-Risk Insurance" protecting the respective interest of Company and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

The owner must be named as one of the insured in each of the above coverages.

Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.

All coverages must be with companies acceptable to the Owner. The Contractor will furnish the Owner with a copy of each insurance policy required in connection with this work.

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising-out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the Contractor under this Paragraph shall not exceed to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, change orders, designs or specifications, or the giving of or the failure to give directions or instruction by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor assumes all responsibility and agrees to indemnify and save the Owner and Engineer harmless from any and all liability and damage arising out of or in connection with the performance of this Contract to existing pipelines, utility company service lines, telephone cables or electric power lines and for the liability for all claims, suits and judgments by any or all recipients of these services as a result of any interruption of service, whether caused by the Contractor, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the Owner, the Engineer, or any of their employees.

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The Statement of Bidder's Qualifications shall be completed and submitted with Contractor's Bid.

The Owner shall have the right to take such steps as he deems necessary to determine the ability of the

bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of this Contract.

In determining the lowest responsible bidder, the following elements shall be considered: Whether the bidder involved, (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incidental to the work; (d) has appropriate technical experience; and (e) has a satisfactory past performance record.

The bidder, to be eligible for the Award of the Contract, must be able to show his financial ability to carry out the work.

6. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely and unopened. No bids received after the specified time of opening will be considered. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening, provided that such modifications are confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter.

Bidders are cautioned that while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened, and so far as practicable, make due allowance for possible delays in receipt of bids.

7. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic requests dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that telegraphic withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid covers no rights for withdrawal after the bid has been opened.

8. IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in his best interest.

9. DISQUALIFICATION-OF BIDDERS

- A. Reason for believing collusion exists among the bidders.
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- C. The bidder, being interested in any litigation against the Owner.
- D. The bidder being in arrears or default on any existing contract, or having defaulted on a previous contract.
- E. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, etc.
- F. Uncompleted work which, in the judgment of the Owner, will prevent or hinder the prompt completion of additional work if awarded.
- G. Proposals in which, prices are obviously unbalanced.

10. AWARD OF CONTRACT

The Notice of Award of Contract, shall be given by the Owner, within ninety (90) days following the date of opening of bids. The award will be made to that responsible bidder whose bid, in the opinion of the Owner, is in the best interest, price and other factors considered or from any responsible person or persons which, in the Owner's judgment, will be most advantageous to the Owner and result in the best and most economical completion of the Owner's proposed improvements, facilities, works, equipment and appliances.

The right is reserved, as the interest of the Owner may require, rejecting any and all bids and to waive any informality in bids received.

11. SUBCONTRACTS

Before a work order will be issued, the Contractor must submit a list of his subcontractors. At Owner's option, Contractor may also be required to submit subcontractor qualifications. Subcontractors shall be subject to approval of Owner. No more than 49% of cost of project may be subcontracted.

12. CONDITIONS OF SITE AND WORK

Bidders should carefully examine the Plans, Specifications and other documents, visit the site of work, and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a bidder find discrepancies in or omissions from, the Plans, Specifications or other documents, or should he be in doubt as to their meaning and intent, he should notify the Engineer at the **Pre-bid conference 3:00 P.M. November 10th, 2020 @ PSF Building:** and obtain clarification prior to submitting a bid. The submission of a bid by bidder shall be conclusive evidence that the bidder is fully

acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

13. LAWS AND REGULATIONS

The attention of all bidders is directed to the Federal, State and Local laws and regulations in reference to safety, labor, materials, equipment, contract documents, proposals or bids, bonds and all other matters pertaining to the relationship between Owner, Contractor and Engineer.

14. BEGINNING OF WORK

The Contractor shall not begin work until notified in writing by the Engineer to do so. However, the Contractor shall commence work within ten (10) calendar days after notification to start work is received, and the Contractor shall diligently and continuously prosecute the work to completion.

15. INQUIRIES

Any inquiries concerning the Specifications and other aspects of the work shall be addressed to **Engineering Department**, at the City of Alvin, Alvin, Texas 77511, or phone (281) 388-4351.

16. ADDENDA

Addenda to the Specifications and revised drawings issued to bidders prior to the receipt of bids shall be considered part of the Contract Documents. Bidders shall acknowledge receipt of addenda on this proposal form.

17. PRE-BID CONFERENCE

In order to assure that the requirements of this project are thoroughly understood all contractors desiring to bid the work should have a qualified representative attend the pre-bid conference.

The pre-bid conference will be held at THE CITY OF ALVIN, PUBLIC SERVICES FACILITY, 1100 W. HWY 6 on **November 10th, 2020 at 3:00 P.M.**

PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION

ARTICLE 1: PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION AND DOING BUSINESS WITH CERTAIN COMPANIES

1.01 This verification is hereby incorporated into the terms of the contract by and between City of Alvin, TX and Triple B Services, LLP entered into this the ____ day of _____, 20__.

A. Triple B Services, LLP, in conjunction with the execution of the above referenced contract and in accordance with Chapter 270 and 252 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

1. Does not Boycott Israel;
2. Will not Boycott Israel during the term of the contract; and
3. Will not engage in business with Iran, Sudan or Foreign Terrorist Organization

B. "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

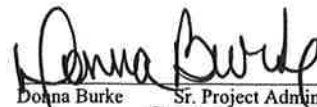
C. Foreign Terrorist Organization is defined in Subchapter F 2252.151 as "an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189."

D. Contactor hereby acknowledges and agrees that this verification is a material term of the contract and Owner I expressly relying on this verification in agreeing to enter into the contract with Contractor.

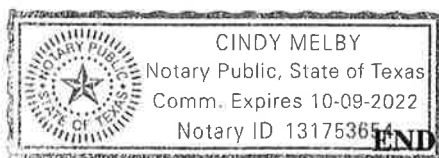
E. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGGREGES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES, AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

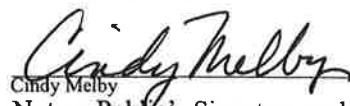
State of Texas

County of Harris


Donna Burke Sr. Project Administrator
Contractor

Before me, a notary public, on this day personally appeared Donna Burke, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph A1, 2 and 3 are true and Correct.




Cindy Melby
Notary Public's Signature and Seal

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Triple B Services, LLP
Huffman, TX United States

Certificate Number:
2020-690614

Date Filed:
11/17/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Alvin Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B-21-04
Moller Road Storm Sewer and Pavement Improvements Phase 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burke, Kevin	Huffman, TX United States	X	
	Burke, Keith	Huffman, TX United States	X	
	Burke, Charles	Huffman, TX United States	X	

5 Check only if there is NO Interested Party. ☐

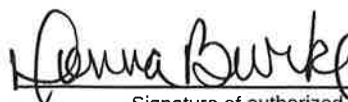
6 UNSWORN DECLARATION

My name is Donna Burke, and my date of birth is November 16, 1968.

My address is 820 Old Atascocita Road, Huffman, TX, 77336, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 17th day of November, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



AGENDA COMMENTARY

Meeting Date: 12/17/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider Ordinance 20-DD, amending the City of Alvin, Texas Ordinance 20-X, passed and approved on September 3, 2020, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2020-2021 by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Engineering Department by funding an additional Building Inspector II position and eliminating the CAD Technician II position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: The Engineering Department is requesting a change to the Department's Organizational Chart by eliminating the recently vacated CAD Technician II position and adding a Building Inspector II position to service the City. With the shift in the operation of the Department, in recent years, from "in-house" project design to the use of hired consultants for project design, the City no longer has a need for a dedicated AutoCAD Technician to draft plans. The small amount of "in-house" design work that is done will be completed by the GIS Coordinator and the Assistant City Engineer.

The City currently has two Building Inspectors, and with the increase in development activity both now and in the future, there is a need for an additional building inspector. Since the CAD Technician II position and the Building Inspector II position are both in pay grade 11 this change would be a level transfer of funds within the current budget with no further appropriations needed. Approval of Ordinance 20-DD will amend the 2020-2021 budget by adding a Building Inspector II position and eliminating the CAD Technician II position from the Engineering Department Organizational Chart and will transfer the funds budgeted for the CAD Technician II position to the new Building Inspector position.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/9/2020 SLH

Supporting documents attached:

- Ordinance 20-DD
- Exhibit A – Proposed Engineering Organization Chart
- Exhibit B – Current Engineering Organization Chart

Recommendation: Move to approve Ordinance 20-DD, amending the City of Alvin, Texas Ordinance 20-X, passed and approved September 3, 2020, an ordinance approving and adopting the

City of Alvin's budget for Fiscal Year 2020-2021 by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Engineering Department by funding an additional Building Inspector II position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 20-DD

AN ORDINANCE AMENDING CITY OF ALVIN, TEXAS, ORDINANCE NO. 20-X, PASSED AND APPROVED SEPTEMBER 3, 2020, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2020-21 BUDGET; PROVIDING FOR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET AND THE ORGANIZATIONAL CHART OF THE ENGINEERING DEPARTMENT BY FUNDING AN ADDITIONAL BUILDING INSPECTOR II POSITION AND ELIMINATING THE CAD TECHNICIAN II POSITION AS SET FORTH IN EXHIBIT A; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2020-2021 Fiscal Year Budget and Ordinance 20-X adopting said budget are hereby amended for the purpose of funding the position of "Building Inspector II" and eliminating the CAD Technician II position by amending the organizational chart of the Engineering Department as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. All portions of the existing Alvin 2020-21 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on the 17th day of December 2020.

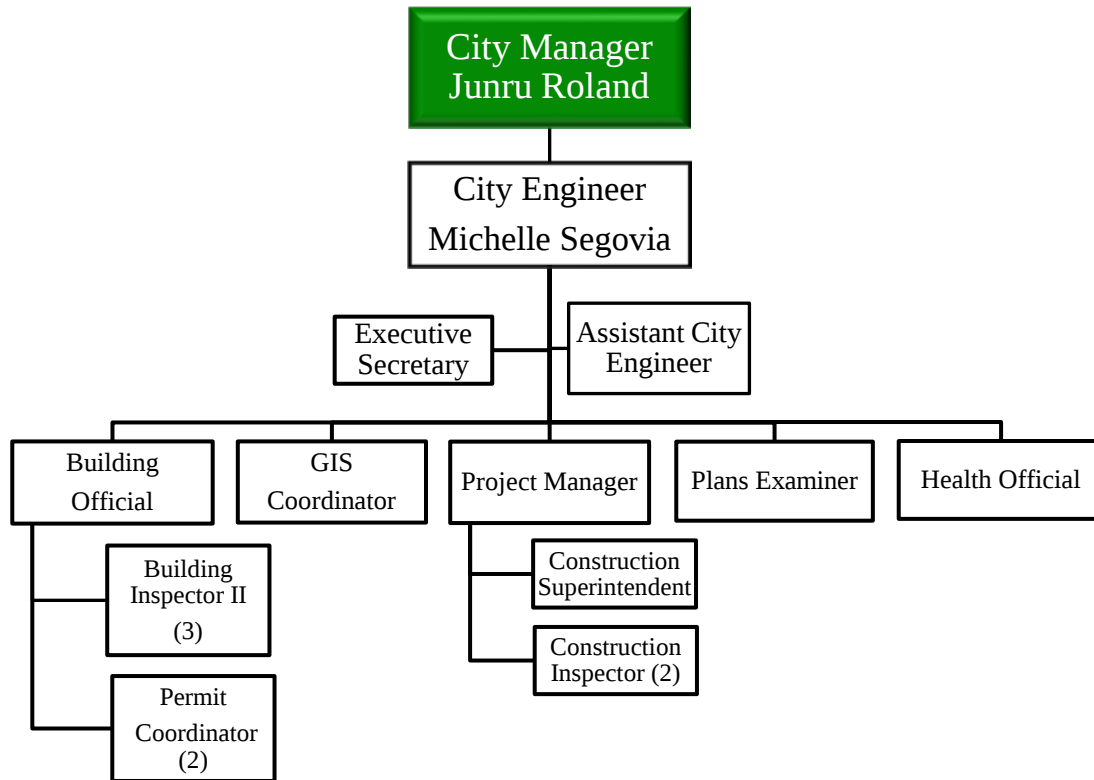
CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Engineering Department



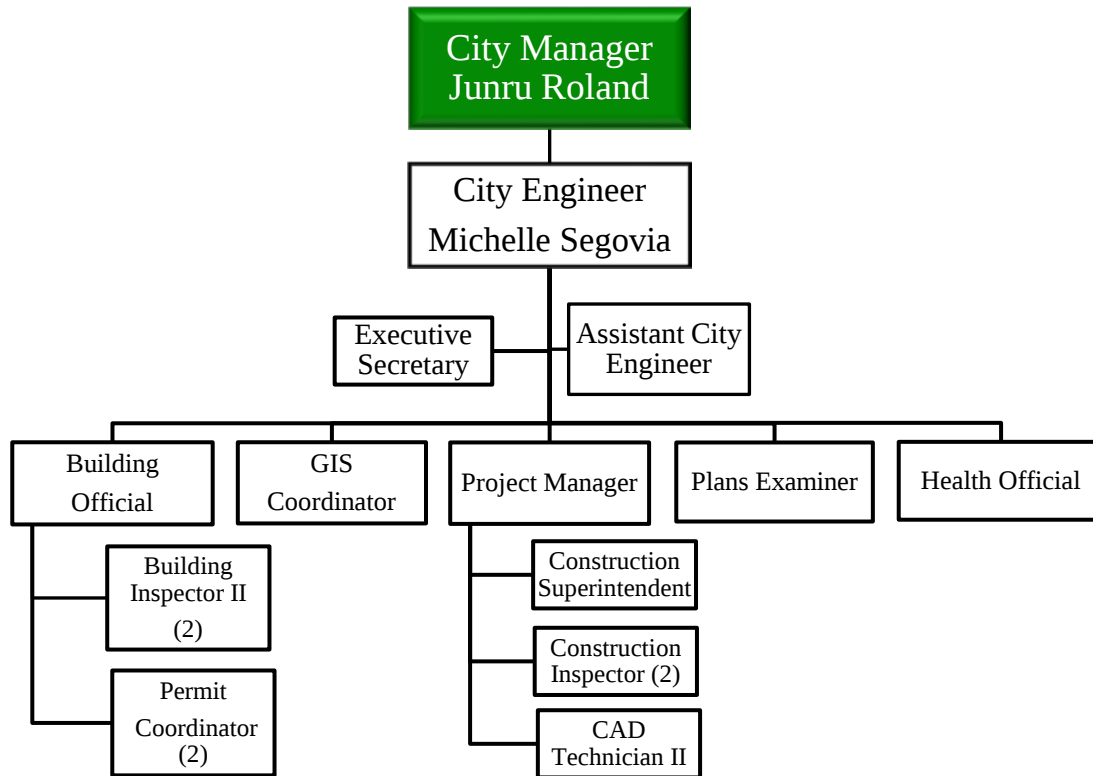
Department Head

Full-time position

Full-time position –
Funding Split

Part-time
position

Engineering Department



Department Head

Full-time position

Full-time position –
Funding Split

Part-time
position