

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Brad Richards, At Large Position 1
Chris Sanger, At Large Position 2
Scott Reed, District A



Adam Arendell, District B
Keith Thompson, District C
Glenn Starkey, District D

ALVIN CITY COUNCIL AGENDA

THURSDAY, JULY 7, 2016

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 Clerk's Office at 281-388-4255 or droberts@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 and west 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, July 7, 2016** 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. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Proclamation; Parks and Recreation Month; July 2016.
 - B. Presentation of the 2016 Citizen Survey Results.
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. Approve minutes of the June 16, 2016 City Council workshop.
 - B. Approve minutes of the June 16, 2016 City Council meeting.
 - C. Acknowledge receipt of the 2015 tax year annual report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).
6. **OTHER BUSINESS:**

Council may approve, discuss, refer, or postpone items under Other Business.

 - A. Reconsider bid award to Mar-Con Services, LLC for the construction of the Mustang Road Improvement Project in an amount not to exceed \$1,102,780.46, which includes the alternate bid item; and authorize the City Manager to sign the contract upon legal review.
 - B. Consider final plat of Country Lane Estates, being a subdivision of 8 acres (4455 County Road 172) out of lots 8 and 9 of the Otto Redeker Subdivision as recorded in volume 89,

page 448, Deed Records, Brazoria County, Texas, situated in the Francis Moore League, abstract 100, Brazoria County, Texas.

- C. Consider Debris Removal Contract extension with Crowder Gulf, LLC as primary and Ash Britt, Inc. as secondary for a one (1) time extension of five (5) years with the same conditions and pricing; and authorize City Manager to sign the contract.
- D. Consider Debris Monitoring Contract with True North Emergency Management as primary and O'Briens Response Management as secondary for a one (1) time extension of five (5) years with the same conditions and pricing as the 2011 contracts; and authorize the City Manager to sign the contract.
- E. Consider bid award to Forde Construction Company, Inc. for the 2016 Asphalt Pavement Project in an amount not to exceed \$782,716.20; and authorize the City Manager to sign the contract upon legal review.
- F. Consider Resolution 16-R-17 amending the City's Personnel Policy Manual clarifying a holiday pay benefit; establishing an effective date; and setting forth other matters related thereto.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

8. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

9. EXECUTIVE SESSION

The City Council will convene into a Closed Executive Meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

- A. Section 551.071(2) Attorney consultation to receive attorney advice and counsel in connection with the city's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.

10. RECONVENE TO OPEN SESSION

- A. Consider action(s), if any, on item(s) discussed in Executive Session.

11. 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 THURSDAY, JUNE 30, 2016 at 4:00 P.M.

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

Dixie Roberts, City Clerk

Removal Date: _____

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 17, 2016**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Darrell Dailey, Chair; Chris Hartman, Vice Chair; Missy Jordan, Secretary; Santos Garza; Charles Buckelew; Martin Vela and Sussie Sutton. Also present were Tommy Gust; Cheri Skelton; Councilman Brad Richards; staff members Larry Buehler, Economic Development Director; Shana Church, Administrative Assistant and Michelle Segovia, City Engineer. Absent were Randy Reed and Robin Revak-Golden.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of April 19, 2016.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of April 19, 2016. Seconded by Martin Vela, the motion carried on a vote of 5 ayes and 0 nays. Member Sussie Sutton abstained from the vote since she did not attend the April meeting.

4. Consider a second variance request for the property owners at 404 Lulac Street to waive the building setback requirement of Chapter 21, Section 37 (a) of the Code of Ordinances. Michelle Segovia, City Engineer, recommends variance request for discussion and approval. Commission Member Vela motioned to recommend for approval to present to City Council. Seconded by Member Sutton, the motion carried on a vote of 6 ayes, 0 nays.

5. Consider a variance request from Everest Design Group to the façade requirement of Chapter 35, Section 35-19(a)(4) of the Code of Ordinances, for a restaurant to be located on Reserve F of the Heritage South Development (Highway 6 across from Joe's BBQ). Michelle Segovia, City Engineer, recommends variance request for discussion and approval. Commission Member Vela motioned to recommend for approval to present to City Council. Seconded by Member Garza, the motion carried on a vote of 6 ayes and 0 nays.

6. Reports or requests from Commission Members.

Darrell Dailey asked if the City of Alvin has ever considered installing red light cameras at certain intersections. He has noticed a problem at the light at Highway 6 and 2nd St. Michelle Segovia, City Engineer stated the red light cameras to her knowledge, never went anywhere and there has been backlash from other cities that enforced them.

7. Staff report and update.

Michelle Segovia, City Engineer stated along with the two variances there will also be an engineering contract for the second phase of the Thoroughfare Plan going to Council this Thursday. Larry Buehler, Economic Development Director stated the City Council and Planning Commission will receive the Downtown Improvement Task Force presentation. Councilman Richards mentioned he enjoyed attending the Planning Commission meeting.

8. Items for the next meeting.

There were no items for the next meeting.

9. Adjournment.

Commission Member Charles Buckelew motioned to adjourn the meeting, seconded by Member Martin Vela. The motion carried on a vote of 6 ayes. The meeting ended at 6:40 p.m.

PASSED and Approved the 14th day of June, 2016.

/s/Darrell Dailey, Chair

Attest: /s/Missy Jordan, Secretary

City of Alvin
City Council Meeting



Public Comment Card

(Please Print Clearly)

NAME (required):

Pat Drachenberg

ADDRESS (required):

2012 Mustang Road
Alvin TX 77511

PHONE#: 713-253-3902

EMAIL: pdrachenberg@gmail.com

I wish to speak on the following:

Mustang Road Project
- alternate item - Sidewalk

Would you like to be contacted after the meeting? yes

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's seat on the dais in the City Council Chamber prior to the beginning of the meeting.

City of Alvin
City Council Meeting



Public Comment Card

(Please Print Clearly)

NAME (required):

Ricky D. Forrest

ADDRESS (required):

1718 W. Dumble #4
Alvin TX 77511

PHONE#:

2813312627

EMAIL:

rickyforrest@sbcglobal.net

I wish to speak on the following:

Veterans, Public Safety,
Leadership

Would you like to be contacted after the meeting? Yes

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's seat on the dais in the City Council Chamber prior to the beginning of the meeting.



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Alvin; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of health issues; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

NOW, THEREFORE, I, Paul A. Horn, Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the month of **July, 2016** as **Parks and Recreation Month**. We call upon the citizens of Alvin to join us in recognizing the importance of Alvin's parks and recreation programs and facilities and to support and enhance these programs that bring our community to a higher quality of life, safer places to play and healthy alternations through recreation.

WITNESS my hand and seal this 7th
day of July, 2016.

Paul A. Horn, Mayor



City of Alvin

Results of Citizen Survey



Survey Background

- The citizen survey idea originated at the City Council Goal Setting Workshop on March 17, 2016.
- The results of the survey would be utilized to enhance communication with citizenry; and as a basis to prepare the FY17 budget.
- Survey made available to residents from March 31, 2016 to May 20, 2016.
 - Posted on the City's website and social media sites
 - Sent out via GroupBuilder (Mass Email System)
 - Mailed out with water bills
 - Hard copies made available at City Facilities
 - Produced in Spanish & English



Citizen Survey Methodology: Projects

- ▶ **Citizens were asked to rate the following projects:**
 - ▶ Sidewalk Improvements
 - ▶ Drainage Study/Improvements
 - ▶ Water/Sewer Improvements
 - ▶ Downtown Revitalization
 - ▶ Street Improvements
 - ▶ Implement Zoning
 - ▶ Economic Development (bringing new businesses into Alvin)
 - ▶ Convention Center
 - ▶ Alvin Municipal Shooting Sports Complex
 - ▶ Railroad Crossing Quiet Zone
 - ▶ Park Improvements
 - ▶ Splash Pad in a City Park
 - ▶ Youth Activities
 - ▶ Senior Citizen Center Upgrades



Citizen Survey Methodology: Rating

- ▶ Rating Scale for each project:
 - ▶ High Need (Urgent, priority)
 - ▶ Medium Need (Not urgent, but needs to be done)
 - ▶ Low Need (Projects may be deferred)
 - ▶ No Need

- ▶ To assist in prioritizing the projects, staff assigned points to each rate.
 - ▶ 4 points for a “high need” rating
 - ▶ 3 points for a “medium need” rating
 - ▶ 2 points for a “low need” rating
 - ▶ 1 point for a “no need” rating



Please fill out the following form.



Highlight Existing Fields

CITY OF ALVIN CITIZEN SURVEY



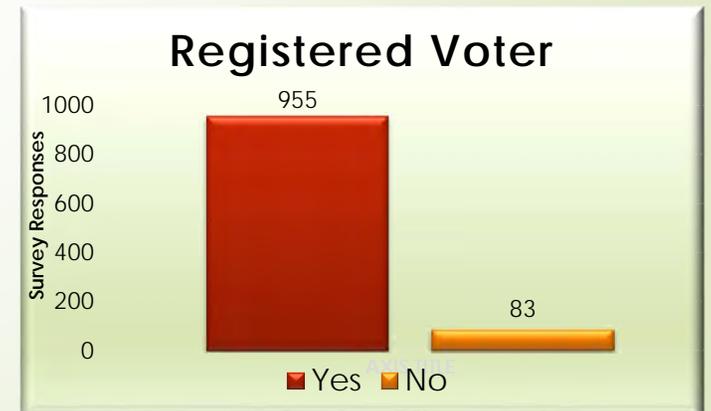
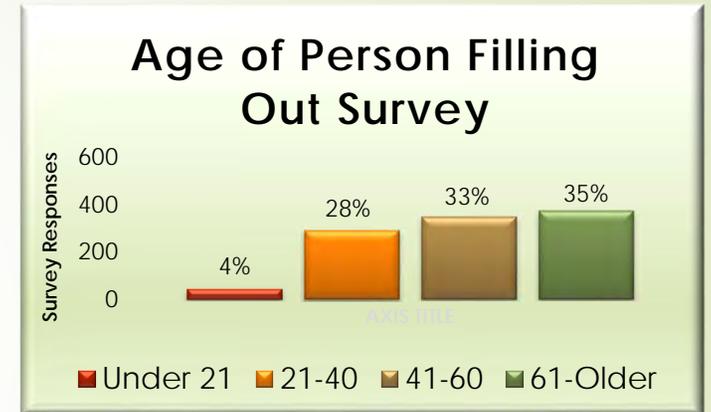
To help better serve the citizens of Alvin, please complete this survey and return it by May 20, 2016 to the City Clerk's office at City Hall or email a copy to skreed@cityofalvin.com. You can also take the survey online at www.alvin-tx.gov. Thank you!

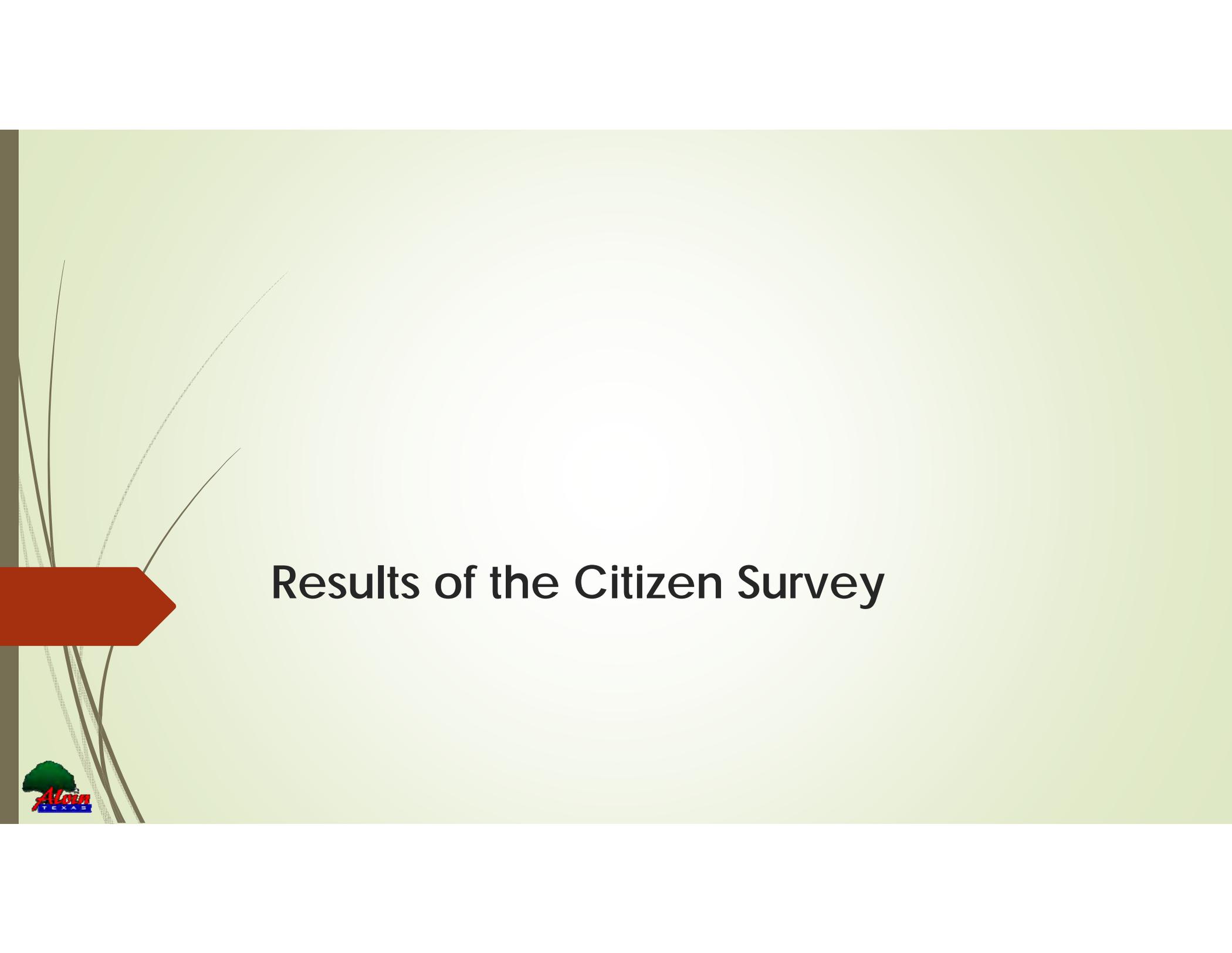
Projects	High Need	Medium Need	Low Need	No Need
Sidewalk Improvements - Currently spend \$100,000 per year on sidewalks. Increase annual spending.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Drainage Study/Improvements - Required study will cost approximately \$500,000.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Water/Sewer Improvements - Adopted Utility Master Plan calls for \$92M over the next 20 years.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Downtown Revitalization - Currently using a citizen taskforce to identify vision for downtown.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street Improvements - \$1.8 M was spent on street improvements in the last budget year. Covering 9 miles of roadway.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Implement Zoning - Implements land use requirements.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>



Citizen Survey: Demographics

- Approximately 1,105 surveys received.
 - 4% under 21 years old
 - 28% (21 – 40 years old)
 - 33% (41 – 60 years old)
 - 35% (61 and older years old)
- 92% of respondents identified themselves as Alvin Registered Voters.

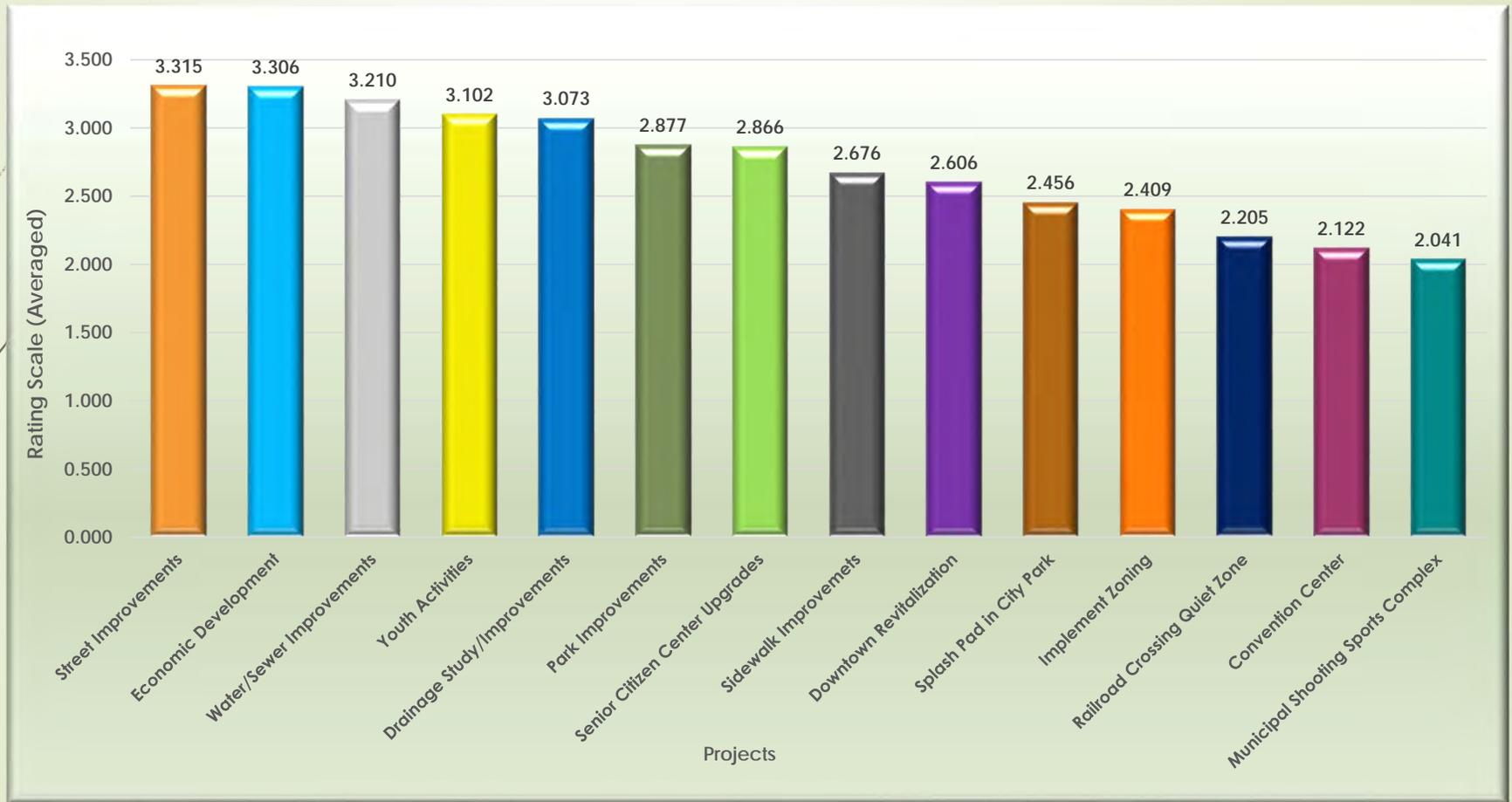




Results of the Citizen Survey



Results of the Citizen Survey





Street Improvements

Average ranking: 3.315

1st

- ▶ The City has implemented a street improvement program in which various asphalt and concrete streets within the City of Alvin are rehabilitated.
- ▶ Asphalt Roads.
 - ▶ 11.52 miles rehabbed in 2015
 - ▶ 4 miles rehabbed in 2016
 - ▶ 7 miles planned to be rehabbed in 2017
- ▶ Streets, drainage and sidewalks are funded from sales tax revenues.



Economic Development

Average ranking: 3.306

2nd

- Staff is proposing a business grant program in the upcoming budget.



Water/Sewer Improvements

Average ranking: 3.210

3rd

- ▶ City council approved funding for a Utility Master Plan (UMP). The UMP has been completed; and staff is in planning stages of implementation of projects identified in UMP.
 - ▶ Estimated cost - \$92M over 20 years
- ▶ Phase II of the Wastewater Treatment Plant Improvement Project is underway.
 - ▶ Cost - \$7.5M
- ▶ Construction of the Dyche Lane Elevated Water Storage Tank.
 - ▶ Cost - \$1.9M



Youth Activities

Average ranking: 3.102

4th

- ▶ Between June, 2015 and June, 2016, over 60 youth programs and events were offered. Examples include:
 - ▶ Summer Movie Series
 - ▶ Operation Recreation
 - ▶ Swim Lessons
 - ▶ Various Summer Camps
- ▶ Approximately 1,345 participants.



Drainage Study/Improvements

Average ranking: 3.073

5th

- ▶ M-1 Ditch Watershed Study was completed January, 2011.
 - ▶ Kost Detention Pond (Current Construction)
 - ▶ Durant Detention Pond (Current Design)



Park Improvements

Average ranking: 2.877

6th

- ▶ Parks Master Plan funded in 2016.
- ▶ Upcoming projects include:
 - ▶ Concrete bleacher pads
 - ▶ Butterfly Garden
 - ▶ Observation Deck and pavilion



Senior Center Upgrades

Average ranking: 2.866

7th

- ▶ Roof improvements (2016).
- ▶ HVAC replaced (2016).



Sidewalk Improvements

Average ranking: 2.676

8th

- ▶ City budgets (\$100,000) annually for sidewalk improvements.
- ▶ 2016 Downtown Sidewalk Project is underway.



Downtown Revitalization

Average ranking: 2.606

9th

- The Downtown Improvement Task Force was formed to develop a vision for the revitalization of Downtown Alvin.



Splash Pad in City Park

Average ranking: 2.456

10th

- To date, funding has not been appropriated for this project.



Implementation of Zoning

Average ranking: 2.409

11th

- ▶ Staff and City Council held land use workshops.
- ▶ City Charter requires public vote.



Railroad Crossing Quiet Zone

Average ranking: 2.205

12th

- ▶ Designed by HDR Engineering.
- ▶ Pending completion of Gordon crossing improvements by TxDOT.



Convention Center

Average ranking: 2.122

13th

- Funding has not been appropriated for a Convention Center.

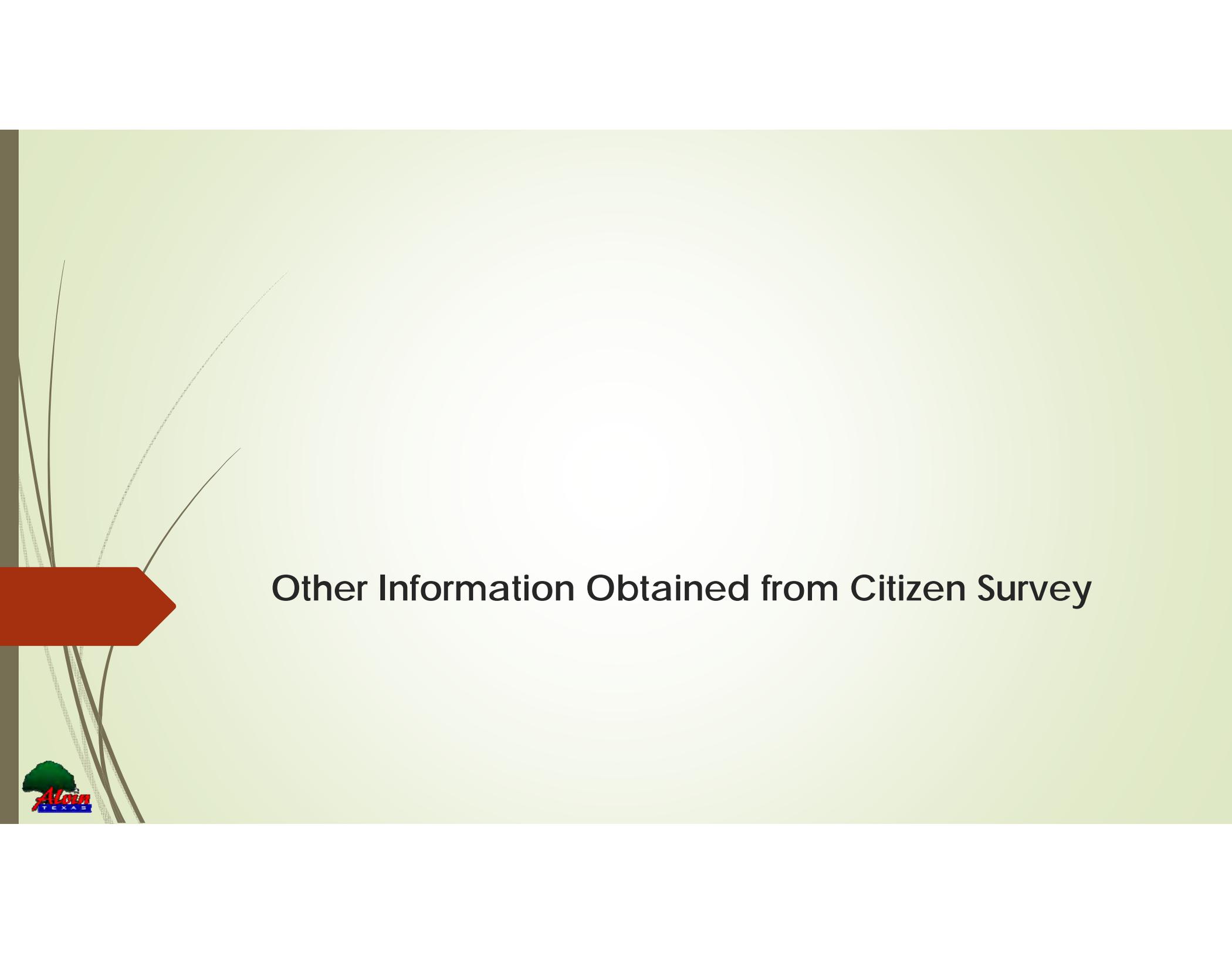


Municipal Shooting Sports Complex

Average ranking: 2.041

14th

- Staff is preparing final grant application to Texas Parks and Wildlife.

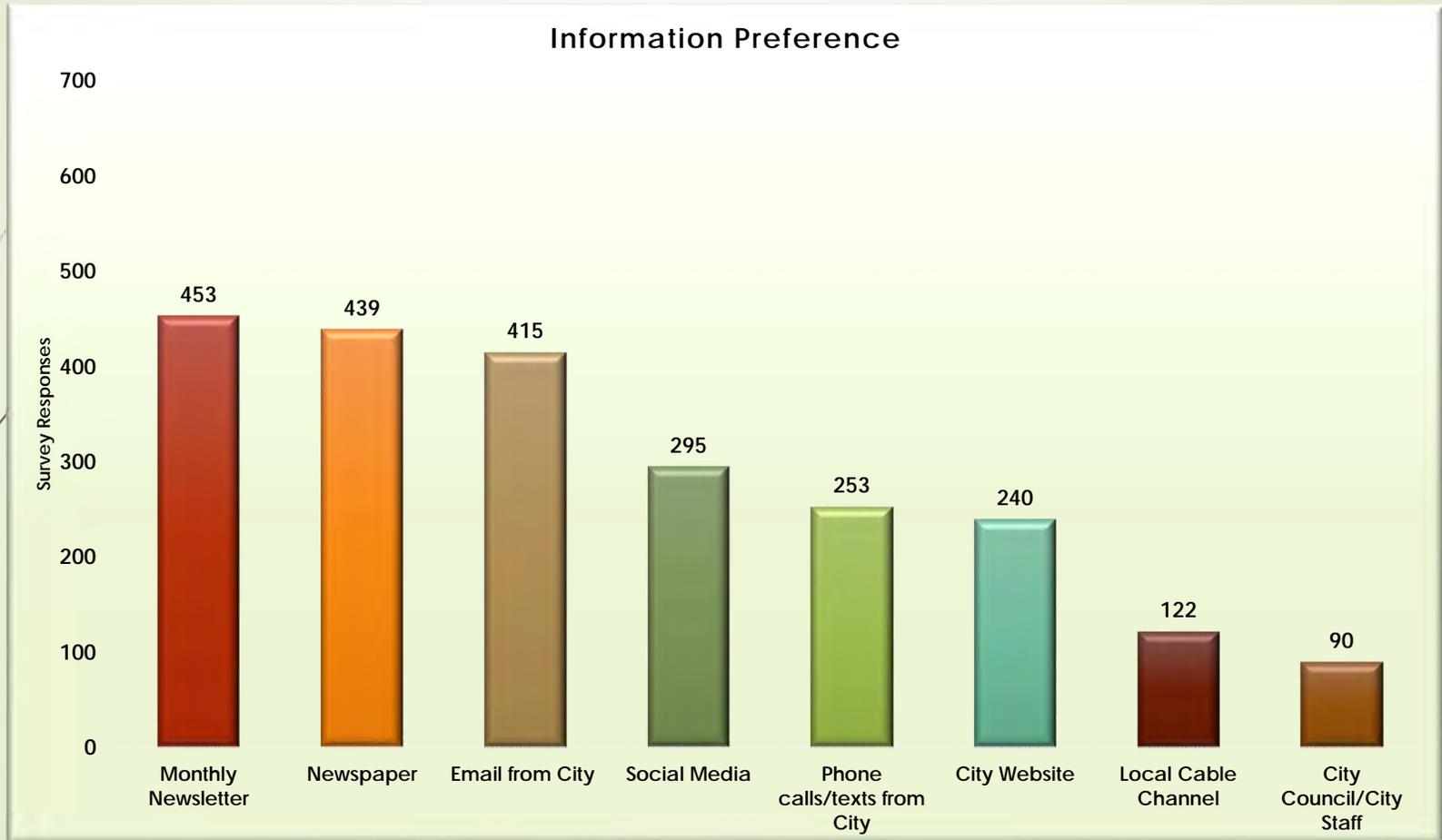


Other Information Obtained from Citizen Survey





Preferences In Receiving City Information





Credits for this Project

- ▶ Dixie Roberts, City Clerk
- ▶ Mary Dearing, Assistant to the City Manager

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY JUNE 16, 2016
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-tem Gabe Adame; Councilmembers: Keith Thompson, Scott Reed, Adam Arendell, Brad Richards, Chris Sanger and Glenn Starkey.

Staff members present: Sereniah Breland, City Manager; Grace Cruzen, Deputy City Clerk; and Larry Buehler, Economic Development Director.

ITEMS OF DISCUSSION

Discuss city owned property located on the corner of Hardie Street and Willis Street next to the Alvin Manvel Area Chamber of Commerce building (105 W. Willis St.).

Chad Dudley, Chairman of the Alvin Manvel Area Chamber of Commerce, Johanna McWilliams and Eric Kinnear addressed the Council in regards to acquiring the city owned property at Hardie and Willis Street for parking. Mr. Dudley explained to the Council that the Chamber plans to expand their building to the west end of their property which would leave only three parking spaces. Council Member Starkey recommended that this project be a joint venture with the Chamber. The City Manager clarified that lease agreements include public benefit. She explained to get a true legal opinion the City needs to know from the Chamber how the property is going to be used and what the property is going to be used for. The City Manager stated that she would have the City Attorney draft up requirements for selling the property and requirements for a public private partnership. Mr. Dudley commented that he would arrange to have the property appraised and provide the information to the City Manager.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:40 p.m.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
& EXECUTIVE SESSION
THURSDAY JUNE 16, 2016
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 Gabe Adame; Council members: Adam Arendell, Chris Sanger, Glenn Starkey, Keith Thompson, Scott Reed and Brad Richards.

Staff members present: Sereniah Breland, City Manager; Grace Cruzen, Deputy City Clerk; Robert Lee, Police Chief; and Dan Kelinske, Parks Director and Michelle Segovia, City Engineer.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Gabe Adame gave the invocation.

Eagle Scout Galen Mikel led the Pledge of Allegiance to the American Flag.

Eagle Scout Galen Mikel led the pledge to the Texas Flag.

PUBLIC COMMENT

Mr. Clint Wilson, 5 Kenny Ct., expressed concerns of too much fluoride in the water system. He pointed out the effects of excess fluoride has on children and adults. Mr. Wilson asked the Council what could be done to reduce the amount of fluoride in the water system.

Ms. Pat Drachenberg, 2012 Mustang Road, requested that the side walk on the west side of Mustang Road be removed from the Mustang Road Improvement project.

PRESENTATIONS

Presentation of Eagle Scout Awards to Galen Mikel and Andrew Schumann.
Mayor Horn presented a certificate of recognition to Eagle Scout Galen Mikel.

Proclamation; Brazoria County Library Systems 75th Diamond Jubilee Anniversary Celebration; June 18, 2016.

Mayor Horn presented a proclamation to Dana Kay Wilson, Librarian and David Thrash, Brazoria County Library Director in celebration of the 75th anniversary of the Brazoria County Library System.

Parks & Recreation Departmental Update.

Dan Kelinske, Parks and Recreation Director, gave an update on his department. He highlighted projects that were accomplished by the Parks Department.

Presentation regarding National Oak Park (requested by City Council member Richards). This item was discussed under Other Business but is being recorded here to maintain the integrity of the outline.

Council Member Richards and Sanger expressed concerns on the vandalism and inappropriate behavior at National Oak Park.

Dan Kelinske, Parks and Recreation Director, gave a presentation on the remediation that the Parks Department has done in National Oak Park. Council Member Starkey requested information on how much money has been spent in labor on maintaining the structures at National Oak Park.

PUBLIC HEARING

Conduct a public hearing and review of the City of Alvin, Texas, juvenile curfew ordinance, Article IV, curfew hours for juveniles; to determine the need to re-adopt, abolish, continue or modify the ordinance.

Police Chief Lee gave a presentation on the curfew ordinance.

Mayor Horn opened the public hearing at 7:29 p.m.

No one spoke for or against the ordinance.

Mayor Horn closed the public hearing at 7:29 p.m.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Approve minutes of the June 2, 2016 City Council workshop.

Approve minutes of the June 2, 2016 City Council meeting.

Consider Ordinance 16-I; an ordinance of the City of Alvin, Texas continuing the regulations in Article IV; Curfew Hours for Minors a part of Chapter 15 Offenses and Miscellaneous Provisions; concerning offenses for minors, parents of minors, and business establishments that violate curfew regulations; providing for two (2) public hearings; providing for a penalty; and setting forth other provisions related thereto.

State law requires the City Council to review a juvenile curfew ordinance every three years and to review the ordinances effect on a community. In the last three years we have issued eleven (11) warnings to juveniles, six (6) warnings to parents of juveniles and two (2) citations. In each of these cases the existence of the curfew ordinance allowed officers the ability to identify juveniles and notify parents or legal guardians in order to insure that these unaccompanied minors were picked up/delivered into the hands of a responsible adult. In some cases, the parent/guardian had no idea that the juvenile was absent from adult oversight. The overarching intent of the ordinance is to provide for the safety of juveniles, to curb the commission of juvenile crime and to maintain the general peace of the City during curfew hours.

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

OTHER BUSINESS:

Consider Amendment No. 3 to the Development and License Agreement with the Alvin Restaurant Group, Inc., dba the Barbed Rose Steakhouse and Seafood Company; and authorize the City Manager to sign.

The Owner of the two parcels of real estate that enjoy the benefits of the License Agreement, now intends to sell one of the parcels. The current License Agreement needs to be amended in order for the Buyer to have use of the Facility. This Amendment No. 3 provides a process that allows the License Agreement to transfer to the Buyer of the real estate, and includes the following contributions by the Buyer: 1. Provide portable restrooms for up to 5 City events each year in National Oak Park at Buyer's cost; 2. Provide 100 hours of volunteer community service per year in favor of the City park; 3. Provide live music and entertainment for an annual concert at the City Park at Buyer's cost; 4. Buyer will donate a caboose on loan to the City Park to enhance the Depot district. This Amendment also includes a provision for "sub-licensing" to tenants with Council approval under the same terms and conditions of the License Agreement.

Although I prefer an entirely new License Agreement due to the change in ownership of one of the properties, this Amendment will allow the parties to sell/buy within their desired closing date. A new License Agreement will be submitted to Council in the near future clarifying all the terms in a single document.

Council member Reed moved to approve amendment No. 3 to the Development and License Agreement with the Alvin Restaurant Group, Inc., dba the Barbed Rose Steakhouse and Seafood Company; and authorize the City Manager to sign. Seconded by Council Member Richards; motion carried on a vote of 7Ayes.

Consider bid award to Mar-Con Services, LLC for the construction of the Mustang Road Improvement Project in an amount not to exceed \$1,102,780.46, which includes the alternate bid item; and authorize City Manager to sign contract upon legal review.

On May 31, 2016 bids were opened for the Mustang Road Improvement Project and Mar-Con Services LLC. was the qualified low bidder. The Engineering Department has worked with this contractor before and was highly satisfied with the work performed.

Project Budget: \$1,500,000.00 Contract Amount: \$1,011,872.50 Alternate Bid Item: \$38,394.60 (Construction of a new sidewalk along the west side of the road) 5% Contingency: \$52,513.36 Total Amount: \$1,102,780.46 (Project is \$397,219.54 below budget) The project consists of the removal and replacement of concrete pavement, curb, driveways, sidewalk, storm sewer pipe, inlets, and manholes along the existing alignment of Mustang Road from S. Gordon Street to Bypass 35. The existing Mustang Road intersection with S. Gordon Street will be permanently closed and relocated 650 feet south on currently vacant property that was acquired by the City of Alvin in 1999. This project has been in design for the past three years and has been in the planning stage since 2003. On January 7, 2016 a City Council workshop was held to discuss the project, as well as, to hear concerns from a resident that lives along Mustang Road regarding the plan to construct a new sidewalk along the west side of the roadway as a part of this project. The Council discussed the proposed sidewalk and the intersection realignment at length and direction was given to staff to bid the sidewalk along the west side of the road as an alternate item that could be included or removed at Council's discretion at the time of bid award.

The Mustang Road and S. Gordon intersection is being relocated in an effort to ease traffic congestion at the S. Gordon and South Street signal controlled intersection. This relocation has been approved/permitted by the Texas Department of Transportation (TXDOT). The project is scheduled to start in early July and has a construction time of 180 days. The \$397,219.54 in excess funds will remain in the Sales Tax Fund, to be used for future street improvements.

Michelle Segovia, City Engineer, explained the need for this project.

Following discussion, Council Member Arendell moved to award bid to Mar-Con Services, LLC for the construction of the Mustang Road Improvement Project in an amount not to exceed \$1,102,780.46 and to remove the alternate bid. Seconded by Council Member Adame.

Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	Aye
Council member Richards	No		

Motion carried.

Consider appointments to the 2016 Charter Review Commission.

Advertisements seeking members to serve on this commission were published in The Alvin Sun and posted to the city's various social media sites. The following individuals submitted an application to serve: Terry Droege, Missy Jordan, Jimmy Kitchens, Debra McDonald, Tommy Peebles, Brenda Smith, Roger Stuksa and Kerry Ulm (a nonresident applied but lacks the residency requirement). Please note that City Council has the authority to appoint willing citizens to the commission who haven't yet filled out an application to serve. A spreadsheet of applicant information has been created and is included in your packet. The only requirement to serve on the commission is to be a citizen of the City of Alvin. All applicants submitted before council meet the requirement.

Council Member Thompson nominated Martin Vela, Marisol Jimenez, Santos Garza, Armando Cespedes, Chad Gormly, Brenda Smith and Kerry Ulm.

Council Member Reed nominated Terry Droege, Missy Jordan, Chad Gormly, Jimmy Kitchens, Tommy Peebles and Brenda Smith.

Council Member Arendell nominated Debra McDonald

Council Member Sanger nominated Martin Vela, Marisol Jimenez, Santos Garza, Chad Gormly, Brenda Smith and Kerry Ulm.

Council Member Reed moved to nominate Terry Droege to the Charter Review Commission. Seconded by Council Member Adame; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	No
Council member Richards	No		

Motion failed.

Council Member Reed moved to nominate Missy Jordan to the Charter Review Commission; Seconded by Council Member Adame; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	No
Council member Richards	No		

Motion failed.

Council Member Reed moved to nominate Jimmy Kitchens to the Charter Review Commission; Seconded by Council Member Arendell; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	Aye
Council member Richards	No		

Motion carried.

Council Member Reed moved to nominate Debra McDonald to the Charter Review Commission; Seconded by Council Member Adame; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	No
Council member Richards	No		

Motion failed.

Council Member Reed moved to nominate Tommy Peebles to the Charter Review Commission; Seconded by Council Member Adame; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Sanger	No
Council member Reed	Aye	Council member Adame	Aye
Council member Arendell	Aye	Council member Starkey	No
Council member Richards	No		

Motion failed.

Council Member Reed moved to nominate Brenda Smith to the Charter Review Commission. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

Council Member Reed moved to nominate Chad Gormly to the Charter Review Commission. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

Council Member Thompson moved to nominate Kerry Ulm to the Charter Review Commission. Seconded by Council Member Starkey; motion carried on a vote of 7 Ayes.

Council Member Sanger moved to nominate Martin Vela. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

Council Member Sanger moved to nominate Marisol Jimenez. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

Council Member Sanger moved to nominate Santos Garza. Seconded by Council Member Thompson; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of July 7, 2016.

Ms. Breland reviewed the preliminary list for the July 7th City Council Meeting.

Announcements/Items of Community Interest.

Ms. Cruzen reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

Announcements and requests from Council members.

Council member Thompson announced that city staff is sending out letters regarding high grass to areas within in district C.

Council member Reed announced the funeral service of Dominic Vargas. Mr. Vargas was a close friend of the Reed family.

Council member Arendell invited those in attendance to the youth baseball All Star games on June 17-21 at Lions Park.

Council member Sanger announced that the tall grass on Bypass 35 has been cut. He commended Dan Kelinske and the Parks Department for their diligence in maintaining the parks and commended Mr. Kelinske on his strong work ethics. Council Member Sanger requested everyone to keep the flood victims in their prayers as they go through the recovery phase.

Council member Adame thanked Dan Kelinske for his departmental presentation. He wished everyone in attendance a Happy Father's Day.

Council member Starkey expressed condolences to the Pearland Police officer and the Alvin citizen. He announced the Alvin Animal Adoption Center Freedom Celebration on July 2, 2016; 10-2 p.m. He also announced that on the 2nd Friday of the month Faith Family Fellowship holds a family oriented wrestling event. Council member Starkey commented on the recent attack in Orlando, Florida and urge everyone to remain united.

EXECUTIVE SESSION

Mayor Horn called for an Executive Session at 8:38 p.m. in accordance to the following:

Section 551.074 of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

1. Discuss the evaluation of city manager.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 10:06 p.m.

Consider action, if any, on item(s) discussed in Executive Session.

No action was taken.

ADJOURNMENT

Council member Starkey moved to adjourn the meeting at 10:07p.m. Seconded by Council Member Reed; the motion carried on a vote 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Economic Development

Contact: L. Buehler, Director of Economic Dev.

Agenda Item: Acknowledge receipt of the 2015 tax year annual report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Kendall Lakes development has a Tax Increment Investment Zone (TIRZ) covering the entire development. A TIRZ is utilized by cities and developers as a way to fund infrastructure inside a development. A TIRZ issues bonds to cover the costs and is reimbursed by the ad valorem (property) taxes collected. Currently no bonds have been issued as the developer is covering infrastructure costs until sufficient development is on the ground to support bond financing. The TIRZ is governed by a board appointed by city council. The board engages a zone administrator to conduct and record all the business activity. The annual report shows the budget, revenues, expenditures, and development activity. The State of Texas requires the city council to formally receive and acknowledge the report and then the zone administrator files all necessary documents with the State of Texas. The TIRZ Board met on 6-21-16, reviewed, and approved the annual report.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Kendall Lakes TIRZ 2015 Annual Report

Recommendation: Move to receive and acknowledge the 2015 tax year annual report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

2015 ANNUAL REPORT

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF ALVIN, TEXAS**



Tax Year 2015

TABLE OF CONTENTS

City of Alvin, City Council	1
TIRZ Board of Directors	2
Description of Zone.....	3
Purpose of Zone.....	4
State of the Zone and Plan Implementation in 2015	6
Revenue.....	6
Expenditures	7
Interest Due on Outstanding Bonds	8
Base Value & Captured Appraised Value	9
Increment Received by Taxing Entities.....	9

LIST OF FIGURES

Figure 1: City of Alvin TIRZ Vicinity Map	3
Figure 2: City of Alvin TIRZ Boundary Map	3
Figure 3: City of Alvin TIRZ Original Land Plan.....	5
Figure 4: City of Alvin TIRZ Amended Land Plan	5

LIST OF TABLES

Table A: Revised Land Use Breakdown	4
Table B: Participation Schedule	6
Table C: Captured Appraised Value Generated For 2015	6
Table D: Five-Year Tax Increment Revenue Fund Balance History	6
Table E: Project Costs Changes in Amended Project Plan	7
Table F: Amended Total TIRZ and MUD Project Costs	8

COMPLIANCE

Texas Tax Code 311.016 (a):	
(1).....	6
(2).....	7
(3).....	8
(4).....	9
(5).....	9

CITY OF ALVIN, TEXAS 2015 CITY COUNCIL

Mayor

Hon. Paul Horn

Council Members

Hon. Scott Reed
District A

Hon. Adam Arendell
District B

Hon. Keith Thompson
District C

Hon. Roger E. Stuksa
District D

Hon. Gabe Adame
Mayor Pro Tem
District E

Hon. Brad Richards
At Large 1

Hon. Terry Droege
At Large 2

**TAX INCREMENT REINVESTMENT ZONE NUMBER
TWO, CITY OF ALVIN, TEXAS
2015 BOARD OF DIRECTORS**

Position 1	Mike Pyburn, Chair City Council Designee
Position 2	Armando Cespedes City Council Designee
Position 3	Keith Thompson City Council Designee
Position 4	Vicki Ennis City Council Designee
Position 5	Andy Reyes City Council Designee
Position 6	Marjorie Planka City Council Designee
Position 7	Ron Mercer City Council Designee
Position 8	Tom Stansel City Council Designee
Position 9	Ricky Kubeczka Developer Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), the City of Alvin, Texas (the “City”) established Reinvestment Zone Number Two, City of Alvin, Texas (the “Zone”) on December 22, 2003. The Zone, also known as the Kendall Lakes TIRZ, consists of approximately 541 acres located in Brazoria County, Texas (the “County”) near the City’s northern boundary. The Project Plan and Reinvestment Zone Financing Plan (the “Plan” or “Project Plan”) was adopted by City Council on April 19, 2007. An amended Project Plan was adopted by City Council on April 2, 2009.

To aid and assist in the implementation of the Plan, the City created the Kendall Lakes TIRZ Redevelopment Authority (the “Authority”), a Local Government Corporation incorporated on August 2, 2006. The private sector developer for the Zone is Skymark Development Company, Inc. (the “Developer”), a Texas corporation. The Zone, Authority and the Developer entered into an Amended and Restated Development Agreement in 2009.

The Zone is bounded generally by the American Canal, State Highway 35, a southern boundary approximately parallel to Victory Lane, and the Atchison Topeka and Santa Fe Railroad. All of the land is located in the City of Alvin, Brazoria County, Texas and at the inception of the Zone was predominantly open and platted as residential. A map illustrating the general vicinity of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary. The Zone was created to capture the great potential the property has due to its location by partnering with the Developer to reimburse the infrastructure necessary to support commercial and residential development. The Zone was created for a 30-year duration, or until dissolved by the City.

Figure 1: Vicinity Map

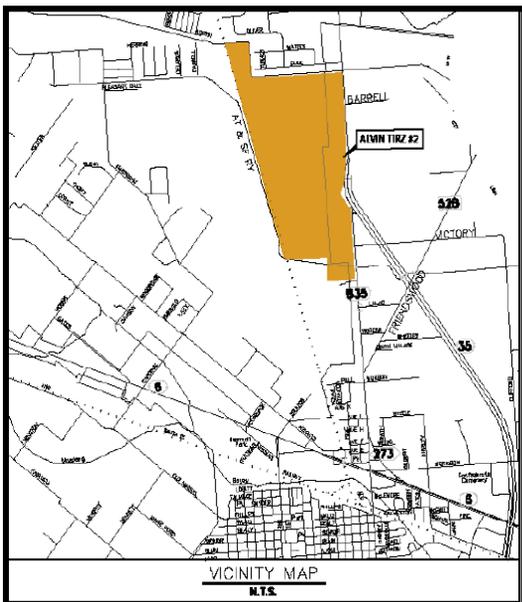


Figure 2: Zone Boundary



PURPOSE OF ZONE

The original purpose of the Zone was to facilitate the development of a quality master-planned community, including a new single-family development consisting of 1,869 new homes, 52 acres of commercial development, with amenities and sustainability that will contribute to the growth of the tax base for the City.

The City Council in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Council further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone are described in the Project Plan.

The Project Plan was amended in 2009 to revise land uses and project descriptions, and to update various revenue and budget schedules for the Plan. The City's Economic Development Corporation has begun to utilize the revised land plan as the basis to market and attract commercial and industrial uses as the highest and best use in the southernmost portion of the Zone. Table A shows the breakdown of the revised land uses shown in the amended Plan.

Table A: Revised Land Use Breakdown

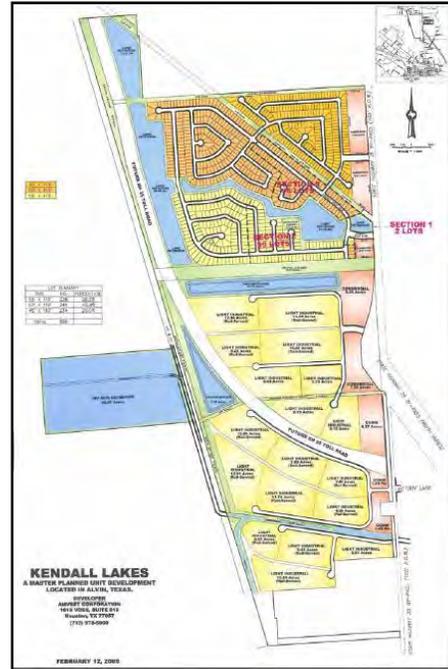
Land Use	Acreage	Percent
Residential	99	18%
Commercial/Retail	42	8%
Light Industrial	177	32%
Detention/Amenity Lakes/Drainage	81	16%
Roadways/Easements/Open Space	142	26%
Total	541	100%

The original Land Plan for the Zone is shown below as Figure 3 and the amended Land Plan is shown in Figure 4.

Figure 3: Original Land Plan



Figure 4: Amended Land Plan



Brazoria County Certified Appraisal Roll for 2015 indicated a total of 175 homes were occupied.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2015

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

In 2015, the City was the sole participating taxing entity in the Zone. Table B below shows the City's tax rate for 2015 and the 2 previous years, all in which the City has dedicated 100% to the Zone.

Table B: Participation Schedule

Jurisdiction	2013 Tax Rate	2014 Tax Rate	2015 Tax Rate	Zone Duration
City of Alvin	\$0.8436	\$0.8386	\$0.8386	2004-2034

Tax Rate Source: Brazoria County Appraisal District

Table C illustrates the captured appraised value between the base year 2004 and tax year 2015.

Table C: Captured Appraised Value Generated For 2015

Taxing Entity	Base Year Value (2004)	2015 Value	2015 Captured Appraised Value (Increment)
City of Alvin	\$286,780	\$25,560,744	\$25,273,964

Table D below shows the amount of the City's incremental revenue paid into the tax increment fund for the previous 5-year period.

Table D: Five-Year Tax Increment Revenue Fund Balance History

Taxing Entity	2011	2012	2013	2014	2015
City of Alvin	\$53,177	\$72,446	\$90,813	\$143,289	\$184,435

Note: Amounts shown include City's 5% Administrative Fee

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan. The Zone was created for duration of 30 years, or until dissolved by the City.

The total estimated cost of the public improvements within the Zone that will be reimbursed with tax increment, as outlined in the amended Project Plan, amounts to \$29,877,039. The overall development financing structure includes both TIRZ and Municipal Utility District (“MUD”) infrastructure reimbursements. Table E shows the specific changes to project costs included in the amended Project Plan. Table F reflects the amended total for TIRZ and MUD project costs.

Table E: Project Costs Changes in Amended Project Plan

Revised Estimated Project Costs Based on Land Plan Revision		
TIRZ Projects	Original Project Costs	Revised Projected Costs
Public Streets	\$3,228,039	\$4,130,000
Clearing and Grubbing	\$140,420	\$194,000
Parks and Recreation	\$920,000	\$920,000
Enhanced Landscaping	\$2,976,885	\$1,830,000
Engineering	\$1,037,302	\$1,061,000
Contingency	\$691,534	\$707,400
Total	\$8,994,180	\$8,842,400

Table F: Amended Total TIRZ and MUD Project Costs

Proposed Distribution of Public Infrastructure Costs

Projects	TIRZ Projects	MUD Projects	Total
Public Streets	\$4,130,000		\$4,130,000
Clearing and Grubbing	\$194,000	\$685,580	\$879,580
Parks and Recreation	\$920,000		\$920,000
Enhanced Landscaping	\$1,830,000		\$1,830,000
Water Lines		\$3,261,793	\$3,261,793
Sanitary Sewer Lines		\$6,451,264	\$6,451,264
Storm Sewers		\$4,982,872	\$4,982,872
Storm Water PPP		\$773,961	\$773,961
Detention Pond and Channel		\$3,434,383	\$3,434,383
Engineering	\$1,061,000	\$3,033,400	\$4,094,400
Contingency	\$707,400	\$1,683,583	\$2,390,983
TIRZ Creation Costs	\$125,000		\$125,000
TIRZ Administration	\$600,000		\$600,000
Value Rebated to MUD	\$12,564,422		\$12,564,422
City 5% Administration Charge	\$1,303,607		\$1,303,607
Reimbursable to City for Services	\$6,441,610		\$6,441,610
Miscellaneous		\$1,052,653	\$1,052,653
Total	\$29,877,039	\$25,359,489	\$55,236,528

TIRZ Authorized Projects in 2015:

In 2015, the Board of Directors authorized the Developer to design and construct a park and trails project in accordance with the requirements of the City’s codes. The Board approved the project with an estimated budget of \$115,000 and a not-to-exceed amount of \$150,000.

The eligible administrative expenses for 2015 totaled \$62,659.05 and included legal, bookkeeping, municipal cost of service, insurance, audit services, and zone administration and management fees, all of which were paid from the increment funds transferred to the Kendall Lakes Redevelopment Authority.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued no debt and therefore had no interest or principal due on outstanding bonds.

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

As of January 1, 2004, the base year for the Zone, the total appraised value of the property was \$286,780. On January 1, 2015, the area encompassed by the Zone had a total appraised value of \$25,560,744. As a result, the total captured appraised value on the tax roll as of January 1, 2015 was \$25,273,964 as illustrated in Table C.

Increment Received by Taxing Entities

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City is the only participating taxing entity in the Zone. The increment revenue generated for tax year 2015 was \$184,435 as shown in Table D.

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
CITY OF ALVIN, TEXAS
2015 ANNUAL REPORT
Tax Year Ending December 31, 2015

Prepared by Marsh Darcy Partners, Inc.



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Reconsider bid award to Mar-Con Services, LLC for the construction of the Mustang Road Improvement Project in an amount not to exceed \$1,102,780.46, which includes the alternate bid item; and authorize City Manager to sign the contract upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On May 31, 2016 bids were opened for the Mustang Road Improvement Project and Mar-Con Services LLC. was the qualified low bidder. The Engineering Department has worked with this contractor before and was highly satisfied with the work performed.

Project Budget:	\$1,500,000.00	
Contract Amount:	\$1,011,872.50	
Alternate Bid Item:	\$38,394.60	(Construction of a new sidewalk along the west side of the road)
5% Contingency:	\$52,513.36	
Total Amount:	\$1,102,780.46	(Project is \$397,219.54 below budget)

The project consists of the removal and replacement of concrete pavement, curb, driveways, sidewalk, storm sewer pipe, inlets, and manholes along the existing alignment of Mustang Road from S. Gordon Street to Bypass 35. The existing Mustang Road intersection with S. Gordon Street will be permanently closed and relocated 650 feet south on currently vacant property that was acquired by the City of Alvin in 1999. This project has been in design for the past three years and has been in the planning stage since 2003.

On January 7, 2016 a City Council workshop was held to discuss the project, as well as, to hear concerns from a resident that lives along Mustang Road regarding the plan to construct a new sidewalk along the west side of the roadway as a part of this project. The Council discussed the proposed sidewalk and the intersection realignment at length and direction was given to staff to bid the sidewalk along the west side of the road as an alternate item that could be included or removed at Council's discretion at the time of bid award.

The Mustang Road and S. Gordon intersection is being relocated in an effort to ease traffic congestion at the S. Gordon and South Street signal controlled intersection. This relocation has been approved/permitted by the Texas Department of Transportation (TXDOT).

The project is scheduled to start in early July and has a construction time of 180 days.

The \$397,219.54 in excess funds will remain in the Sales Tax Fund, to be used for future street improvements.

This item was requested to come back before City Council for discussion and consideration.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Account Number: 312-5501-00-9063 **Amount:** \$1,102,780.46 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** June 8, 2016

Supporting documents attached:

- Bid Tabulation
 - Proposal
-

Recommendation: Move to award a bid to Mar-Con Services, LLC for the construction of the Mustang Road Improvement Project for the total amount not to exceed \$1,102,780.46, which includes the alternate bid item; and authorize City Manager to sign 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

BID TABULATION
Mustang Road Improvements Project

City of Alvin, Texas				Mar-Con Services, LLC		Triple B Services		Precise Services, Inc.		Hassell Construction Co. Inc.		Tandem Services, LLC		DWC Management, LLC	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Site Demolition Concrete Pavement & Concrete Curb	S.Y.	8,136	\$2.30	\$18,712.80	\$1.90	\$15,458.40	\$1.75	\$14,238.00	\$1.85	\$15,051.60	\$5.00	\$40,680.00	\$4.00	\$32,544.00
2	8" Concrete Pavement Mustang Road & New Intersection	S.Y.	8,595	\$45.50	\$391,072.50	\$52.00	\$446,940.00	\$46.00	\$395,370.00	\$51.40	\$441,783.00	\$61.25	\$526,443.75	\$69.00	\$593,055.00
3	Roadway Excavation and Backfill	C.Y.	991	\$8.90	\$8,819.90	\$17.15	\$16,995.65	\$25.00	\$24,775.00	\$11.15	\$11,049.65	\$10.00	\$9,910.00	\$15.00	\$14,865.00
4	8" Lime Stabilized Subgrade Includes 6% Lime	S.Y.	9,555	\$5.10	\$48,730.50	\$2.75	\$26,276.25	\$9.75	\$93,161.25	\$5.10	\$48,730.50	\$8.50	\$81,217.50	\$8.20	\$78,351.00
5	Extra Commercial Lime Slurry	TON	50	\$161.30	\$8,065.00	\$190.00	\$9,500.00	\$173.45	\$8,672.50	\$170.00	\$8,500.00	\$250.00	\$12,500.00	\$190.00	\$9,500.00
6	Site Demolition 4" Concrete Sidewalk East Side Only	S.Y.	909	\$1.70	\$1,545.30	\$1.75	\$1,590.75	\$9.00	\$8,181.00	\$1.65	\$1,499.85	\$6.00	\$5,454.00	\$4.00	\$3,636.00
7	4" Concrete Sidewalk East Side Only	S.Y.	909	\$40.60	\$36,905.40	\$52.75	\$47,949.75	\$31.50	\$28,633.50	\$60.00	\$54,540.00	\$59.40	\$53,994.60	\$41.00	\$37,269.00
8	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single	EA.	2	\$1,022.20	\$2,044.40	\$2,450.00	\$4,900.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$700.00	\$1,400.00	\$1,196.00	\$2,392.00
9	Install Type "C" Inlet	EA.	2	\$2,165.00	\$4,330.00	\$4,250.00	\$8,500.00	\$1,990.00	\$3,980.00	\$2,100.00	\$4,200.00	\$4,140.00	\$8,280.00	\$2,464.00	\$4,928.00
10	Remove Existing Inlet & Install Type "BB" Inlet	EA.	8	\$2,485.30	\$19,882.40	\$4,500.00	\$36,000.00	\$2,300.00	\$18,400.00	\$2,500.00	\$20,000.00	\$2,820.00	\$22,560.00	\$2,580.00	\$20,640.00
11	6" Concrete Curb	L.F.	4,439	\$2.50	\$11,097.50	\$3.80	\$16,868.20	\$2.59	\$11,497.01	\$2.65	\$11,763.35	\$4.00	\$17,756.00	\$4.60	\$20,419.40
12	Install Type "A" Inlet	EA.	1	\$1,207.70	\$1,207.70	\$5,050.00	\$5,050.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$1,400.00	\$1,400.00	\$1,476.00	\$1,476.00
13	Storm Water Manhole	EA.	2	\$1,926.10	\$3,852.20	\$2,840.00	\$5,680.00	\$2,100.00	\$4,200.00	\$3,100.00	\$6,200.00	\$3,340.00	\$6,680.00	\$2,743.00	\$5,486.00
14	Storm Water 5' X 5' Box	EA.	6	\$2,447.00	\$14,682.00	\$9,008.50	\$54,051.00	\$2,500.00	\$15,000.00	\$4,000.00	\$24,000.00	\$4,000.00	\$24,000.00	\$2,970.00	\$17,820.00
15	Site Demolition Existing Driveways	S.Y.	943	\$4.50	\$4,243.50	\$2.55	\$2,404.65	\$9.00	\$8,487.00	\$1.60	\$1,508.80	\$6.00	\$5,658.00	\$4.00	\$3,772.00
16	6" Concrete Driveways	S.Y.	1,097	\$52.60	\$57,702.20	\$110.00	\$120,670.00	\$56.00	\$61,432.00	\$53.70	\$58,908.90	\$64.35	\$70,591.95	\$51.00	\$55,947.00
17	18" RCP Open Area	L.F.	20	\$60.10	\$1,202.00	\$60.00	\$1,200.00	\$86.20	\$1,724.00	\$70.00	\$1,400.00	\$54.00	\$1,080.00	\$86.00	\$1,720.00
18	18" RCP Paved Area	L.F.	64	\$62.60	\$4,006.40	\$65.00	\$4,160.00	\$91.25	\$5,840.00	\$70.00	\$4,480.00	\$54.00	\$3,456.00	\$86.00	\$5,504.00
19	24" RCP Open Area	L.F.	26	\$69.20	\$1,799.20	\$75.00	\$1,950.00	\$82.00	\$2,132.00	\$80.00	\$2,080.00	\$68.00	\$1,768.00	\$97.00	\$2,522.00
20	24" RCP Paved Area	L.F.	60	\$76.90	\$4,614.00	\$75.00	\$4,500.00	\$102.00	\$6,120.00	\$80.00	\$4,800.00	\$76.00	\$4,560.00	\$97.00	\$5,820.00
21	14" X 23" Arch Pipe Open Area	L.F.	57	\$111.60	\$6,361.20	\$85.00	\$4,845.00	\$94.50	\$5,386.50	\$85.00	\$4,845.00	\$99.00	\$5,643.00	\$114.00	\$6,498.00
22	14" X 23" Arch Pipe Paved Area	L.F.	141	\$111.60	\$15,735.60	\$110.00	\$15,510.00	\$117.50	\$16,567.50	\$85.00	\$11,985.00	\$99.00	\$13,959.00	\$114.00	\$16,074.00
23	12" PVC Pipe Paved Area	L.F.	26	\$44.70	\$1,162.20	\$35.00	\$910.00	\$140.00	\$3,640.00	\$60.00	\$1,560.00	\$45.00	\$1,170.00	\$77.00	\$2,002.00
24	Remove Existing Storm Pipe All Sizes as Shown on Plans	L.F.	797	\$13.10	\$10,440.70	\$10.00	\$7,970.00	\$18.00	\$14,346.00	\$25.25	\$20,124.25	\$10.00	\$7,970.00	\$17.00	\$13,549.00
25	36" RCP Paved Area	L.F.	540	\$106.40	\$57,456.00	\$120.00	\$64,800.00	\$150.00	\$81,000.00	\$142.00	\$76,680.00	\$95.00	\$51,300.00	\$155.00	\$83,700.00
26	Concrete Pavement Expansion Joints	L.F.	1,311	\$3.70	\$4,850.70	\$7.00	\$9,177.00	\$7.50	\$9,832.50	\$8.00	\$10,488.00	\$5.90	\$7,734.90	\$3.90	\$5,112.90
27	Asphalt Transition Includes Base Material & Asphalt Pavement	S.Y.	345	\$55.90	\$19,285.50	\$25.00	\$8,625.00	\$60.50	\$20,872.50	\$89.35	\$30,825.75	\$124.40	\$42,918.00	\$50.00	\$17,250.00
28	Concrete Pilot Channel	L.F.	97	\$36.10	\$3,501.70	\$150.00	\$14,550.00	\$21.00	\$2,037.00	\$28.00	\$2,716.00	\$41.50	\$4,025.50	\$21.00	\$2,037.00
29	Storm Water Prevention	L.S.	1	\$3,780.00	\$3,780.00	\$4,400.00	\$4,400.00	\$7,000.00	\$7,000.00	\$5,155.00	\$5,155.00	\$15,000.00	\$15,000.00	\$9,595.00	\$9,595.00
30	Mobilization Not to Exceed 5%	L.S.	1	\$50,000.00	\$50,000.00	\$16,450.50	\$16,450.50	\$48,587.99	\$48,587.99	\$53,500.00	\$53,500.00	\$40,807.17	\$40,807.17	\$71,209.00	\$71,209.00
31	Trench Safety	L.F.	934	\$0.20	\$186.80	\$0.01	\$9.34	\$4.50	\$4,203.00	\$1.60	\$1,494.40	\$2.30	\$2,148.20	\$2.00	\$1,868.00
32	Concrete Saw Cut	L.F.	2,500	\$6.30	\$15,750.00	\$7.00	\$17,500.00	\$9.00	\$22,500.00	\$9.55	\$23,875.00	\$8.00	\$20,000.00	\$10.00	\$25,000.00
33	Traffic Control	L.S.	1	\$125,777.00	\$125,777.00	\$5,275.00	\$5,275.00	\$10,800.00	\$10,800.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$29,331.00	\$29,331.00
34	Remove & Replace Brick Paver Driveway	L.S.	1	\$1,326.10	\$1,326.10	\$3,250.00	\$3,250.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$3,530.00	\$3,530.00	\$2,300.00	\$2,300.00
35	Crush Stone Base for Temporary Driveway	TON	200	\$24.60	\$4,920.00	\$45.00	\$9,000.00	\$27.50	\$5,500.00	\$200.00	\$40,000.00	\$35.00	\$7,000.00	\$60.00	\$12,000.00
36	Roadway Signage	L.S.	1	\$2,336.30	\$2,336.30	\$2,500.00	\$2,500.00	\$5,300.00	\$5,300.00	\$2,400.00	\$2,400.00	\$5,150.00	\$5,150.00	\$3,200.00	\$3,200.00
37	Remove & Replace Traffic Loops Coordinate with TXDOT	EA.	3	\$2,408.00	\$7,224.00	\$820.00	\$2,460.00	\$5,500.00	\$16,500.00	\$4,200.00	\$12,600.00	\$3,000.00	\$9,000.00	\$3,910.00	\$11,730.00
38	Solid Sod St. Augustine Includes Gordon St Intersection & Detention Pond	S.Y.	6,000	\$3.40	\$20,400.00	\$4.25	\$25,500.00	\$4.95	\$29,700.00	\$4.00	\$24,000.00	\$5.70	\$34,200.00	\$4.00	\$24,000.00
39	Pavement Marking 24" White Thermal Plastic	L.F.	197	\$4.90	\$965.30	\$5.00	\$985.00	\$6.75	\$1,329.75	\$7.00	\$1,379.00	\$7.00	\$1,379.00	\$7.40	\$1,457.80
40	Pavement Marking 4" Yellow Thermal Plastic	L.F.	3,200	\$0.50	\$1,600.00	\$0.50	\$1,600.00	\$1.07	\$3,424.00	\$0.50	\$1,600.00	\$0.80	\$2,560.00	\$1.00	\$3,200.00
41	Pavement Marking 4" White Thermal Plastic	L.F.	1,690	\$0.50	\$845.00	\$0.50	\$845.00	\$0.80	\$1,352.00	\$0.50	\$845.00	\$0.80	\$1,352.00	\$1.30	\$2,197.00

42	Pavement Marking 12" White Thermal Plastic	L.F.	70	\$2.80	\$196.00	\$3.00	\$210.00	\$4.50	\$315.00	\$3.00	\$210.00	\$4.35	\$304.50	\$3.80	\$266.00
43	Pavement Marking 12" Yellow Thermal Plastic	L.F.	150	\$2.50	\$375.00	\$2.50	\$375.00	\$5.00	\$750.00	\$3.00	\$450.00	\$4.35	\$652.50	\$6.20	\$930.00
44	Pavement Marking 8" White Thermal Plastic	L.F.	372	\$1.10	\$409.20	\$1.25	\$465.00	\$2.50	\$930.00	\$1.20	\$446.40	\$1.90	\$706.80	\$3.20	\$1,190.40
45	Pavement Marking "ONLY" Thermal Plastic	EA.	5	\$121.00	\$605.00	\$125.00	\$625.00	\$300.00	\$1,500.00	\$100.00	\$500.00	\$115.00	\$575.00	\$247.00	\$1,235.00
46	Pavement Marking Right Turn Arrow & Left Turn Arrow Thermal Plastic	EA.	5	\$117.60	\$588.00	\$6.00	\$30.00	\$275.00	\$1,375.00	\$100.00	\$500.00	\$115.00	\$575.00	\$247.00	\$1,235.00
47	Pavement Marking Blue Reflector Class B Type II -BB	EA.	3	\$13.40	\$40.20	\$15.00	\$45.00	\$11.00	\$33.00	\$15.00	\$45.00	\$5.00	\$15.00	\$8.00	\$24.00
48	Tree Removal including Roots & Disposal	L.S.	1	\$3,920.00	\$3,920.00	\$6,500.00	\$6,500.00	\$15,500.00	\$15,500.00	\$18,000.00	\$18,000.00	\$7,530.00	\$7,530.00	\$23,296.00	\$23,296.00
49	Adjusting Manholes, Inlets, Valve Boxes to grade	EA.	5	\$300.10	\$1,500.50	\$165.00	\$825.00	\$336.00	\$1,680.00	\$180.00	\$900.00	\$1,500.00	\$7,500.00	\$350.00	\$1,750.00
50	Install Brick Paver Concrete Island	S.Y.	255	\$9.00	\$2,295.00	\$75.00	\$19,125.00	\$112.00	\$28,560.00	\$150.00	\$38,250.00	\$72.00	\$18,360.00	\$100.00	\$25,500.00
51	24" X 6" Concrete Curb & Gutter	L.F.	90	\$16.50	\$1,485.00	\$20.00	\$1,800.00	\$44.50	\$4,005.00	\$48.10	\$4,329.00	\$15.00	\$1,350.00	\$38.00	\$3,420.00
52	Safety End Treatment	EA.	1	\$2,039.60	\$2,039.60	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00	\$1,725.00	\$1,725.00	\$1,780.00	\$1,780.00
	TOTAL BID				\$1,011,872.50		\$1,078,806.49		\$1,089,870.00		\$1,129,698.45		\$1,230,530.37		\$1,321,603.50

Alternate Items		Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
A1	4" Concrete Sidewalk West Side Only	S.Y.	810	\$40.90	\$33,129.00	\$45.00	\$36,450.00	\$31.50	\$25,515.00	\$63.00	\$51,030.00	\$59.40	\$48,114.00	\$41.00	\$33,210.00
A2	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single	EA.	4	\$1,169.40	\$4,677.60	\$2,200.00	\$8,800.00	\$1,000.00	\$4,000.00	\$975.00	\$3,900.00	\$700.00	\$2,800.00	\$1,196.00	\$4,784.00
A3	Pavement Marking 24" White Thermal Plastic	L.F.	120	\$4.90	\$588.00	\$5.50	\$660.00	\$6.70	\$804.00	\$7.15	\$858.00	\$8.75	\$1,050.00	\$8.00	\$960.00
	TOTAL ALTERNATE BID				\$38,394.60		\$45,910.00		\$30,319.00		\$55,788		\$51,964.00		\$38,954.00

PROPOSAL

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

FROM: **Mustang Road Improvement Project**
Bid No. B-16-12
Acc. No. 312-5501-00-9063

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 **180 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

Mustang Road Improvement Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	8136	S.Y.	Site Demolition Concrete Pavement & Concrete Curb Mustang Road Complete in place. 02220	\$----- 2.30	\$----- 18,712.80 Eighteen Thousand Seven Hundred Twelve Dollars and ----- Eighty cents
2	8595	S.Y.	8" Concrete Pavement Mustang Road & New Intersection Complete in Place 02751	\$----- 45.50	\$----- 391,072.50 Three Hundred Ninety One Thousand Seventy Two Dollars and ----- Fifty cents
3	991	C.Y.	Roadway Excavation And Backfill Including Asphalt & Base Intersections & Detention Pond Complete in place. 02316	\$----- 8.90	\$----- 8,819.90 Eighty Eight Hundred Nineteen Dollars and ----- Ninety cents
4	9555	S.Y.	8" Lime Stabilized Subgrade Including 6% Lime Complete in Place 02335	\$----- 5.10	\$----- 48,730.50 Forty Eight Thousand Seven Hundred Thirty Dollars and ----- Fifty cents
5	50	TON	Extra Commercial Lime Slurry Complete in Place 02335	\$----- 161.30	\$----- 8,065.00 Eight Thousand Sixty Five Dollars and ----- Zero cents

475,420.70

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	909	S.Y.	Site Demolition 4" Concrete Sidewalk East Side Only Complete in Place 02220	\$-----1.70	\$-----1,545.30 Fifteen Hundred Forty Five Dollars and -----Thirty-cents
7	909	S.Y.	4" Concrete Sidewalk East Side Only Complete in Place 02751	\$-----40.60	\$-----36,905.40 Thirty Six Thousand Nine Hundred Five Dollars and -----Forty-cents
8	2	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single Complete in Place 02751	\$-----1,022.20	\$-----2,044.40 Two Thousand Forty Four -----Dollars and -----Forty-cents
9	2	EA.	Install Type "C" Cast in Place Inlet 02632	\$-----2,165.00	\$-----4,330.00 Forty Three Hundred Thirty -----Dollars and -----Zero-cents
10	8	EA	Remove Existing Inlet & Install Type "BB" Inlet Cast in Place Complete in Place 02632	\$-----2,485.30 Nineteen Thousand Eight	\$-----19,882.40 Hundred Eighty Two Dollars and -----Forty-cents
11	4439	L.F.	6" Concrete Curb Complete in Place 02770	\$-----2.50	\$-----11,097.50 Eleven Thousand Ninety Seven Dollars and -----Fifty-cents

551, 205.70

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
12	1	EA.	Install Type "A" Inlet Cast in Place Complete in Place 02632	\$ 1,207.70 Twelve Hundred Seven Dollars and Seventy cents	\$ 1,207.70 Twelve Hundred Seven Dollars and Seventy cents
13	2	EA.	Storm Water Manhole Cast in Place Complete in Place 02632	\$ 1,926.10 Thirty Eight Hundred Fifty Two Dollars and Twenty cents	\$ 3,852.20 Thirty Eight Hundred Fifty Two Dollars and Twenty cents
14	6	EA.	Storm Water 5' X 5' Box Cast in Place Complete in Place 02542	\$ 2,447.00 Fourteen Thousand Six Hundred Eighty Two Dollars and Zero cents	\$ 14,682.00 Fourteen Thousand Six Hundred Eighty Two Dollars and Zero cents
15	943	S.Y.	Site Demolition Existing Driveways Complete in Place 02220	\$ 4.50 Forty Two Hundred Forty Three Dollars and Fifty cents	\$ 4,243.50 Forty Two Hundred Forty Three Dollars and Fifty cents
16	1097	S.Y.	6" Concrete Driveway Complete in Place 02751	\$ 52.60 Fifty Seven Thousand Seven Hundred Two Dollars and Twenty cents	\$ 57,702.20 Fifty Seven Thousand Seven Hundred Two Dollars and Twenty cents
17	20	L.F.	18" RCP Open Area Complete in Place 02630	\$ 60.10 Twelve Hundred Two Dollars and Zero cents	\$ 1,202.00 Twelve Hundred Two Dollars and Zero cents
18	64	L.F.	18" RCP Paved Areas Complete in Place 02630	\$ 62.60 Four Thousand Six Dollars and Forty cents	\$ 4,006.40 Four Thousand Six Dollars and Forty cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
19	26	L.F.	24" RCP Open Areas Complete in Place 02630	\$ 69.20 Seventeen Hundred Ninety Nine Dollars and Twenty cents	\$ 1,799.20 Seventeen Hundred Ninety Nine Dollars and Twenty cents
20	60	L.F.	24" RCP Paved Areas Complete in Place 02630	\$ 76.90 Forty Six Hundred Fourteen Dollars and Zero cents	\$ 4,614.00 Forty Six Hundred Fourteen Dollars and Zero cents
21	57	L.F.	14" X 23" Arch RCP Open Area Complete in Place 02630	\$ 111.60 Sixty Three Hundred Sixty One Dollars and Twenty cents	\$ 6,361.20 Sixty Three Hundred Sixty One Dollars and Twenty cents
22	141	L.F.	14" X 23" Arch RCP Paved Area Complete in Place 02630	\$ 111.60 Fifteen Thousand Seven Hundred Thirty Five Dollars and Sixty cents	\$ 15,735.60 Fifteen Thousand Seven Hundred Thirty Five Dollars and Sixty cents
23	26	L.F.	12" PVC Pipe Paved Areas Complete in Place 02630	\$ 44.70 Eleven Hundred Sixty Two Dollars and Twenty cents	\$ 1,162.20 Eleven Hundred Sixty Two Dollars and Twenty cents
24	797	L.F.	Remove Existing Storm Pipe All Sizes as Shown on Plans Complete in Place 02630	\$ 13.10 Ten Thousand Four Hundred Forty Dollars and Seventy cents	\$ 10,440.70 Ten Thousand Four Hundred Forty Dollars and Seventy cents
25	540	L.F.	36" RCP Paved Areas Complete in Place 02630	\$ 106.40 Fifty Seven Thousand Four Hundred Fifty Six Dollars and Zero cents	\$ 57,456.00 Fifty Seven Thousand Four Hundred Fifty Six Dollars and Zero cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
26	1311	L.F.	Concrete Pavement Expansion Joints Complete in Place 02770	\$----- 3.70 Forty Eight Hundred	\$----- 4,850.70 Fifty Dollars and ----- Seventy cents
27	345	S.Y.	Asphalt Transition Includes Base Materials And Asphalt Pavement Complete in Place 02710 02741 02742	\$----- 55.90 Nineteen Thousand Two	\$----- 19,285.50 Hundred Eighty Five Dollars And ----- Fifty cents
28	97	L.F.	Concrete Pilot Channel Complete in Place 02751	\$----- 36.10 Thirty Five Hundred	\$----- 3,501.70 One Dollars And ----- Seventy cents
29	1	L.S.	Storm Water Prevention Complete in Place 01565 01566	\$----- 3,780.00 Thirty Seven Hundred	\$----- 3,780.00 Eighty Dollars and ----- Zero cents
30	1	L.S.	Mobilization Not to Exceed 5% of Total Bid Complete in Place 01505	\$----- 50,000.00 Fifty Thousand	\$----- 50,000.00 Dollars and ----- Zero cents
31	934	L.F.	Trench Safety Complete in Place 01570	\$----- 0.20 One Hundred	\$----- 186.80 Eighty Six Dollars and ----- Eighty cents
32	2500	L.F.	Concrete Saw Cut Full Depth Complete in Place 02751	\$----- 6.30 Fifteen Thousand Seven	\$----- 15,750.00 Hundred Fifty Dollars and ----- Zero cents

833 025.30

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
33	1	L.S.	Traffic Control Complete in Place 01555	\$ 125,777.00 One Hundred Twenty Five Thousand Seven Hundred Seventy Seven	\$ 125,777.00 Dollars and Zero cents
34	1	L.S.	Remove & Replace Brick Paver Driveway Complete in Place Sheet D3	\$ 1,326.10 Thirteen Hundred Twenty Six	\$ 1,326.10 Dollars and Ten cents
35	200	Ton	Crush Stone Base for Temporary Driveways Complete in Place 02710	\$ 24.60 Forty Nine Hundred Twenty	\$ 4,920.00 Dollars and Zero cents
36	1	L.S.	Roadway Signage Complete in Place 02763	\$ 2,336.30 Twenty Three Hundred Thirty Six	\$ 2,336.30 Dollars and Thirty cents
37	3	EA.	Remove & Replace Traffic Loops Coordinate with TXDOT Complete in Place Sheet 5	\$ 2,408.00 Seventy Two Hundred Twenty Four	\$ 7,224.00 Dollars and Zero cents
38	6000	S.Y.	Solid Sod St. Augustine Includes Gordon St. Intersection & Detention Pond Complete in Place 02922	\$ 3.40 Twenty Thousand Four Hundred	\$ 20,400.00 Dollars and Zero cents
39	197	L.F.	Pavement Marking 24" - White Thermal Plastic Complete in Place 02760	\$ 4.90 Nine Hundred Sixty Five	\$ 965.30 Dollars and Thirty cents

195, 974

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	3200	L.F.	Pavement Marking 4" – Yellow Thermal Plastic Complete in Place 02760	\$----- 0.50 Sixteen Hundred	\$----- 1,600.00 Dollars and ----- Zero-cents
41	1690	L.F.	Pavement Marking 4" – White Thermal Plastic Complete in Place 02760	\$----- 0.50 Eight Hundred	\$----- 845.00 Forty Five Dollars and ----- Zero-cents
42	70	L.F.	Pavement Marking 12" – White Thermal Plastic Complete in Place 02760	\$----- 2.80 One Hundred	\$----- 196.00 Ninety Six Dollars and ----- Zero-cents
43	150	L.F.	Pavement Marking 12" – Yellow Thermal Plastic Complete in Place 02760	\$----- 2.50 Three Hundred	\$----- 375.00 Seventy Five Dollars and ----- Zero-cents
44	372	L.F.	Pavement Marking 8" – White Thermal Plastic Complete in Place 02760	\$----- 1.10 Four Hundred	\$----- 409.20 Nine Dollars and --- Twenty-cents

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
45	5	EA.	Pavement Marking "ONLY" Thermal Plastic Complete in Place 02760	\$----- 121.00 \$----- Six Hundred Five	\$----- 605.00 \$----- Six Hundred Five Dollars and ----- Zero cents
46	5	EA.	Pavement Marking Right Turn Arrow and Left Turn Arrow Thermal Plastic Complete in Place 02760	\$----- 117.60 \$----- Five Hundred Eighty Eight	\$----- 588.00 \$----- Five Hundred Eighty Eight Dollars and ----- Zero cents
47	3	EA.	Pavement Marking Blue Reflector Class B Type II-BB Complete in Place 02760	\$----- 13.40 \$-----	\$----- 40.20 \$----- Forty Dollars and ----- Twenty cents
48	1	L.S.	Tree Removal Including Roots & Disposal Complete in Place Sheet 6A	\$----- 3,920.00 \$----- Thirty Nine Hundred Twenty	\$----- 3,920.00 \$----- Thirty Nine Hundred Twenty Dollars and ----- Zero cents
49	5	EA.	Adjusting Manholes, Inlets, Valves Boxes to Grade 02633	\$----- 300.10 \$----- Fifteen Hundred	\$----- 1,500.50 \$----- Fifteen Hundred Dollars and ----- Fifty cents
50	255	S.Y.	Install Brick Paver Concrete Island Complete in Place	\$----- 9.00 \$----- Twenty Two Hundred Ninety Five	\$----- 2,295.00 \$----- Twenty Two Hundred Ninety Five Dollars and ----- Zero cents
51	90	L.F.	24"X 6" Concrete Curb & Gutter Complete in Place 02770	\$----- 16.50 \$----- Fourteen Hundred Eighty Five	\$----- 1,485.00 \$----- Fourteen Hundred Eighty Five Dollars and ----- Zero cents

1,069,832.90

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
52	1	EA.	Safety End Treatment Complete in Place Sheet 15	\$ 2,039.60 Two Thousand	\$ 2,039.60 Thirty Nine Dollars and Sixty cents

TOTAL BASE BID AMOUNT	\$ 1,011,872.50	One Million Eleven Thousand Eight Hundred Seventy Two Dollars and Fifty cents
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ALTERNATE ITEMS

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
A1	810	S.Y.	4" Concrete Sidewalk West Side Only Complete in Place 02751	\$ <u>40.90</u> <small>Thirty Three Thousand One Hundred Twenty Nine</small>	\$ <u>33,129.00</u> <small>Dollars and <u>Zero</u> cents</small>
A2	4	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single Complete in Place 02751	\$ <u>1,169.40</u> <small>Forty Six Hundred Seventy Seven</small>	\$ <u>4,677.60</u> <small>Dollars and <u>Sixty</u> cents</small>
A3	120	L.F.	Pavement Marking 24" – White Thermal Plastic Complete in Place 02760	\$ <u>4.90</u> <small>Five Hundred Eighty Eight</small>	\$ <u>588.00</u> <small>Dollars and <u>Zero</u> cents</small>

TOTAL ALTERNATE BID	\$ <u>38,394.60</u>	<u>Thirty Eight Thousand Three Hundred Ninety Four</u> Dollars and <u>Sixty</u> cents
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Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 5/26/2016 Received 5/26/2016

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: MAR-CON SERVICES, LLC

Address: 1410 Preston Ave, Bldg H

Pasadena, Texas 77503

Telephone: 713-473-1800

Date: 5/31/2016

ATTEST: 

Secretary of Corporation _____

(Seal of Bidder Corporation)

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

Addendum No. 1 Dated 5/26/2016 Received 5/26/2016

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:

Name of Corporation: MAR-CON SERVICES, LLC

Signature: 

Printed Name: Mario Ramos

Title Owner

Address: 1410 Preston Rd., Bldg H

Pasadena, TX 77503

Telephone: 713-473-1800

Date: May 31, 2016

E-Mail: mario@marconllc.com

ATTEST: 

Secretary of Corporation _____

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

*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.



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider final plat of Country Lane Estates, being a subdivision of 8 acres (4455 County Road 172) out of lots 8 and 9 of the Otto Redeker Subdivision as recorded in volume 89, page 448, Deed Records, Brazoria County, Texas, situated in the Francis Moore League, abstract 100, Brazoria County, Texas.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On June 1, 2016 the Engineering Department received the final plat of Country Lane Estates for review. The property is located at 4455 County Road 172 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owner of the property to sell the 3.8 acres of land (Lot 2) adjacent to her homestead (Lot 1).

The City Planning Commission unanimously approved the plat at their meeting on June 21, 2016.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Country Lane Estates

Recommendation: Move to approve the final plat of Country Lane Estates, being a subdivision of 8 acres (4455 County Road 172) out of lots 8 and 9 of the Otto Redeker Subdivision as recorded in volume 89, page 448, Deed Records, Brazoria County, Texas, situated in the Francis Moore League, abstract 100, Brazoria County, Texas.

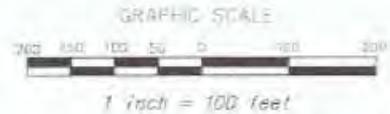
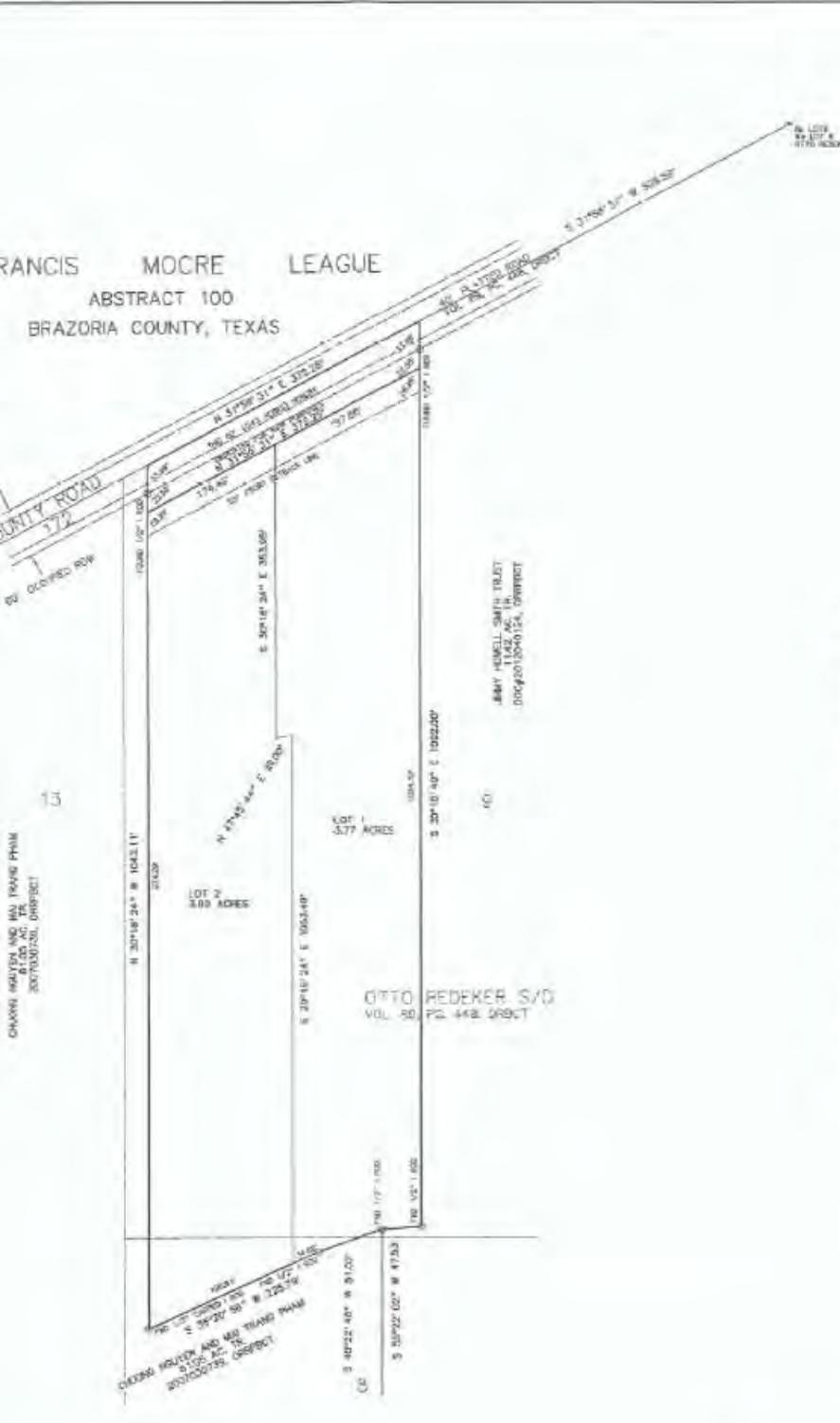
Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

FRANCIS MOCRE LEAGUE
ABSTRACT 100
BRAZORIA COUNTY, TEXAS



NETES AND BOUNDS

8.00 acres of land, being out of Lots 8 and 9 of the Otto Reдекer Subdivision as recorded in Volume 59, Page 448, Deed Records, Brazoria County, Texas, situated in the Francis Mocre League, Abstract 100, Brazoria County, Texas, and being more particularly described by netes and bounds as follows:

BEGINNING at a point for the north corner of the herein described tract of land, being the north corner of a 8.00 acre tract as reported in Document Number 20092751211, Official Records of Real Property, Brazoria County, Texas, and the east corner of a 11.42 acre tract of land as recorded in Document Number 2012548124, Brazoria County, Texas, in the center of County Road 172, being located South 31 deg. 56 min. 31 sec. West, a distance of 500.42 feet from the real north corner of said Lot 8 and the west corner of Lot 8 of said Otto Reдекer Subdivision:

THENCE South 30 deg. 18 min. 45 sec. East, along and with the northeast line of said 8.00 acre tract and the southeast line of said 11.42 acre tract, at 22.40 feet pass a 1/2 inch capped iron rod found for reference and continue for a total distance of 1092.00 feet to a 1/2 inch iron rod found for interior corner of said 11.42 acre tract and the east corner of said 8.00 acre tract;

THENCE South 55 deg. 22 min. 02 sec. West, along and with the northeast line of said 11.42 acre tract and the southeast line of said 8.00 acres, a distance of 47.53 feet to a 1/2 inch iron rod found for the rear west corner of said 11.42 acre tract, and an interior corner of a 81.05 acre tract of land as recorded in Document Number 2007030729, Official Records of Real Property, Brazoria County, Texas;

THENCE South 40 deg. 32 min. 46 sec. West, along and with the southeast line of said 8.00 acres and the west-northwest line of said 81.05 acre tract, a distance of 87.02 feet to 1/2 inch iron rod found for angle point;

THENCE South 55 deg. 20 min. 58 sec. West, along and with the corner line of said 8.00 acres and 81.05 acres, a distance of 229.79 feet to a 1/2 inch capped iron rod found for the real south corner of the herein described tract of land, the south corner of said 8.00 acres, and interior corner of said 81.05 acre tract;

THENCE North 30 deg. 16 min. 24 sec. West, along and with the southwest line of said 8.00 acres and the northeast line of said 81.05 acre tract, at 1008.15 feet pass a 1/2 inch iron rod found for reference and continue for a total distance of 1842.15 feet to a point for the real west corner of the herein described tract of land, the west corner of said 8.00 acre tract and the north corner of said 81.05 acre tract, in the center of County Road 172;

THENCE North 31 deg. 56 min. 31 sec. East, along and with the northeast line of said 8.00 acre tract and the center of County Road 172, a distance of 372.28 feet to the PLACE OF BEGINNING and containing 8.00 acres of land.

APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS _____ DAY OF _____ 2016.

PAUL HORN MAYOR

BRYN RICHARDS AT-LARGE 1

CHRIS DANIEL AT-LARGE 2

SCOTT REED DISTRICT A

ADAM ARNOLD DISTRICT B

KEITH THOMPSON DISTRICT C

GLENN STANLEY DISTRICT D

GABE ADAMS DISTRICT E

MICHELLE BERNIA CITY ENGINEER

DAVE HORNBY CITY CLERK

TOWNSMAN REGAN METZGER
ADDRESS: 4655 COUNTY ROAD 772
ALVIN, TX 77511

STATE OF TEXAS
COUNTY OF BRAZORIA

I, REGAN METZGER, owner of the property described in the foregoing map of COUNTRY LANE ESTATE, being a part of 8.00 acres of the Francis Mocre League, Abstract 100, Brazoria County, Texas, subdivision of said property, according to the lines, streets, corners, filings, rods and easements as shown herein, and subject to the streets, ditches, parks and easements shown herein, forever waive all claims for damages occasioned by the establishment of said streets or the streets and drainage easements indicated, and I warrant that the surface, or any portion of the streets or drains, conform to such grades, and do hereby bind myself, my heirs, assigns, executors and administrators to the said streets and drains.

WITNESS my hand in _____ (City), _____ County, State of Texas, this _____ day of _____, 2016.

Regan Metzger

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared REGAN METZGER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN under my hand and seal of Office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas.

My Commission Expires _____

We, TEXAS BANK EMPLOYEES CREDIT UNION, Owner and holder of a First Mortgage-secured property, said lien being evidenced by an Official Public Instrument Number 201255 976, Official Records of Real Property, Brazoria County, Texas, do hereby, by all things subordinate to said said instrument, do hereby confirm that we are the present holder of said lien and have not assigned the same, nor do we intend to.

ED SPEED, TRUSTEE

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ED SPEED, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of Office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas.

My Commission Expires _____

NOTICE: I, CHAD A. BERNI HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE PARCELS TRACTS OR LOTS.



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Public Services

Contact: Brian Smith, Director of Public Services

Agenda Item: Consider Debris Removal Contract with Crowder Gulf, LLC as primary and Ash Britt, Inc. as secondary for a one (1) time extension of five (5) years with the same conditions and pricing as the 2011 contracts; and authorize the City Manager to sign the contract.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City of Alvin is located near the Gulf of Mexico and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills and hazardous material releases. The work to be performed under this Contract shall consist of collection, removal, and disposal of debris caused by the disaster. This scope of work is to maintain the public health, safety, and well-being of the City during the response to an emergency situation, as well as to restore the public areas of the City to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. This contract does not cover private property disposal but can be added for an additional cost.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris, to allow for security, emergency, and other service traffic. It is in the best interest of the City of Alvin to enter into a pre-event agreement with a firm to provide debris management and monitoring services in the event of a disaster.

The primary purpose of these services is to ensure that the entire debris removal, hauling, and disposal process is done properly, expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program and Governor’s Division of Emergency Management (GDEM) guidelines.

At the May 19, 2011 council meeting, the Debris Removal Services contract was awarded to Crowder Gulf, LLC as primary and Ash Britt, Inc. as secondary for a period of five (5) years with an option to extend one (1) time for an additional five (5) years with the same prices and conditions. The renewal term of the contracts expires December 31, 2021.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A ___ Required **Date Completed:** June 29, 2016

Supporting documents attached:

- Debris Removal Contract
- Renewal Extension Letters

Recommendation: Move to approve one (1) five (5) year extension for Debris Removal to Crowder Gulf, LLC as primary and Ash Britt, Inc. as secondary for the purpose of removing debris after a disaster; and authorize City Manager to sign the contract.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

EXHIBIT "A"
Scope of Services

The primary purpose of this scope of work is to maintain the public health, safety, and well being of the City during the response to an emergency situation, as well as to restore the public areas of the City to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) within the City of Alvin, as designated by the City. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall remove, haul, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's

equipment and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites designated by the Owner and shall reduce eligible vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the Texas Commission on Environmental Quality (TCEQ) prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites designated by the Owner and shall reduce eligible vegetative debris by air curtain burning. All debris burning must utilize an air curtain incinerator designed and operated to minimize release of pollutants. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the TCEQ prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

4. Loading and Hauling of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the Dixie Farm Sand Landfill or the Waste Management Coastal Plains Landfill.

The Dixie Farm Sand Landfill is located at 4649 Dixie Farm Road, Pearland TX, 77581, and is owned by Hill Sand of Texas.

The Waste Management Coastal Plains Landfill is located at 21000 E. Hwy 6, Alvin TX 77511, and is owned by Waste Management, Inc.

The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

5. Loading and Hauling of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the Dixie Farm Sand Landfill or the Waste Management of Coastal Plains Landfill, as described above. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not

include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

6. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose reduced (by grinding) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the Dixie Farm Sand Landfill or the Waste Management of Coastal Plains Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose reduced (by burning) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the Dixie Farm Sand Landfill or the Waste Management of Coastal Plains Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

8. Removal and Hauling of C&D Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris to a final disposal site approved by the TCEQ, as directed by the OWNER. This will be either the Dixie Farm Sand Landfill or Waste Management of Coastal Plains Landfill as described above. The Contractor may at his option, store C&D Debris at a temporary Debris Management Site (DMS) designated by the City in order to improve turn around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of C&D Debris.

Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the Owner or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

9. Disposal of C&D Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the disposal of all eligible C&D Debris delivered to the landfill by the CONTRACTOR, the OWNER, or others. Contractor shall disposal C&D Debris at the final disposal site approved by the TCEQ and as directed by the OWNER. This will be either the Dixie Farm Sand Landfill or Waste Management of Coastal Plains Landfill as described above. The Contractor shall pay all tipping and disposal fees. The Contractor may be required to pick up and remove disaster related C&D Debris transported from DMS sites as directed by the Owner or Monitor for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

10. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above.

11. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than fifty (50%) percent of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above.

If more than fifty (50%) percent of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than fifty (50%) percent of the root ball exposed shall be cut flush with the ground. The cost of root ball removal, all fill material and placement shall be an incidental to the hazardous tree removal cost and will not be eligible for separate payment.

12. Asbestos Containing Material (ACM):

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for demolition, debris removal, transportation, and disposal of ACM debris. The Contractor shall comply with TCEQ and EPA requirements for ACM loading, hauling, and disposal requirements at a location approved by TCEQ and the City.

The Contractor will deliver the ACM material to a NESHAP approved landfill for the disposal of ACM. The _____ Landfill is currently accepting ACM. All disposal costs will be the responsibility of the Contractor. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. Payment under this item will be per cubic yard.

13. White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon shall not be released during the removal, hauling, or recycling. Payment under this item will be per each.

14. Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose if necessary) electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard.

15. Portland Cement Concrete:

The Contractor shall load, haul, and dispose of Portland Cement Concrete material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. Payment under this item will be per cubic yard.

16. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, appliances, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

17. Lawnmowers and Equipment with Small Engines:

The Contractor shall removal, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each.

18. Abandoned Tires:

The Contractor shall removal and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C/D debris and load and transport the tires to a collection site within the City of Alvin, as identified by the City. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

19. Priority of Work Areas:

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The Contractor shall remove all Debris and leave the site from which the Eligible Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris,

etc., generally one-half cubic foot or less that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to “cherry pick” debris.**

20. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. Notwithstanding the above, the Contractor will be responsible for all documentation related to the collection, and disposing of the debris for FEMA and GDEM reimbursement purposes.

21. Debris Disposal:

(a) The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations will be at TCEQ approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, State, and Federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the City of Alvin.

(b) If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per TCEQ criteria. Acceptance of proper closure by TCEQ must be documented by the Contractor prior to final payment under this contract.

(c) Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, GDEM or any other Federal, State or local agencies or authorities.

(d) Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

(e) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

(f) The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

22. Contractor Equipment:

(a) All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all USDOT, TxDOT and safety regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

(b) The Contractor shall supply vinyl type placards identifying the City of Alvin, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

(c) The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;

- (1) Truck and/or trailer license number.
- (2) Year, make and color of each truck and/or trailer.
- (3) Cubic yardage capacity of each trailer as measured and recorded by the Monitor

(d) Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

(e) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

23. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every twenty-five (25) work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the City of Alvin, Texas. These quantities do not reflect the actual quantities of debris that will be moved as part of this Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- (a) Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- (b) Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- (c) Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- (d) Mobile Command Unit - The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- (e) Temporary Storage of Documents - the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- (f) Debris Planning Efforts - the Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- (g) Reporting and Documentation - the Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and GDEM for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract. Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards

of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed.

All payments made to the Contractor shall be subject to a five (5%) percent retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the Owner reserves the right to reject any or all proposals.

Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

All items proposed and installed under this procurement must be new and unused and in undamaged condition.

The City of Alvin is tax exempt and no taxes shall be included in the pricing.

Respondent understands that the Owner reserves the right to reject any or all offers and to waive any informality in the proposal.

The offeror agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business

Name (please print)

Address

Signature

City, State, Zip Code

E-mail

Office Phone

Fax Number

(Seal - if proposal is by corporation)

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

April 19, 2016

Mr. Jerry Collins
Paralegal
City of Alvin
216 W. Sealy
Alvin, TX 77511

via: jcollins@cityofalvin.com

Re: Contract Renewal for Debris Removal Services, B-11-09

Dear Mr. Collins:

CrowderGulf has been providing the City of Alvin Debris Removal Services, B-11-09, per the contract that went into effect on May 23, 2011. The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2016. The City of Alvin reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term.

If the City of Alvin is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions. CrowderGulf agrees to be in compliance with all current and future local, State, Federal, and FEMA documentation, insurance, and reporting requirements as they apply to any future scope of work, as determined by the City. The expiration date of this Agreement will be December 31, 2021.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Alvin requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE – City of Alvin, TX

Signature

Name/Title

Date



June 8, 2016

City of Alvin
216 W. Sealy
Alvin, Texas 77511

Attn: Brian Smith

Re: Contract Renewal for Debris Removal Services, B-11-09

Dear Mr. Smith:

AshBritt has been providing the City of Alvin Debris Removal Services, B-11-09, per the contract that went into effect on May 23, 2011. The initial term of this contract was for a period of five (5) years from the date of award to December 31, 2016. The City of Alvin reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term.

If the City of Alvin is in agreement to renew the existing contract, please sign the renewal acceptance below and return to AshBritt. Upon execution of this acknowledgement the contract will continue under the same terms and conditions. AshBritt agrees to be in compliance with all current and future local, State, Federal, and FEMA documentation, insurance, and reporting requirements as they apply to any future scope of work, as determined by the City. The expiration date of this new Agreement will be December 31, 2021.

A copy of the current Insurance Certificate and company contact information is attached.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Alvin requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at 954-725-6992 or by e-mail response@ashbritt.com.

Best regards,

Rob Ray
Senior Vice President
AshBritt, Inc.

RENEWAL ACCEPTANCE - City of Alvin, TX

Signature

Name/Title

Date



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Public Services

Contact: Brian Smith, Director of Public Services

Agenda Item: Consider Debris Monitoring Contract with True North Emergency Management as primary and O'Briens Response Management as secondary for a one (1) time extension of five (5) years with the same conditions and pricing as the 2011 contracts; and authorize the City Manager to sign the contract.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City of Alvin is located near the Gulf of Mexico and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills and hazardous material releases. The work to be performed under this contract shall consist of Field Documentation, Collection Monitoring of Right-of-Way ROW and Public Property Debris/Trees, Pre-Validation of Debris and Trees, Monitor Training, Spot Checks and Auditing of Monitors, Project Mapping, Truck Certification, DMS/Disposal Sites, Data Management, Recovery Services, Safety Meeting and Monitoring Updates, Coordination Meeting with Contractor(s), and Status Reports.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris, to allow for security, emergency, and other service traffic. It is in the best interest of the City of Alvin to enter into a pre-event agreement with a firm to provide debris management and monitoring services in the event of a disaster.

The primary purpose of these services is to ensure that the entire debris removal, hauling, and disposal process is done properly, expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program and Governor's Division of Emergency Management (GDEM) guidelines.

At the May 19, 2011 council meeting, the Debris Monitoring, Recovery and other related services contract was awarded to True North Emergency Management as primary and O'Briens Response Management as secondary for a period of five (5) years with an option to extend one term for an additional five (5) years with same prices and conditions. The term of these renewal contracts expires December 31, 2021.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A ___ Required **Date Completed:** June 29, 2016

Supporting documents attached:

- Debris Monitoring Contract
- Renewal Extension Letters

Recommendation: Move to approve the Debris Monitoring Contract with True North Emergency Management as primary and O'Briens Response Management as secondary for a one (1) time extension of five (5) years with the same conditions and pricing as the 2011 contracts; and authorize the City Manager to sign the contract.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Exhibit "A"
Scope of Services
Debris Removal Monitoring

Field Documentation of Work

Respondent shall carefully document debris removal activities as well as trees that contain hazardous hanging limbs, and hazardous trees that need to be removed. Respondent will work closely with the City and with FEMA to determine the most effective methods of documentation of the Contractor's work to ensure that debris removal is eligible for Federal funding. Communicate with FEMA to ensure documentation supports verification needs for project reimbursement. Assess and monitor marine debris removal, including navigable waterways within the City's jurisdiction.

Collection Monitoring of Right-of-Way and Public Property Debris/Trees

Respondent will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster, and is eligible for federal reimbursement. The street address will be recorded on each load ticket. The respondent will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for rating. Respondent will provide similar services if debris removal from private property is approved later for this project.

Pre-Validation of Debris and Trees

Respondent will work with FEMA in an effort to pre-validate as much debris and tree removal as possible.

Monitor Training

Respondent will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. Additionally, Respondent will get FEMA involved with the training program so that everyone has the same understanding of the disaster specific guidance for debris removal.

Spot Checks and Auditing of Monitors

Respondent will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City's information, and FEMA documentation. Respondent will assist the City in public communication and relay any citizen complaints for action by the contractor or the City.

Truck Certification

Respondent will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control.

DMS/Disposal Sites

Respondent will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from the DMS through final disposal, if applicable.

Data Management

Respondent will establish a data management team that reconciles load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Contractor for use and information. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the City. Furthermore, Respondent will organize field information for FEMA documentation including photographs and GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Respondent will help track invoices for FEMA reimbursement and provide additional supporting information as necessary.

Recovery Services

The City is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in coastal community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and Private property vegetative/C & D hazard removal monitoring
- ROW and Private property demolition coordination and monitoring

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal project.

Safety Meetings and Monitoring Updates

Respondent will hold daily meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Respondent will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Status Reports

Respondent will provide detailed daily or weekly status reports to the City for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Insurance

The proposer receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the City to verify such coverage.

- (1) Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Alvin and its agents, employees and officials.
- (2) Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and personal Injury. The limits shall not be less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- (3) Business Automotive Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- (4) Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

**AMENDMENT TO THE AGREEMENT FOR DEBRIS MONITORING,
RECOVERY AND OTHER RELATED SERVICES
BETWEEN THE CITY OF ALVIN AND
TRUE NORTH EMERGENCY MANAGEMENT**

This Amendment to the Agreement for Debris Monitoring, Recovery and Other Related Services (hereinafter referred to as the “Amendment”) is effective July 7, 2016 by and between, the City of Alvin, Texas (hereinafter referred to as the “Owner”), and True North Emergency Management, LLC, (hereinafter referred to as the “Monitor”).

WHEREAS, on May 19, 2011, Owner awarded the Agreement for Debris Monitoring, Recovery, and Other Related Services (hereinafter referred to as the “Agreement”) to True North Emergency Management, effective May 23, 2011; and

WHEREAS, the initial term of the Agreement was for five (5) years from the date of the award to December 31, 2016 with the option to extend one (1) additional five (5) year term with the same prices and conditions; and

WHEREAS, Owner and Monitor are desirous of amending the Agreement to extend the Agreement with the same prices and conditions for an additional five (5) year term;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Owner and Monitor agree as follows:

SECTION 1 – TERM

The Agreement is amended to be extended for an additional five (5) year term through December 31, 2021.

SECTION 2 – PRICES, TERMS AND CONDITIONS

All other prices, terms and conditions of the Agreement, not specifically amended herein, are unchanged and shall remain in full force and effect.

SECTION 3 – SEVERABILITY

Should any part, term, or provision of this amendment be by the courts decided to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall not be affected hereby.

SECTION 4 – NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and given to:

OWNER:
Brian Smith
City of Alvin
1100 W. Hwy. 6
Alvin, TX 77511

MONITOR:
Nelson Lucius
2501 Avenue J, Suite 120
Arlington, Texas 76006
817-201-1912
nelson.lucius@neel-schaffer.com

IN WITNESS WHEREOF, Owner and Monitor have made and executed this Amendment to the Agreement For Debris Monitoring, Recovery and Other Services on behalf of the parties on the day and year above written.

Monitor:
True North Emergency Management, LLC

Owner:
City of Alvin

By: _____

By: _____

Printed Name: _____

Sereniah Breland, City Manager

Date: _____



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider bid award to Forde Construction Company, Inc. for the 2016 Asphalt Pavement Project in an amount not to exceed \$782,716.20; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On June 21, 2016 bids were opened for the 2016 Asphalt Pavement Project and Forde Construction Company, Inc. was the qualified low bidder. This Contractor has never worked on a City of Alvin project. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: \$800,000

Contract Amount: \$745,444

5 % Contingency: \$ 37,272.20

Total Amount: \$782,716.20 (after accounting for the materials testing cost of \$15,640, the project is \$1,643.80 below budget).

The 2016 Asphalt Pavement Project includes the reclamation, stabilization, and asphalt overlay of the following streets: Callaway Drive (Adoue St. to South St.), W. Dumble Street (Callaway Dr. to Kost St.), Fairview Drive (end of concrete pavement to Second St.), Grace Street (Westfield St. to South St.), Meadowlark Lane (Rowan Burton Rd. to end), Mary Street (Grace St. to W. South St.), Oak Park Drive (S. Gordon St. to Elm St.), and S. Lee Street (W. South St. to end). The streets included in this project were determined based on the recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.

The project is scheduled to start in mid to late July and has a construction time of 90 calendar days.

The \$1,643.80 in excess funds will be returned to the Sales Tax Fund to be used for future street projects.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Account Number: 312-5501-00-9024 **Amount:** \$782,716.20 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** June 29, 2016

Supporting documents attached:

- Bid Tabulation
- Proposal

- Street List
- Asphalt Pavement Location Map

Recommendation: Move to award to Forde Construction Company, Inc. for the 2016 Asphalt Pavement Project in an amount not to exceed \$782,716.20; 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

BID TABULATION

2016 Asphalt Pavement Project

City of Alvin, Texas				Forde Construction Company, Inc.		Hayden Paving, Inc.		A-1 Construction Services		AAA-Asphalt Paving, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8" Asphalt Pavement Recycling with 2.5% Lime & 7.5% Fly Ash	S.Y.	28,600	\$11.00	\$314,600.00	\$12.70	\$363,220.00	\$10.35	\$296,010	\$9.10	\$260,260.00
2	2"Type "D" Asphalt Complete in Place	S.Y.	28,600	\$11.00	\$314,600.00	\$13.20	\$377,520.00	\$16.70	\$477,620.00	\$11.50	\$328,900.00
3	Prime Coat Complete in Place	Gal.	7,150	\$3.00	\$21,450.00	\$3.50	\$25,025.00	\$3.74	\$26,741.00	\$0.40	\$2,860.00
4	Traffic Control Complete in Place	L.S.	1	\$34,000.00	\$34,000.00	\$9,220.00	\$9,220.00	\$9,828.00	\$9,828.00	\$15,000.00	\$15,000.00
5	Mobilization	L.S.	1	\$36,000.00	\$36,000.00	\$32,000.00	\$32,000.00	\$10,938.00	\$10,938.00	\$15,000.00	\$15,000.00
6	Flexible Base Crushed Limestone Complete in Place	Ton	200	\$70.00	\$14,000.00	\$74.00	\$14,800	\$52.99	\$10,598.00	\$42.00	\$218,400.00
7	Street Striping Thermal Plastic 4" White	L.F.	16,900	\$0.40	\$6,760.00	\$0.60	\$10,140.00	\$0.56	\$9,464.00	\$0.75	\$12,675.00
8	Street Striping Thermal Plastic 24" White	L.F.	270	\$4.80	\$1,296.00	\$4.40	\$1,188.00	\$6.72	\$1,814.00	\$10.00	\$30,200.00
9	Street Striping Thermal Plastic 4" Yellow	L.F.	3,020	\$0.40	\$1,208.00	\$0.75	\$2,265.00	\$0.56	\$1,688.00	\$0.75	\$2,265.00
10	Street Striping Thermal Plastic 8" White	L.F.	490	\$2.00	\$980.00	\$1.10	\$539.00	\$2.80	\$1,372.00	\$1.50	\$735.00
11	Street Striping Thermal Plastic "ONLY" Symbol	EA.	2	\$150.00	\$300.00	\$165.00	\$330.00	\$210.00	\$420.00	\$350.00	\$700.00
12	Street Striping Thermal Plastic Left or Right Turn Arrow	EA.	2	\$125.00	\$250.00	\$140.00	\$280.00	\$175.00	\$350.00	\$350.00	\$700.00
TOTAL BID					745,444.00		836,527.00		846,843.00		\$887,695.00

PROPOSAL

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

FROM: **2016 Asphalt Pavement Project**
Bid No. B-16-11
Acc. No. 312-5501-00-9024

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 **90 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

2016 Asphalt Pavement Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	28,600	S.Y.	8" Asphalt Pavement Recycling with 2.5% Lime and 7.5% Fly Ash Complete in place. 02712	\$ <u>11.00</u>	\$ <u>314,600.00</u> Three hundred fourteen thousand six hundred -----Dollars and <u>00</u> -cents
2	28,600	S.Y.	2" Type "D" Asphalt Pavement Complete in place. 02741	\$ <u>11.00</u>	\$ <u>314,600.00</u> Three hundred fourteen thousand six hundred -----Dollars and <u>00</u> -cents
3	7,150	Gal...	Prime Coat Complete in place. 02742	\$ <u>3.00</u>	\$ <u>21,450.00</u> Twenty one thousand four hundred fifty -----Dollars and <u>00</u> -cents
4	1	L.S.	Traffic Control Complete in place 01555	\$ <u>34,000.00</u>	\$ <u>34,000.00</u> Thirty four thousand -----Dollars and <u>00</u> -cents
5	1	L.S.	Mobilization Complete in Place 01505	\$ <u>36,000.00</u>	\$ <u>36,000.00</u> Thirty six thousand -----Dollars and <u>00</u> -cents
6	5200 200 Per Addendum # 2	TON	Flexible Base Crushed Limestone Complete in Place 02711	\$ <u>70.00</u>	\$ <u>14,000.00</u> Fourteen thousand -----Dollars and <u>00</u> -cents

(7)

PROPOSAL

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
7	16,900	L.F.	Street Striping Thermal Plastic 4" White Edge of Road Complete in Place 02760	\$.40	\$ 6,760.00 Six thousand seven hundred sixty Dollars and 00 cents
8	270	L.F.	Street Striping Thermal Plastic 24" White Stop Bar & School Zone Complete in Place 02760	\$ 4.80	\$ 1,296.00 Twelve hundred ninety six Dollars and 00 cents
9	3020	L.F.	Street Striping Thermal Plastic 4" Yellow Centerline of Road Complete in Place 02760	\$.40	\$ 1,208.00 Twelve hundred eight Dollars and 00 cents
10	490	L.F.	Street Striping Thermal Plastic 8" White Crosswalk and Turn Lanes Complete in Place 02760	\$ 2.00	\$ 980.00 Nine hundred eighty Dollars and 00 cents
11	2	EA.	Street Striping Thermal Plastic "ONLY" Symbol Complete in Place 02760	\$ 150.00	\$ 300.00 Three hundred Dollars and 00 cents
12	2	L.F.	Street Striping Thermal Plastic Left or Right Turn Arrow Complete in Place 02760	\$ 125.00	\$ 250.00 Two hundred fifty Dollars and 00 cents

PROPOSAL

745,444.00

Seven hundred forty five thousand four hundred forty four

Total Bid _____ Dollars

And NO _____ Cents

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

Addendum No. 1 Dated June 9, 2016 Received June 9, 2016

Addendum No. 2 Dated June 9, 2016 Received June 9, 2016

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:

Name of Corporation: Forde Construction Co., Inc.

Signature: [Signature]

Printed Name: PAUL FORDE

Title PRESIDENT

Address: 6842 Calle Lozano St.

Houston, Tx, 77041

Telephone: 713-466-0511

Date: June 21, 2016

ATTEST:

Secretary of Corporation [Signature]

(Seal of Bidder Corporation)

City of Alvin
2016 Asphalt Pavement Project
Street List

<u>Location</u>	<u>Dimensions</u>	<u>Recycle & Overlay</u>
1. Callaway Dr.– Adoue St. to South St.	4614' X 23'	8" Recycle 2"Overlay
2. West Dumble St. - Callaway Dr. to Kost Rd.	1275' X 21'	8" Recycle 2"Overlay
3. Fairview Dr. – Expansion joint at concrete to 2nd St.	1295' X 23.5'	8" Recycle 2"Overlay
4. Grace St. – Westfield St. to South St.	780' X 20'	8" Recycle 2"Overlay
5. Meadowlark Ln. – Rowan Burton Rd. to End	1275' X 20'	8" Recycle 2"Overlay
6. Mary St. – Grace St. to W. South St.	770' X 20'	8" Recycle 2"Overlay
7. Oak Park Dr. – S. Gordon St. to Elm St.	1200' X 19'	8" Recycle 2"Overlay
8. S. Lee St. – W. South St. to End	730' X 20'	8" Recycle 2"Overlay



AGENDA COMMENTARY

Meeting Date: 7/7/2016

Department: Legal

Contact: Bobbi Kacz, City Attorney

Agenda Item: Consider Resolution 16-R-17 amending the City's Personnel Policy Manual clarifying a holiday pay benefit; establishing an effective date; and setting forth other matters related thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: This amendment to the recently adopted Personnel Policy Manual ("PPM") clarifies a provision of the holiday pay benefit. This applies to employees that are required to work on a holiday as defined in the PPM. This revision caps the time & a half (1.5x) of the hourly rate of pay for hours actually worked on a holiday to twelve (12) hours. The twelve-hour maximum is proposed in order to provide an equitable solution to the various 8 hour, 10 hour, 12 hour and 24 hour shifts of city employees being paid at time & a half for time worked on holidays.

Funding Expected: Revenue ___ Expenditure x N/A ___ **Budgeted Item:** Yes ___ No ___ N/A x

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No x

Legal Review Required: N/A ___ Required x **Date Completed:** June 29, 2016

Supporting documents attached:

- Resolution 16-R-17 with Exhibit A-1

Recommendation: Move to approve Resolution 16-R-17 amending the City Personnel Policy Manual clarifying holiday pay benefits.

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. 16-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY’S PERSONNEL POLICY MANUAL CLARIFYING HOLIDAY PAY BENEFITS; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin’s Personnel Policy Manual is formulated to protect the interest of the City of Alvin and ensure consistent treatment for all employees and City Council;

WHEREAS, Res. 16-R-10 adopted the Personnel Policy Manual;

WHEREAS, the Personnel Policy Manual outlines procedures and guidelines for employees; and

WHEREAS, the City Council of the City of Alvin desires to amend the Alvin Personnel Policy Manual by amending Section V, Rule 22 – H. Holiday Pay Benefit; **NOW, THEREFORE,**

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

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. Proceedings. That the attached Exhibit “A-1” is hereby adopted and incorporated thereof.

Section 3. 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 4. Effective Date. The Personnel Policy amendment shall take effect upon the passage of this resolution.

PASSED AND APPROVED on this the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

EXHIBIT A-1

SECTION V.

PAID TIME OFF BENEFITS

RULE 22. HOLIDAY PAY BENEFIT

- H. Employees Who Work on a Holiday. Employees called in or otherwise required to work on a holiday, other than a floating holiday, will be paid for ~~productive~~ hours actually worked during the holiday at a rate of pay of 1.5 times their regular rate of pay for a maximum of twelve (12) hours~~the entirety of their shift~~ so long as the shift begins on the calendar date of the specified holiday. This rate of pay will be in addition to the holiday pay benefit specified above.