

# City of Alvin, Texas

Paul Horn, Mayor

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



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

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## ALVIN CITY COUNCIL AGENDA

**THURSDAY MAY 3, 2018**

**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](mailto: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.*

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, May 3, 2018** 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. PRESENTATIONS**

A. Proclamation – Police Week.

B. Proclamation – Mental Health Awareness Month.

**4. PUBLIC COMMENT:** citizens may speak before City Council (up to 3 minutes) by turning in a Yellow Public Comment Form to the City Secretary before the start of the meeting. Please note that City Council by law of the Open Meetings Act will be unable to respond to requests made during this time.

**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 April 19, 2018 City Council meeting.

B. Consider Addendum No. 3 for a one (1) year renewal Agreement with Comfort Systems USA (South Central) for Heating, Ventilation and Air Conditioning (HVAC) preventative maintenance and repair services of various city building, in an amount not to exceed \$38,430.31; and authorize the City Manager to sign.

C. Consider Addendum No. 1 for a one (1) year renewal Agreement with LTS Lawncare as the City's manicured mowing services provider of select City owned and State Right of Way property including parkland, lift stations, water wells and various building grounds in an amount not to exceed \$72,723.33; and authorize the City Manager to sign.

D. Consider an award of bid (B-18-06), Manicured Mowing Services Contract, to LTS Lawncare, for mowing services of select parkland and other City owned property and State

Right of Way, in an amount not to exceed \$33,075; and authorize the City Manager to sign the agreement.

- E. Consider an award of Bid (B-18-10) Janitorial Services Provider Contract, to American Janitorial, for janitorial services of City owned buildings and park restrooms in an amount not to exceed \$44,310.00 for the remaining FY2017-2018 and first year of service for FY2018-2019; and authorize the City Manager to sign.
- F. Consider a final plat of Sananikone Place (located west of the Adoue and Second Street intersection) being a subdivision of 0.6568 acres (28,611 sq ft) in the H.T. & B. R. R. survey, A-449, also being a portion of track 2, block J in the City of Alvin, Brazoria County, Texas.
- G. Consider a final plat of Mustang Crossing Detention (located at the northwest corner of FM 1462 and Johnson Street), being a PUD subdivision containing 14.35 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.
- H. Consider a final plat of Mustang Crossing Section 5 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a PUD subdivision containing 18.26 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.
- I. Consider a final plat of Oasis Laydown Yard (located along the north side of W. Highway 6, just east of CR 99), being a subdivision of 16.2056 acres of land in the H.T.& B. R.R. Co. Survey, Abstract 230, Brazoria County, Texas.

## 6. OTHER BUSINESS:

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

- A. Consider a Construction Management & Inspection Services Agreement with AGCM, Inc. in an amount not to exceed \$280,875 for project management services for the design and construction of the new Fire/EMS Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign upon legal review.
- B. Consider Resolution 18-R-17, authorizing the payment of the fourteen (\$0.14) cents per capita to the Gulf Coast Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.
- C. Consider Resolution 18-R-18, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

## 7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

## 8. ITEMS OF COMMUNITY INTEREST

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

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

**9. EXECUTIVE SESSION**

Council may recess into an executive session for any purpose permitted by State law listed in Chapter 551 of the Texas Government Code.

A. **SECTION 551.076** – Discuss security personnel, security devices, or a security audit.

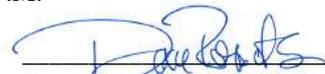
**10. RECONVENE TO OPEN SESSION**

**11. ADJOURNMENT**

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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](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, April 30, 2018 at 5:00 P.M.



  
\_\_\_\_\_  
Dixie Roberts, City Secretary

Removal Date: \_\_\_\_\_

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

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
March 20, 2018**

**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, Jake Starkey, Vice Chair; Nicole Kelinske, Secretary; Darrell Dailey, Ashley Davis; Santos Garza; Randy Reed, Charles Buckelew; and Chris Hartman. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Martin Vela was absent.

**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 February 20, 2018.**

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of February 20, 2018. Seconded by Charles Buckelew, the motion carried on a vote of 7 ayes and 0 nays.

**4. Consider a final plat of Midtown Park Section 2, being a subdivision of 26.64 acres out of a called 43.2539 acre tract being the remainder of a called 57.9559 acre tract and a called 9.9971 acre tract, recorded under document No. 2010000890, official public records of Brazoria County, Texas situated in the Hooper and Wade Survey, abstracts 420, 421 and 485, City of Alvin, County of Brazoria, State of Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Dailey motioned to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 8 ayes, 0 nays. Nicole Kelinske arrived at 6:06 pm.

**5. Consider a master preliminary plat of Mustang Crossing, being a subdivision of 71.53 acres of land located in the Hooper & Wade survey, abstract 488, Brazoria County, Texas.** City Engineer recommends master preliminary plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Kelinske, the motion carried on a vote of 8 ayes, 0 nays.

**6. Consider a final plat of Rosharon Service Center, being a subdivision of 34.7314 acres of land in the Andrew Robinson Survey, abstract 125, Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Dailey motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 8 ayes, 0 nays.

**7. Consider a final plat of 1<sup>st</sup> Oak Creek Addition, being 5.4655 acres situated in the**

**H.T.B. & R.R. Co. Survey, section 21, abstract No. 230 as recorded in volume 21, page 186, Brazoria County deed records, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Dailey motioned to recommend for approval to City Council. Seconded by Member Reed, the motion carried on a vote of 8 ayes, 0 nays.

**8. Consider the City of Alvin 2019 – 2023 Capital Improvement Program.**

Michelle Segovia, City Engineer recommends the City of Alvin 2019 – 2023 Capital Improvement Program for discussion and approval. Commission member Reed motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 8 ayes, 0 nays.

**9. Items of Community Interest.**

Darrell Dailey mentioned Sealy St. from Johnson to Second is coming apart and asked if it will be repaired. Michelle Segovia stated there is not any specific projects at this time, but there are maintenance contracts to do point repair which is done through the Street Department. She is not sure if Sealy St. is on the list to be repaired. Nicole Kelinske asked if there will be sidewalks along the 528 Extension. Michelle Segovia stated that will be discussed during the design phase. Chris Hartman would like to receive CIP items the Planning Commission is recommending for approval to City Council at least a month in advance. Chris Hartman would like to request the City Manager send the Mustang Crossing developer a formal notice that states the city is aware there is a truck junk yard expanding on Rosharon Rd. Santos Garza asked about the sidewalks on Willis St. being in a stand still. Michelle Segovia stated the contractor has been terminated and have awarded the bid to the second lowest bidder on the original bid. The project will be back up and running and problems corrected. Santos Garza mentioned Image magazine will have an article in the coming months about the history of the Alvin Fire Department.

**10. Staff report and update.**

There were no staff report or update.

**11. Items for the next meeting.**

Michelle Segovia, City Engineer, stated the Planning Commission will possibly see the plat for the Senior Apartments off of Brazos, final plat for Kendall Lakes Section 8, and minor plat for another CenterPoint property.

**12. Adjournment.**

Commission Member Hartman motioned to adjourn the meeting, seconded by Member Kelinske. The motion carried on a vote of 8 ayes. The meeting ended at 7:01 p.m.

## Alvin Senior Board Meeting Minutes March 12, 2018

Call to Order 8:11 a.m. Board Members Present: Darrell Brady, Betty Hodges, Beverly Kimbrough, Loretta Smith, and Board President Judy Zavalla.

There was no petitions/request from the public.

Beverly Kimbrough made a motion to approve March minutes, Darrell Brady seconded, all approved.

Board President Report: Judy commented that the weekly column "Let's Talk Medicare" that appears in the Fifty Plus Lifestyle section of the Alvin Sun Newspaper has some information that is incorrect. She said that the Senior page was established to provide information. Parks Director, Dan Kelinske said this was not an action item and that the Senior Center has no control over what the newspaper prints. The only items that reflects on the Senior Center is news directly affecting the center. All information regarding the Senior Center will go through Dixie Roberts, City Spokesperson. He said that as a citizen of Alvin, that Judy could address her concerns with the column to the editor of the newspaper.

Parks Director Report: Dan Kelinske gave updates on upcoming events, department projects and improvements. Total enrollment as of October 1,942 and 768 of that enrollment was the Senior Center for City of Alvin activities.

Senior Manger Report: Marla said that the exercise classes preferred the lower chairs. (chairs at the Senior Center have some low chairs and some are higher) (In the past several meetings there has been discussion on replacing the existing chairs.) Lucky Leprechaun Lunch is Thursday March 15<sup>th</sup>. No building updates, vehicle emergency hatch in Senior Bus leaking. Marla talked to Lone Star Legal Aid Counseling to schedule times they will be available at the center. The hands-free phone will cost \$10,000 because of the network telephone systems. Marla has CPR Certification and checking into a July class for those who need or want to be certified in CPR Training. In past meetings the fuel fund was talked about, Marla looked into it and a possibility would be to offer free trips if the fuel fund has sufficient or excessive funds.

New Business: Discuss and recommend action on Country Dance Account 513-409150. The Senior Center Country Dance account currently holds funds in the amount of \$405.00. The City Finance Department dictates as funds were obtained and earmarked for Dance purposes, they therefore, **must** be used for like programming purposes. The City Staff requested that the Senior Board discuss and

recommend action of this account and funds by approving by motion one of the following: Option 1: City Staff recommends utilizing remainder of Senior Center County Dance Program funds for current Black Hat Karaoke Program, thus closing the account. Option 2: Host dance without door fee charges to utilize funds and discontinue Country Dances, thus closing the account. Option 3: Host dance with door fees utilizing funds to revitalize Senior Center County Dance Program. Board discussed each of the Options, Marla suggested a Sock Hop. Betty Hodges made a motion that we approve Option 2 Darrell Brady seconded the motion, all agreed.

Volunteer Appreciation Luncheon and Volunteer Gift was discussed. Betty Hodges made a motion that car kits be the volunteer gift, Beverly Kimbrough seconded, all approved.

Items of Community Interest: AARC garage sale October 24<sup>th</sup> Market Day at Fair Grounds, Depot Market Days Farmers Market Saturday March 17<sup>th</sup>, No Cook Thursday Food Truck Frenzy March 15<sup>th</sup> & 24<sup>th</sup> 5-8 at National Oak Park, City Easter Egg Hunt.

Beverly Kimbrough made a motion to adjourn, Betty Hodges seconded, all agreed.

Respectfully submitted by,

*Loretta Smith*

Loretta Smith, Board Member



Office of the Mayor, City of Alvin, Texas

## *Proclamation*

**WHEREAS,** the Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers Memorial Day and the week in which it falls as Police Week; and

**WHEREAS,** the members of the law enforcement agency of Alvin play an essential role in safeguarding the rights and freedoms of the citizens of Alvin; and

**WHEREAS,** the police department of Alvin has grown to be a modern and scientific law enforcement agency, providing a vital public service.

**NOW, THEREFORE,** I, Paul A. Horn, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 13 - May 19, 2018** as:

## *Police Week*

and further recognize that Peace Officers Memorial Day was observed on Tuesday, May 15, 2018, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**WITNESS** my hand and seal this 3rd day  
of May 2018.

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Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

## *Proclamation*

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**WHEREAS,** Mental health helps to sustain an individual's thought processes, relationships, productivity and ability to adapt to change or face adversity; and

**WHEREAS,** early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

**WHEREAS,** public education and civic activities encourages mental health and help improve the lives of individuals and families affected by mental illness; and

**WHEREAS,** every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help.

**NOW, THEREFORE,** I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council hereby proclaim the month of **May 2018** as:

## *Mental Health Awareness Month*

in the city of Alvin to increase public understanding of the importance of mental health and to promote identification and treatment of mental illness.

**WITNESS** my hand and seal this 3rd day of May 2018.

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Paul A. Horn, Mayor

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY APRIL 19, 2018**  
**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 Brad Richards; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Glen Starkey, and Keith Thompson.

**Staff members present:** Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer; Police Captain Tim Hubbard.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Judy Zavalla gave the invocation.

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

**PRESENTATIONS**

Proclamation – Volunteer Appreciation.

Mayor Horn proclaimed the week of April 15-21, 2018 as Volunteer Appreciation Week.

Volunteer of the Year Recognition.

Mayor Horn recognized Chaplain Mary Sanders as the volunteer of the year.

Fire Department Update.

Fire Chief Klesel gave an update on the Fire Department.

**PUBLIC COMMENT**

There were no comments from the public.

**CONSENT AGENDA**

Approve minutes of the April 5, 2018 City Council meeting.

Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

*Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.*

*Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.*

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 6 Ayes.

**OTHER BUSINESS:**

Receive and acknowledge receipt of the Financial and Quarterly Investment reports ending March 31, 2018.

*The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.*

Junru Roland, Assistant City Manager/CFO, presented the Financial and Quarterly Investment reports ending March 31, 2018.

Council member Thompson moved to acknowledge receipt of the Financial and Quarterly Investment reports ending March 31, 2018. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$264,650 for engineering design services for the Johnson Street Paving and Drainage Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the design of the Johnson Street Paving and Drainage Improvements Project.*

*This project was identified as a short-term project in the Major Thoroughfare Implementation Plan that was presented to City Council on August 3, 2017, and consists of the improvement of Johnson Street from a two-lane asphalt open-ditch roadway to a concrete curb and gutter roadway from South Street to FM 1462.*

*The Engineering Services Agreement being considered will provide surveying data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important roadway infrastructure CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of six months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$264,650 for engineering design services for the Johnson Street Paving and Drainage Improvements Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,076,000 for engineering design services for the 54" Eastside Interceptor Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the design of the 54-Inch Eastside Interceptor Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the construction of a 54-inch sanitary sewer interceptor line to replace the existing 27-inch and 33-inch lines that carry all of the City's wastewater flows to the Wastewater Treatment Plant.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, alternate route study, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system CIP project. It is proposed that design services culminating in a final bid package*

*will be complete in a period of thirteen months. Approval of this Agreement will ensure that construction plans are available and ready for bid in July 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Thompson moved to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,076,000 for engineering design services for the 54" Eastside Interceptor Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$95,200 for engineering design services for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the evaluation of the Northwest and Northeast Sanitary Sewer Basins to identify sources and causes of inflow and infiltration (I/I) and develop rehabilitation/improvement recommendations.*

*The Engineering Services Agreement being considered will provide data collection, flow monitoring, smoke testing, and Manhole inspection/survey, for this important wastewater system CIP project. It is proposed that design services culminating in a technical memorandum detailing the survey results and system improvement alternatives will be complete in a period of nine months. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Adame moved to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$95,200 for engineering design services for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with HDR, Inc. in an amount not to exceed \$1,186,353.11 for engineering design services for the FM 528 Extension Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected HDR, Inc. to submit a proposal for the design of the FM 528 Extension Project.*

*This project was identified as a short-term project in the Major Thoroughfare Implementation Plan that was presented to City Council on August 3, 2017, and consists of the extension of FM 528 from Gordon Street to Highway 6 along the right-of-way that has been acquired in the last ten plus years.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, route study, traffic warrant study, preliminary and final engineering design, and complete plan set for this important roadway infrastructure CIP project. It is proposed that design services culminating in a final plan set will be complete in a period of thirteen months. Approval of this Agreement will ensure that construction plans are available and ready for bid in July 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with HDR, Inc. in an amount not to exceed \$1,186,353.11 for engineering design services for the FM 528 Extension Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with Cobb, Fendley & Associates, Inc. in an amount not to exceed \$528,111 for engineering design services for the Fairway Drive and South Street Water Line Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Cobb, Fendley & Associates, Inc. (CobbFendley) to submit a proposal for the design of the Fairway Drive and South Street Water Line Improvements Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the construction of a new 12-inch waterline from the Verhalen Elevated Storage Tank to the intersection of South Street and Gordon Street and the construction of 6-inch and 10-inch waterlines to replace the existing 2-inch lines near FM 1462 and Koster Road.*

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

*Agreement will ensure that construction plans are available and ready for bid in November 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Adame moved to approve an Engineering Services Agreement with Cobb, Fendley & Associates, Inc. in an amount not to exceed \$528,111 for engineering design services for the Fairway Drive and South Street Water Line Improvements Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$225,645 for engineering design services for the Lift Stations 14 and 17 Rehabilitation Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Lift Stations 14 and 17 Rehabilitation Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the replacement of the pumps, rails, controls, electrical system, piping, and the sealing/coating of the concrete wet wells of lift stations #14 and #17.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of six months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$225,645 for engineering design services for the Lift Stations 14 and 17 Rehabilitation Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$668,865 for engineering design services for the Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Lift Station #30 Expansion and Highway 35 Bypass Gravity Mains Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the expansion of lift station #30 from a firm capacity of 4.61 Million Gallons Daily (MGD) to a firm capacity of 9 MGD. The project also includes the replacement of approximately 4,300 linear feet of 30-inch gravity sanitary sewer main along Highway 35 Bypass with 36-inch gravity main and the replacement of approximately 1,900 linear feet of 20-inch force (pressurized) main along Highway 35 Bypass with 24-inch force main.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system expansion CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of eight months. Approval of this Agreement will ensure that construction plans are available and ready for bid in January 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$668,865 for engineering design services for the Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$433,300 for engineering design services for the Waterline Improvements Phase I Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Waterline Improvements Phase I Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the replacement/addition of approximately 20,000 linear feet of waterline in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Street.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of eight months. Approval of this Agreement will ensure that construction plans are available and ready for bid in January 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$433,300 for engineering design services for the Waterline Improvements Phase I Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$319,400 for engineering design services for the Water Plant 6 Tank Replacement Project; and authorize the City Manager to sign the agreement upon legal review.

*A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Water Plant #6 Tank Replacement Project.*

*This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the demolition of the three existing 0.43-million-gallon water ground storage tanks at Water Plant #6 and the construction of a new 1.5-million-gallon pre-stressed concrete ground storage tank.*

*The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of 5-6 months. Approval of this Agreement will ensure that construction plans are available and ready for bid in October 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018. Staff recommends approval of this Agreement.*

Council member Arendell moved to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$319,400 for engineering design services for the Water Plant 6 Tank Replacement Project; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider Resolution 18-R-15, suspending the May 28, 2018 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to Implement interim GRIP rate adjustments for gas utility investment in 2017 and requiring delivery of this resolution to the Company and legal counsel.

*The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.*

*For cities in the Houston Division, CenterPoint is seeking recovery of \$112,238,512 in invested capital. This will increase rates to residential customers by \$.70 per month. For cities in the Texas Coast Division – the Division the City of Alvin is in, CenterPoint is seeking recovery of \$31,889,184 in invested capital. This will increase rates to residential customers by \$.72 per month. Increases in both divisions are currently scheduled to go into effect on May 28, 2018.*

*Under the Gas Reliability Infrastructure Program (“GRIP”) statute, §104.301 of the Texas Utilities Code, cities may not challenge the CenterPoint’s request. The only action a City may take is to suspend the effective date of the rate increase by 45 days. The annual Gas Reliability Infrastructure Program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled the only option cities have in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.*

Council member Thompson moved to approve Resolution 18-R-15, suspending the May 28, 2018 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to Implement interim GRIP rate adjustments for gas utility investment in 2017 and requiring delivery of this resolution to the Company and legal counsel. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider Resolution 18-R-16, Approving the Incentives for the Completion of Annual Biometric Screenings by City Employees.

*Healthcare professionals believe that many major claims can be prevented when people complete their annual biometric screenings and follow the advice and direction of medical professionals. In calendar year 2017, participants in the City's healthcare program made claims totaling \$1,916,708.22. Breaking that down, that's 75% of employees' premium and 199% of dependents' premium according to the Texas Municipal League (TML), who insures the City.*

*In December 2017, at the request of the City Manager, the City formed a Health and Wellness Committee, comprised of volunteer employees, to begin looking at the City's healthcare program and what changes could be made. This Committee began meeting in January 2018.*

*The Committee's original recommendation came in two main parts:*

1. *Match TML's \$150 incentive payment for completing the Healthy Initiatives program on an annual basis.*
  - *This would cost the City no more than \$30,000 annually should all City employees participate in the program. Only 9 employees participated in 2016 and 19 employees participated in 2017.*
  - *While dependents over the age of 18 are eligible to receive TML's incentive, the City's match would only apply to City employees.*
  - *This matching incentive would be considered taxable income, and the City would act in accordance with IRS code.*
  - *A budget amendment reflecting the transfer of funds from Fund Balance would be brought before Council at the end of the fiscal year.*
2. *For those who did not complete the Healthy Initiatives program by September 1 each year (employees and/or eligible dependents), the employee would be required to fund 30% of their insurance premium each month (which would currently be \$265.50 per month), beginning on October 1 (the beginning of the next fiscal year).*
  - *This required payment would continue each month until the employee and/or eligible dependents completed the Healthy Initiatives program.*

*Recent caselaw has made the second recommendation unlawful as of January 1, 2019, and the EEOC has been directed by the United States District Court for the District of Columbia Circuit to change its regulations on employee wellness plans, which previously allowed for a 30% disincentive for failing to participate in employee wellness plans. The new EEOC regulations should be published in the summer of 2018, and the Committee will reevaluate their second recommendation at that time.*

*Therefore, the Committee recommends the following:*

1. *Instituting the match for the TML \$150 incentive immediately (which is not to exceed a total of \$30,000 per calendar year).*
2. *Continuing the annual employee Health Fair, which will be held the beginning of August, at which time employees and their dependents will be able to complete much (if not all) of the Healthy Initiatives program.*
3. *Finally, the Committee recommends producing more material on the Healthy Initiatives program and its requirements, developing more educational material for employees and dependents, as well as holding informational meetings with employees and their dependents in an effort to continually educate our employees on access to healthy living.*

*I want to give a special thank you to the members of the Health and Wellness Committee for their all their hard work in developing this proposal. The Health and Wellness Committee is comprised of Janie Padilla, Human Resources Director; Margaret Ray, Police Officer; Shaun Moore, Assistant Fire Marsha; Ismael Alcocer, Code Compliance Officer; Sandra Brangan, Police Payroll; Todd Arendell, Police Captain.*

Council member Castro moved to approve Resolution 18-R-16, approving the Incentives for the Completion of Annual Biometric Screenings by City Employees. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the May 3, 2018 City Council meeting.

### **ITEMS OF COMMUNITY INTEREST**

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

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked Mary Dearing, Fire Department and the volunteers for all they do for the City.

Council member Arendell wished Mary Dearing well upon her retirement. He recognized Fire Chief Klesel for being proactive in saving citizens money and thanked the engineering firms that will be assisting the City in improving the utilities.

Council member Richards thanked Mary Dearing for her service to the City.

Council member Castro thanked Mary Dearing and wished her well. He mentioned that he toured the City facilities and he expressed confidence on the work the City employees provide for the citizens.

Council member Adame thanked Mary Dearing and the volunteers for their service to the city. He announced that the Alvin/Manvel Chamber recently hosted a candidates' forum and it can be viewed on their website.

Council member Starkey also expressed his appreciation to Mary Dearing and the volunteers.

Mayor Horn wished Mary Dearing well upon her retirement. He expressed appreciation to the engineers that will be assisting the City with upcoming projects.

### **ADJOURNMENT**

Mayor Horn adjourned the meeting at 8:40 p.m.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider Addendum No. 3 for a one (1) year renewal Agreement with Comfort Systems USA (South Central) for Heating, Ventilation and Air Conditioning (HVAC) preventative maintenance and repair services of various city buildings, in an amount not to exceed \$38,430; and authorize the City Manager to sign.

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

**Summary:** The HVAC preventative maintenance and repair agreement is designed to provide routine maintenance by a certified technician for all HVAC equipment in order to prolong the efficient life of the equipment. This agreement also allows for faster response time and fixed pricing for HVAC related repairs.

On September 17, 2015, the initial HVAC preventative maintenance agreement was awarded to Comfort Systems USA (South Central). The term of the original agreement commenced on October 10, 2015, and terminated on September 30, 2016; with an option to renew for a maximum of 3 additional one-year renewal terms. In August 2016, Council approved Addendum 1, the 1<sup>st</sup> of 3 one-year renewal terms allowed in the HVAC agreement. In May 2017, Council approved Addendum 2, the 2<sup>nd</sup> of 3 one-year renewal terms allowed in the HVAC agreement.

Comfort Systems USA (South Central) is requesting that the City Council approve the 3<sup>rd</sup> one-year renewal term, which would allow Comfort Systems USA (South Central) to provide HVAC preventative maintenance and repair services for City facilities through September 30, 2019 (FY19).

Staff recommends City Council approve the 3<sup>rd</sup> of 3 one-year renewal options allowed in the HVAC preventative maintenance agreement. The following are the annual proposals submitted to the City by Comfort Systems USA (South Central).

Service Year	Proposal
FY16 (Initial Award)	\$32,440
FY17 (1 <sup>st</sup> one-year renewal option – Addendum 1)*	\$36,440
FY18 (2 <sup>nd</sup> one-year renewal option – Addendum 2)	\$37,310
FY19 (3 <sup>rd</sup> one-year renewal option – Addendum 3)	\$38,430

The City facilities included in the HVAC agreement are: City Hall, Animal Adoption Center, Public Services Facility, Public Services Facility #2 at Dyche Lane, Library, Senior Citizens Center, Museum, Alvin Convention and Visitor's Bureau/Train Depot, Waste Water Treatment Plant, Fire Stations 1, 2 and 3, EMS Station and Police Station.

\*The Animal Adoption Center HVAC equipment was added into the Agreement as an addendum in February 2016 for an annual amount of \$3,960.

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

Departmental  
Building/Ground  
**Funding Account:** Maintenance Accounts **Amount:** \$38,430 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 4/26/2018 SLH

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**Supporting documents attached:**

- Addendum No. 3 - 2018
- Addendum No. 2 - 2017
- Addendum No. 1 - 2016
- Animal Adoption Center Addendum
- Original approved agreement - 2015
- Renewal Request Letter from Comfort Systems USA

Click on Boxes to view Agreement

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**Recommendation:** Move to approve Addendum No. 3 for a one (1) year renewal Agreement with Comfort Systems USA (South Central) for Heating, Ventilation and Air Conditioning (HVAC) preventative maintenance and repair services of various city buildings, in an amount not to exceed \$38,430; and authorize the City Manager to sign.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ADDENDUM NO. 3**  
**TO THE**  
**CITY OF ALVIN**  
**HVAC PREVENTATIVE**  
**MAINTENANCE AND REPAIR SERVICES AGREEMENT**

THIS Addendum No. 3 to the City of Alvin HVAC Preventative Maintenance and Repair Services Agreement (the "Addendum No. 3") is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and Comfort Systems USA (South Central) (the "Contractor").

**WHEREAS**, on September 17, 2015, the City approved and entered into a HVAC Preventative Maintenance and Repair Services Agreement for HVAC preventative maintenance and repairs to the City of Alvin facilities (the "Agreement"); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2016; and

**WHEREAS**, the City and Comfort Systems USA entered into Addendum No. 1 on or about August 4, 2016, agreeing to extend the term of the Agreement for an additional year ending September 30, 2017; and

**WHEREAS**, the City and Comfort Systems USA entered into Addendum No. 2 on or about May 4, 2017, agreeing to extend the term of the Agreement for an additional year ending September 30, 2018; and

**WHEREAS**, Section III of the Agreement states that renewal shall be the sole option of the City if agreed to by Contractor. (See Comfort Systems USA letter attached as Exhibit "A"). The initial Agreement shall be for one year, with three additional one-year renewable options; and

**WHEREAS**, Comfort Systems USA has now provided two (2) one-year renewal terms, and now requests the third (3<sup>rd</sup>) and final one (1) year term to provide HVAC preventative maintenance and repair services for City facilities; and

**WHEREAS**, the City and Comfort Systems USA desire to extend the term of the Agreement for an additional year ending September 30, 2019.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Comfort Systems USA hereby agree as follows:

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the February 2016 Addendum, in which the Alvin Animal Adoption Center HVAC equipment was added.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, the 2016 Letter Addendum and Addendum No. 3, the provisions of Addendum No. 3 shall control. Addendum No. 3 may only be amended, modified or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 3 to the HVAC Preventative Maintenance and Repair Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**COMFORT SYSTEMS USA**

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Sereniah Breland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Suzanne L. Hanneman  
City Attorney

March 19, 2018

Mr. Dan Kelinske  
1100 W Hwy 6  
Alvin, TX 77511  
281.388.4299

**RE: Service Agreement Renewal 2018**

Dear Mr. Kelinske,

Thank you for allowing Comfort Systems USA South Central to serve you during this past year. The current Comfort Systems Service Agreement's term ends on September 30, 2018. Per the agreements terms and conditions, the annual price may be adjusted to reflect increases in costs for materials and labor. As we continue to strive for ways to reduce costs and improve efficiency, we must continue to provide the proper tools, test equipment, training and competitive wages necessary to maintain the highest level of service and Service Technician to you – our customer. Comfort Systems is renewing the agreement for an additional term beginning October 1, 2018. The agreement will renew at the adjusted price of \$38,430.31 for FY 2019, an increase of \$1,120.31 for FY 2019.

Comfort Systems agrees to provide services in accordance with the Schedules and Terms and Conditions already in effect. Comfort Systems will continue to perform inspections and provide invoicing as previously directed.

Please forward a new purchase order to my attention, if required. E-mail, fax and phone numbers are at the bottom of this letter.

I sincerely appreciate your reliance and confidence in Comfort Systems and will do everything we can to satisfy your needs. Our goal is to be a solutions provider and partner for you. You are a valued customer and we are truly thankful for your business. If you have any questions please do not hesitate to contact me.

Sincerely,



Andrea Acosta  
Service Contract Account Manager  
Comfort Systems USA South Central

832-590-5798  
[aacosta@csusasc.com](mailto:aacosta@csusasc.com)

**9745 BENT OAK DRIVE • HOUSTON, TEXAS 77040 • OFFICE: 832.590.5700 • FAX: 713.856.9720**

B-15-10 Heating, Ventilation and Air Conditioning Services Preventative Maintenance and Repair

FY 2019 HVAC PM Contract Comfort Systems USA

City Building Locations

Location No.	Name	Address	Preventative Maintenance Service Price	3.0 % increase	Number of services per year	Annual Maintenance Service Price
1	City Hall	216 W. Sealy St	\$ 869.05	\$ 26.07	4	\$ 3,580.48
2	Public Service Facility	1100 W. Highway 6	\$ 1,078.62	\$ 32.36	4	\$ 4,443.92
3	Public Service Facility #2	800 Dyche Lane	\$ 115.19	\$ 3.46	4	\$ 474.60
4	Library	105 S. Gordon St.	\$ 915.64	\$ 27.47	4	\$ 3,772.44
5	Senior Center	309 W. Sealy St.	\$ 1,245.61	\$ 37.37	4	\$ 5,131.92
6	Museum	300 W. Sealy St.	\$ 201.29	\$ 6.04	4	\$ 829.32
7	ACVB Office Bldg/Train Depot	200 Depot Cntr Blvd	\$ 247.66	\$ 7.43	4	\$ 1,020.36
8	WWTP	7100 S. CR 160	\$ 301.82	\$ 9.05	4	\$ 1,243.48
9	Fire Station #1	302 W. House St.	\$ 443.74	\$ 13.31	4	\$ 1,828.20
10	Fire Station #2	110 Medic Ln.	\$ 278.65	\$ 8.36	4	\$ 1,148.04
11	Fire Station #3	2700 FM 1462	\$ 379.64	\$ 11.39	4	\$ 1,564.12
12	EMS Station	709 E. House St.	\$ 436.18	\$ 13.09	4	\$ 1,797.08
13	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 1,014.75	\$ 30.44	4	\$ 4,180.76
14	APD Air Handler & Fan Maintenance	1500 S. Gordon St.	\$ 1,150.56	\$ 34.52	4	\$ 4,740.32
	APD Packaged Chiller Maintenance Qtrly		\$ 191.68	\$ 5.75	4	\$ 789.72
	APD Packaged Chiller Maintenance Annual		\$ 1,535.45	\$ 46.06	1	\$ 1,581.51
	APD Pneumatic Control System Qtrly		\$ 30.75	\$ 0.92	4	\$ 126.68
	APD Pneumatic Control System Annual		\$ 61.50	\$ 1.85	1	\$ 63.35
	APD Pump Maintenance Qtrly		\$ 18.45	\$ 0.55	4	\$ 76.00
	APD Pump Maintenance Annual		\$ 36.90	\$ 1.11	1	\$ 38.01

**Annual Total \$ 38,430.31**

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# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider Addendum No. 1 for a one (1) year renewal Agreement with LTS Lawncare as the City’s manicured mowing services provider of select City owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds in an amount not to exceed \$72,723.33; and authorize the City Manager to sign.

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

**Summary:** This is the first of two different manicured mowing agreements. This scope of service has supplemented the lawn maintenance efforts of City staff for over fifteen years.

The North and South Areas of Highway 35 were originally included because those are two of the major entrances into the City limits and the desire to maintain the areas remained in the scope of work.

The agreement was originally approved in the amount of \$72,723.33 with LTS Lawncare by City Council on May 4, 2017 utilizing the public bid process, Bid # B-17-05. The following locations would continue under this agreement: Lift Stations 23B, 14, 29, 30, 31, and 33, Water Wells 3, 4, 6, 7, and 8, Water Towers 3 of 3, City Hall, Lot at W. Willis St. & Hardie St., Library, Senior Citizen Center, Museum, Public Service Facility, Public Service Facility #2, Animal Adoption Center, Alvin Police Department, Bob Owen Pool, Girl Scout House Lot, American Legion Lot, Fire Stations 1, 2, 3, EMS, Park and Ride, Fire Training Field, Lot at Gordon St. & Willis St., Train Depot, Welcome to Alvin sign areas 2 of 2, North and South Bypass areas, Ruben Adame Park, Newman Park, Citizens Park, Sealy Park, Prairie Dog Park, and Oak Park Cemetery.

Manicured Mowing Bid # B-17-05 opened on April 19, 2017 and advertised on March 27, 2017 and April 3, 2017. The agreement began May 8, 2017 thru September 30, 2017 in an amount of \$41,224.17. The first complete year of service began October 1, 2017 thru September 30, 2017 in the amount of \$72,723.33.

For reference, the prior manicured mowing service contract for the same scope of services, less one property totaled \$101,085.00.

Staff is recommending a one (1) year renewal of the current manicured mowing agreement in the amount of \$72,723.33 with LTS Lawncare as their performance continues to provide a good value to the City of Alvin.

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

Departmental  
Building/Ground

**Funding Account:** Maintenance Account **Amount:** \$72,723.33 **1295 Form Required?** Yes x No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 4/26/2018 SLH

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**Supporting documents attached:**

- Addendum No. 1 - 2018
  - Original approved agreement - 2017
  - Renewal Request Letter from LTS Lawncare
- 

**Recommendation:** Move to approve Addendum No. 1 for a one (1) year renewal Agreement with LTS Lawncare as the City's manicured mowing services provider of select City owned property including parkland, lift stations, water wells and various building grounds, in an amount not to exceed \$72,723.33; and authorize the City Manager to sign.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ADDENDUM NO. 1**  
**TO THE**  
**CITY OF ALVIN**  
**MANICURED MOWING SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 1”) is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and LTS Lawncare (“Contractor”).

**WHEREAS**, on May 4, 2017, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for manicured mowing services of City properties (the “Agreement”); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2018; and

**WHEREAS**, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) consecutive years, and each renewal term shall be attached to the Agreement as an Addendum; and

**WHEREAS**, the City and Contractor desire to extend the term of the Agreement for an additional year ending September 30, 2018.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 2.02 unless terminated earlier in accordance with the terms of the original Agreement.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:  
LTS LAWCARE**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:  
CITY OF ALVIN, TEXAS**

BY: \_\_\_\_\_

Sereniah Breland  
City Manager

**ATTEST/SEAL**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST/SEAL**

BY: \_\_\_\_\_

Dixie Roberts  
City Secretary

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

Suzanne L. Hanneman  
City Attorney

**AGREEMENT FOR MANICURED MOWING SERVICES**

**THE STATE OF TEXAS**                    §

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BRAZORIA**                §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the "Agreement") is made and entered into on this 4 day of May, 2017, by and between the CITY OF ALVIN, TEXAS (the "City"), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and LTS Lawncare (the "Contractor").

**WITNESSETH:**

**WHEREAS**, on or about March 9, 2017, the manicured mowing services contract covering the remaining portion of Fiscal Year 2017 was terminated;

**WHEREAS**, on or about March 27, 2017, and April 3, 2017, the City advertised for bids for manicured mowing services for the remaining portion of Fiscal Year 2016-2017 and for Fiscal Year 2017-2018;

**WHEREAS**, the Contractor submitted the lowest bid or the bid that will provide the best value for the City;

**WHEREAS**, on or about May 4, 2017, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

**WHEREAS**, this Agreement defines the rights and obligations of the parties:

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

**I.**  
**SCOPE OF SERVICES**

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Manicured Mowing Services, attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A." Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and

reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

## **II.**

### **COMPENSATION**

#### **2.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Forty-One Thousand Two Hundred Twenty-Four and 17/100 (\$41,224.17) Dollars for manicured mowing services required hereunder for the remaining fiscal year 2016-2017.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Seventy-Two Thousand Seven Hundred Twenty-Three and 33/100 (\$72,723.33) Dollars, which may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A," the City shall pay the per trip charges shown in Exhibit "A," attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10<sup>th</sup>) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

## **2.02 – Allocated Funds.**

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Forty-One Thousand Two Hundred Twenty-Four and 17/100 (\$41,224.17) Dollars, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2016-2017. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

### **III.**

#### **TERM AND RENEWAL OPTION**

This Agreement shall include the remaining portion of Fiscal Year 2016-2017, from **May 8, 2017** through **September 30, 2017**, and thereafter, the terms of this Agreement shall commence on October 1, 2017 and shall end on September 30, 2018. However, upon mutual consent of the parties and approval of the governing body, this agreement may be extended for three (3) one (1)

year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

#### IV. TERMINATION

##### **4.01 – With Cause.**

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10<sup>th</sup>) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

##### **4.02 – Without Cause.**

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

#### V. INSURANCE

##### **5.01 – Coverage and Amounts.**

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

**COVERAGE**

**LIMITS OF LIABILITY**

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or

other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

**5.02 – Delivery of Policies.**

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days notice in writing to the Contractor.

**VI.**

**MISCELLANEOUS**

**6.01 – Independent Contractor.**

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

**6.02 – Subcontractors.**

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

**6.03 – Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

**6.04 – Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

**6.05 – Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

**6.06 – Applicable Laws.**

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

**6.07 – Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

**6.08 – Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director  
City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511  
Phone No: (281) 388-4290

Larry Dietrich  
LTS Lawncare  
P.O. Box 314  
Alvin, Texas 77512  
Phone No: (281) 433-2590

**6.09 – Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

**6.10 – Acceptance and Approvals.**

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

**6.11 – Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

**6.12 – Remedies.**

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

**6.13 – Ambiguities.**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not authorize the same.

**6.14 – Survival.**

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**6.15 – Entire Agreement.**

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 4 day of May, 2017.

**CONTRACTOR:**

**LTS LAWCARE**

BY: \_\_\_\_\_

Name: ALBERT L (LARRY) DIETRICH  
Title: OWNER

**CITY:**

**CITY OF ALVIN, TEXAS**

BY: \_\_\_\_\_

Sereniah Breland  
City Manager

**ATTEST/SEAL**

BY: \_\_\_\_\_

Name: KAREN D. DIETRICH  
Title: \_\_\_\_\_

**ATTEST/SEAL**

BY: \_\_\_\_\_

Dixie Roberts  
City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

Suzanne L. Hanneman  
Deputy City Attorney

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-205871

Date Filed:  
05/11/2017

Date Acknowledged:

*5/16/17*

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

LTS Lawncare  
Alvin, TX United States

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

City of Alvin

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

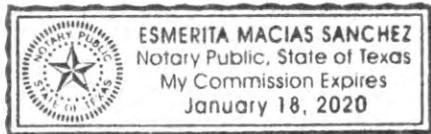
B-17-05  
Manicured lawn care

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Larry Dietrich, this the 16 day of May, 2017, to certify which, witness my hand and seal of office.

*[Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

Esmerita Macias Sanchez  
\_\_\_\_\_  
Printed name of officer administering oath

Financial Srv. Rep  
\_\_\_\_\_  
Title of officer administering oath



*LTS Lawncare*

*P.O. BOX 314*

*Alvin, Texas 77512*

*281.433.2590*

*I.dietrich1313@gmail.com*

DATE: 3/16/2018

DAN KLENESKI  
City of Alvin  
Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract between LTS Lawncare and the City of Alvin for the 2018-2019, physical year, #B-17-05, in amount of \$72,723.33 . I hope that our service meets and exceeds your expectations.

Thank You,

Larry Dietrich



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider an award of Bid (B-18-06), Manicured Mowing Services Contract, to LTS Lawncare, for mowing services of select parkland and other City owned property and State Right of Way, in an amount not to exceed \$33,075; and authorize the City Manager to sign the agreement.

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

**Summary:** This is the second of two manicured mowing agreements. This scope of service was originally created and publicly bid in FY 2014 when one of four park equipment operator positions became vacant along with an increased need for mowing frequency. This scope of service continues to provide a cost-effective solution to supplement lawn maintenance efforts of City staff.

Staff recommends awarding a Manicured Mowing Agreement from the results of public Bid # B-18-06 to LTS Lawncare in the amount of \$33,075.00 to provide manicured mowing services for the following locations: Hike and Bike Trail (Adoue Street to South Street), Hugh Adams Park, Marina Park, Morgan Park, Pearson Park, and Talmadge Park; two lots located at 3404 Hummingbird and 1409 Talmadge; and four corner areas of the Gordon Street Bridge.

Manicured Mowing Bid # B-18-06 opened on April 17, 2018 and advertised on April 1, 2018 and April 8, 2018.

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

**Funding Account:** 111-7001-00-3270 **Amount:** \$33,075 **1295 Form Required?** Yes x No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 4/26/2018 SLH

**Supporting documents attached:**

- Bid B-18-06 Manicured Mowing Services Agreement
- Side by Side bidder comparison spreadsheet

**Recommendation:** Move to approve award of Bid (B-18-06), Manicured Mowing Services Contract, to LTS Lawncare, for mowing services of select parkland and other City owned property, in an amount not to exceed \$33,075; and authorize the City Manager to sign the agreement.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

## **II.** **COMPENSATION**

### **2.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Thirty-Three Thousand Seventy-Five and No/100 (\$33,075.00) Dollars for manicured mowing services required hereunder for the fiscal year 2018-2019.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Thirty-Three Thousand Seventy-Five and No/100 (\$33,075.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10<sup>th</sup>) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

### **2.02 – Allocated Funds.**

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Thirty-Three Thousand Seventy-Five and No/100 (\$33,075.00) Dollars, to be used to discharge its duties to pay money under this

Agreement (the “Original Allocation”) during the fiscal year 2018-2019. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

### **III.**

#### **TERM AND RENEWAL OPTION**

This Agreement shall commence on **October 1, 2018** and shall end on **September 30, 2019**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

### **IV.**

#### **TERMINATION**

##### **4.01 – With Cause.**

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions

of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10<sup>th</sup>) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

**4.02 – Without Cause.**

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

**V.  
INSURANCE**

**5.01 – Coverage and Amounts.**

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<b><u>COVERAGE</u></b>	<b><u>LIMITS OF LIABILITY</u></b>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
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- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
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- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

#### **5.02 – Delivery of Policies.**

The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for

the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

## **VI.** **MISCELLANEOUS**

### **6.01 – Independent Contractor.**

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

### **6.02 – Subcontractors.**

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

### **6.03 – Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

### **6.04 – Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

### **6.05 – Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any

appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

**6.06 – Applicable Laws.**

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor’s services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

**6.07 – Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor’s services required hereunder.

**6.08 – Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director  
City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511  
Phone No: (281) 388-4290

Larry Dietrich  
LTS Lawncare  
P.O. Box 314  
Alvin, Texas 77512  
Phone No: (281) 433-2590

**6.09 – Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

#### **6.10 – Acceptance and Approvals.**

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

#### **6.11 – Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

#### **6.12 – Remedies.**

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

#### **6.13 – Ambiguities.**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

#### **6.14 – Survival.**

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**6.15 – Entire Agreement.**

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**  
**LTS LAWNCARE**

**CITY:**  
**CITY OF ALVIN, TEXAS**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Sereniah Breland**  
**City Manager**

**ATTEST/SEAL**

**ATTEST/SEAL**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Dixie Roberts**  
**City Secretary**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Suzanne L. Hanneman**  
**City Attorney**

**B-18-06 Manicured Mowing Service Bid Submittals**

**BID SUBMITTAL # 1 / LTS Lawn Care**

**Section A - Public Parks and Right of Way (ROW)**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 360.00	39	\$ 14,040.00
2	Morgan Park	1500 W. South St.	\$ 135.00	39	\$ 5,265.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 45.00	39	\$ 1,755.00
<del>4</del>	<del>Marina Park</del>	<del>Behind Bowling Alley</del>	<del>—</del>	<del>26</del>	<del>\$ -</del>
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 45.00	39	\$ 1,755.00
6	Hike and Bike Trail	Adoue St. to South St.	\$ 135.00	39	\$ 5,265.00
7	Right of Way	Gordon St. Bridge	\$ 45.00	39	\$ 1,755.00

**Section A Total \$ 29,835.00**

**Section B - Trust Properties**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
4	Marina Park	Behind Bowling Alley	\$ 45.00	24	\$ 1,080.00
8	Trust Property #1	3404 Hummingbird	\$ 45.00	24	\$ 1,080.00
9	Trust Property #2	1409 W. Talmadge	\$ 45.00	24	\$ 1,080.00

**Section B Total \$ 3,240.00**

**GRAND TOTAL \$ 33,075.00**

**B-18-06 Manicured Mowing Service Bid Submittals**

**BID SUBMITTAL # 2 / Cornerstone Maintenance and Landscaping**

**Section A - Public Parks and Right of Way (ROW)**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 420.00	39	\$ 16,380.00
2	Morgan Park	1500 W. South St.	\$ 210.00	39	\$ 8,190.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 105.00	39	\$ 4,095.00
<del>4</del>	<del>Marina Park</del>	<del>Behind Bowling Alley</del>	<del>—</del>	<del>26</del>	<del>\$ -</del>
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 87.50	39	\$ 3,412.50
6	Hike and Bike Trail	Adoue St. to South St.	\$ 201.00	39	\$ 7,839.00
7	Right of Way	Gordon St. Bridge	\$ 52.50	39	\$ 2,047.50

**Section A Total \$ 41,964.00**

**Section B - Facility Grounds**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
4	Marina Park	Behind Bowling Alley	\$ 105.00	24	\$ 2,520.00
8	Trust Property #1	3404 Hummingbird	\$ 52.50	24	\$ 1,260.00
9	Trust Property #2	1409 W. Talmadge	\$ 35.00	24	\$ 840.00

**Section B Total \$ 4,620.00**

**GRAND TOTAL \$ 46,584.00**

**B-18-06 Manicured Mowing Service Bid Submittals**

**BID SUBMITTAL # 3 / Landscapes Unlimited**

**Section A - Public Parks and Right of Way (ROW)**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 700.00	39	\$ 27,300.00
2	Morgan Park	1500 W. South St.	\$ 300.00	39	\$ 11,700.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 110.00	39	\$ 4,290.00
<del>4</del>	<del>Marina Park</del>	<del>Behind Bowling Alley</del>		<del>26</del>	\$ -
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 90.00	39	\$ 3,510.00
6	Hike and Bike Trail	Adoue St. to South St.	\$ 260.00	39	\$ 10,140.00
7	Right of Way	Gordon St. Bridge	\$ 40.00	39	\$ 1,560.00

**Section A Total \$ 58,500.00**

**Section B - Trust Properties**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
4	Marina Park	Behind Bowling Alley	\$ 40.00	24	\$ 960.00
8	Trust Property #1	3404 Hummingbird	\$ 80.00	24	\$ 1,920.00
9	Trust Property #2	1409 W. Talmadge	\$ 15.00	24	\$ 360.00

**Section B Total \$ 3,240.00**

**GRAND TOTAL \$ 61,740.00**

**B-18-06 Manicured Mowing Service Bid Submittals**

**BID SUBMITTAL # 4 / Yellow Stone Landscaping**

**Section A - Public Parks and Right of Way (ROW)**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 999.00	39	\$ 38,961.00
2	Morgan Park	1500 W. South St.	\$ 373.00	39	\$ 14,547.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 68.00	39	\$ 2,652.00
4	Marina Park	Behind Bowling Alley		26	\$ -
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 84.00	39	\$ 3,276.00
6	Hike and Bike Trail	Adoue St. to South St.	\$ 198.00	39	\$ 7,722.00
7	Right of Way	Gordon St. Bridge	\$ 33.00	39	\$ 1,287.00

**Section A Total \$ 68,445.00**

**Section B - Trust Properties**

Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
4	Marina Park	Behind Bowling Alley	\$ 133.00	24	\$ 3,192.00
8	Trust Property #1	3404 Hummingbird	\$ 56.00	24	\$ 1,344.00
9	Trust Property #2	1409 W. Talmadge	\$ 36.00	24	\$ 864.00

**Section B Total \$ 5,400.00**

**GRAND TOTAL \$ 73,845.00**



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider an award of Bid (B-18-10) Janitorial Services Provider Contract, to American Janitorial, for janitorial services of City owned buildings and park restrooms in an amount \$44,310.00 for the remaining FY2017-2018 and first year of service for FY2018-2019; and authorize the City Manager to sign.

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

**Summary:** Consider awarding a service contract from the results of public bid #B-18-10 to American Janitorial Services in the amount of \$44,310.00 to provide janitorial services for the remaining FY2018, beginning May 8, 2018 and ending September 30, 2018 and include the first year full year of service beginning October 1, 2018 and ending September 30, 2019 in an amount of \$106,344.00 for the following locations: City Hall, Public Services Facility, Public Services Facility #2 (Dyche Lane), Library, Senior Citizen Center, Museum, Train Depot, Police Department, Animal Adoption Center and National Oak Park Restrooms. Additional sites include: Portable Restroom Trailer, Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S. Owen Pool Restrooms, and Girl Scout House. These additional sites are scheduled and billed separately as requested by the City of Alvin.

Staff evaluated the bidding companies by calling references and recommended the top three for a panel interview comprised of department directors. American Janitorial was unanimously selected as the best value for the City. American Janitorial showcased great managerial oversight, effective and efficient response to customer complaints and extensive expertise in the janitorial industry.

Janitorial Services Contract Bid # B-18-10 opened on April 24, 2018 and advertised on April 8, 2018 and April 15, 2018.

M&R's Elite Janitorial Solutions, LLC was the lowest bidder, however they were not recommended for an interview as they did not provide any references nor attended the recommended facility walk thru held on April 18, 2018.

\*This current scope of work included Public Service Facility #2 (Dyche Lane) as well as routine tile floor polishing not previously listed in the agreement with Oriental Building Solutions which totaled \$90,780.48 annually.

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

**Funding Account:** Various accounts **Amount:** \$44,310.00 **1295 Form Required?** Yes X No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required X **Date Completed:** 4/26/2018 SLH

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**Supporting documents attached:**

- Janitorial Services Contract
- Bidder comparison spreadsheet

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**Recommendation:** Move to approve the award of Bid (B-18-10) Janitorial Services Provider Contract, to American Janitorial, for janitorial services of City owned buildings and park restrooms in an amount \$44,310.00 for the remaining FY2017-2018 and first year of service for FY2018-2019; and authorize the City Manager to sign.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**AGREEMENT FOR JANITORIAL SERVICES**

**THE STATE OF TEXAS           §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BRAZORIA       §**

THIS AGREEMENT FOR JANITORIAL SERVICES (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and \_\_\_\_\_ (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, on or about April 8, 2018, and April 15, 2018, the City advertised for bids for janitorial services for City owned buildings and park restrooms for the remaining months of the Fiscal Year 2017-2018 and Fiscal Year 2018-2019;

**WHEREAS**, the Contractor submitted the lowest bid or the bid that will provide the best value for the City;

**WHEREAS**, on or about May 3, 2018, the City Council awarded a Janitorial Services bid to the Contractor; and

**WHEREAS**, this Agreement defines the rights and obligations of the parties:

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

**I.**  
**SCOPE OF SERVICES**

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposal (the “RFP”), a copy of which is attached hereto as Exhibit “A” respectively, and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) this Janitorial Services Agreement;
- (2) the RFP;
- (3) the Bid.

Contractors are responsible for inspecting each City facility prior to submitting bids. The square footage measurements of each facility given are approximate.

## **II.** **COMPENSATION**

### **2.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term of the remaining months of Fiscal Year 2017-2018 the amount of \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_) Dollars for janitorial services.

In Fiscal Year 2018-2019, this Agreement is funded by the City Council, the annual amount of \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10<sup>th</sup>) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

### **2.02 – Allocated Funds.**

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of \$ \_\_\_\_\_, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2017-2018. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose

of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

### III.

#### TERM AND RENEWAL OPTION

This Agreement shall commence on May \_\_\_\_\_, 2018, and shall end on September 30, 2018, which is for the remaining months of Fiscal Year 2017-2018.

The first year of service is for Fiscal Year 2018-2019 and shall commence on **October 1, 2018** and shall end on **September 30, 2019**. However, upon mutual consent of the parties and approval of the governing body, this agreement may be extended for three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

### IV.

#### TERMINATION

#### **4.01 – With Cause.**

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10<sup>th</sup>) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

**4.02 – Without Cause.**

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

**V.  
INSURANCE**

**5.01 – Coverage and Amounts.**

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<b><u>COVERAGE</u></b>	<b><u>LIMITS OF LIABILITY</u></b>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage

Combined Single Limit \$1,000,000  
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

#### **5.02 – Delivery of Policies.**

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

## **VI.** **MISCELLANEOUS**

### **6.01 – Independent Contractor.**

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

### **6.02 – Subcontractors.**

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

### **6.03 – Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

### **6.04 – Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

### **6.05 – Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

**6.06 – Applicable Laws.**

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor’s services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

**6.07 – Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor’s services required hereunder.

**6.08 – Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director	_____
City of Alvin	_____
216 W. Sealy Street	[address]
Alvin, Texas 77511	_____
Phone No: (281) 388-4290	Phone No: _____

**6.09 – Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

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#### **6.11 – Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

#### **6.12 – Remedies.**

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

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In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

#### **6.14 – Survival.**

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**6.15 – Entire Agreement.**

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**

**CITY:  
CITY OF ALVIN, TEXAS**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Sereniah Breland  
City Manager**

**ATTEST/SEAL**

**ATTEST/SEAL**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Dixie Roberts  
City Secretary**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Suzanne L. Hanneman  
City Attorney**

M & R's Elite Janitorial Solutions, LLC		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,072.65	\$ 12,871.80
Public Services	\$ 640.79	\$ 7,689.48
Library	\$ 1,596.61	\$ 19,159.32
Senior Citizen Facility	\$ 984.00	\$ 11,808.00
Museum	\$ 336.75	\$ 4,041.00
Convention & Visitor's Bureau	\$ 193.02	\$ 2,316.24
National Oak Park Restrooms	\$ 425.00	\$ 5,100.00
Girl Scout House	\$ 315.00	\$ 3,780.00
Police Department	\$ 1,581.80	\$ 18,981.60
Animal Adoption Center	\$ 624.50	\$ 7,494.00
PSF #2	\$ 311.15	\$ 3,733.80
<b>Totals</b>	<b>\$ 8,081.27</b>	<b>\$ 96,975.24</b>

M & R's Elite Janitorial Solutions, LLC		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$39.63
Lion's Park Restrooms	Per Request	\$39.63
Pearson Park Restrooms	Per Request	\$39.63
Morgan Park Restrooms	Per Request	\$39.63
Bob S. Owen Pool Restrooms	Per Request	\$39.63
Portable Restroom	Per Request	\$91.25
Portable Restroom	8 hour attendant - Per Request	\$85.00

American Janitorial Services		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,150.00	\$ 13,800.00
Public Services	\$ 1,020.00	\$ 12,240.00
Library	\$ 1,354.00	\$ 16,248.00
Senior Citizen Facility	\$ 851.00	\$ 10,212.00
Museum	\$ 624.00	\$ 7,488.00
Convention & Visitor's Bureau	\$ 155.00	\$ 1,860.00
National Oak Park Restrooms	\$ 775.00	\$ 9,300.00
Girl Scout House	\$ 175.00	\$ 2,100.00
Police Department	\$ 1,658.00	\$ 19,896.00
Animal Adoption Center	\$ 750.00	\$ 9,000.00
PSF #2	\$ 350.00	\$ 4,200.00
<b>Totals</b>	<b>\$ 8,862.00</b>	<b>\$ 106,344.00</b>

American Janitorial Services		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$75.00
Lion's Park Restrooms	Per Request	\$85.00
Pearson Park Restrooms	Per Request	\$75.00
Morgan Park Restrooms	Per Request	\$75.00
Bob S. Owen Pool Restrooms	Per Request	\$75.00
Portable Restroom	Per Request	\$135.00
Portable Restroom	8 hour attendant - Per Request	\$135.00

Ambassador		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 2,048.78	\$ 24,585.36
Public Services	\$ 1,104.00	\$ 13,248.00
Library	\$ 2,286.00	\$ 27,432.00
Senior Citizen Facility	\$ 1,259.00	\$ 15,108.00
Museum	\$ 944.00	\$ 11,328.00
Convention & Visitor's Bureau	\$ 186.00	\$ 2,232.00
National Oak Park Restrooms	\$ 286.75	\$ 3,441.00
Girl Scout House	\$ 252.00	\$ 3,024.00
Police Department	\$ 2,770.00	\$ 33,240.00
Animal Adoption Center	\$ 629.50	\$ 7,554.00
PSF #2	\$ 441.00	\$ 5,292.00
<b>Totals</b>	<b>\$ 12,207.03</b>	<b>\$ 146,484.36</b>

Ambassador		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$132.00
Lion's Park Restrooms	Per Request	\$132.00
Pearson Park Restrooms	Per Request	\$132.00
Morgan Park Restrooms	Per Request	\$132.00
Bob S. Owen Pool Restrooms	Per Request	\$132.00
Portable Restroom	Per Request	\$276.00
Portable Restroom	8 hour attendant - Per Request	\$144.00

Member's Building Maintenance, LLC.		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,486.00	\$ 17,832.00
Public Services	\$ 716.00	\$ 8,592.00
Library	\$ 1,944.00	\$ 23,328.00
Senior Citizen Facility	\$ 1,109.00	\$ 13,308.00
Museum	\$ 293.00	\$ 3,516.00
Convention & Visitor's Bureau	\$ 96.00	\$ 1,152.00
National Oak Park Restrooms	\$ 2,280.00	\$ 27,360.00
Girl Scout House	\$ 755.00	\$ 9,060.00
Police Department	\$ 2,010.00	\$ 24,120.00
Animal Adoption Center	\$ 456.00	\$ 5,472.00
PSF #2	\$ 1,481.00	\$ 17,772.00
<b>Totals</b>	<b>\$ 12,626.00</b>	<b>\$ 151,512.00</b>

Member's Building Maintenance, LLC.		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$231.00
Lion's Park Restrooms	Per Request	\$231.00
Pearson Park Restrooms	Per Request	\$231.00
Morgan Park Restrooms	Per Request	\$231.00
Bob S. Owen Pool Restrooms	Per Request	\$231.00
Portable Restroom	Per Request	\$231.00
Portable Restroom	8 hour attendant - Per Request	\$100.50

iClean		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,473.60	\$ 17,683.20
Public Services	\$ 912.44	\$ 10,949.28
Library	\$ 2,342.00	\$ 28,104.00
Senior Citizen Facility	\$ 1,336.00	\$ 16,032.00
Museum	\$ 335.00	\$ 4,020.00
Convention & Visitor's Bureau	\$ 285.00	\$ 3,420.00
National Oak Park Restrooms	\$ 1,279.82	\$ 15,357.84
Girl Scout House	\$ 445.00	\$ 5,340.00
Police Department	\$ 1,965.00	\$ 23,580.00
Animal Adoption Center	\$ 877.80	\$ 10,533.60
PSF #2	\$ 1,686.47	\$ 20,237.64
<b>Totals</b>	<b>\$ 12,938.13</b>	<b>\$ 155,257.56</b>

iCLEAN		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$85.00
Lion's Park Restrooms	Per Request	\$85.00
Pearson Park Restrooms	Per Request	\$85.00
Morgan Park Restrooms	Per Request	\$85.00
Bob S. Owen Pool Restrooms	Per Request	\$85.00
Portable Restroom	Per Request	\$150.00
Portable Restroom	8 hour attendant - Per Request	\$120.00

HTH		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,596.98	\$ 19,163.76
Public Services	\$ 991.78	\$ 11,901.36
Library	\$ 2,668.78	\$ 32,025.36
Senior Citizen Facility	\$ 1,500.00	\$ 18,000.00
Museum	\$ 330.00	\$ 3,960.00
Convention & Visitor's Bureau	\$ 220.00	\$ 2,640.00
National Oak Park Restrooms	\$ 1,708.80	\$ 20,505.60
Girl Scout House	\$ 350.00	\$ 4,200.00
Police Department	\$ 2,161.14	\$ 25,933.68
Animal Adoption Center	\$ 762.80	\$ 9,153.60
PSF #2	\$ 1,861.47	\$ 22,337.64
<b>Totals</b>	<b>\$ 14,151.75</b>	<b>\$ 169,821.00</b>

HTH		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$55.00
Lion's Park Restrooms	Per Request	\$55.00
Pearson Park Restrooms	Per Request	\$55.00
Morgan Park Restrooms	Per Request	\$55.00
Bob S. Owen Pool Restrooms	Per Request	\$55.00
Portable Restroom	Per Request	\$176.00
Portable Restroom	8 hour attendant - Per Request	\$17.00

Butler's Professional Janitorial Services		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,800.00	\$ 21,600.00
Public Services	\$ 1,000.00	\$ 12,000.00
Library	\$ 2,600.00	\$ 31,200.00
Senior Citizen Facility	\$ 1,555.00	\$ 18,660.00
Museum	\$ 180.00	\$ 2,160.00
Convention & Visitor's Bureau	\$ 157.00	\$ 1,884.00
National Oak Park Restrooms	\$ 560.00	\$ 6,720.00
Girl Scout House	\$ 580.00	\$ 6,960.00
Police Department	\$ 3,800.00	\$ 45,600.00
Animal Adoption Center	\$ 3,280.00	\$ 39,360.00
PSF #2	\$ 120.00	\$ 1,440.00
<b>Totals</b>	<b>\$ 15,632.00</b>	<b>\$ 187,584.00</b>

Butler's Professional Janitorial Services		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$85.00
Lion's Park Restrooms	Per Request	\$85.00
Pearson Park Restrooms	Per Request	\$85.00
Morgan Park Restrooms	Per Request	\$85.00
Bob S. Owen Pool Restrooms	Per Request	\$85.00
Portable Restroom	Per Request	\$80.00
Portable Restroom	8 hour attendant - Per Request	\$250.00

Kleen-Tech		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 2,954.00	\$ 35,448.00
Public Services	\$ 1,685.00	\$ 20,220.00
Library	\$ 2,260.00	\$ 27,120.00
Senior Citizen Facility	\$ 1,776.00	\$ 21,312.00
Museum	\$ 783.00	\$ 9,396.00
Convention & Visitor's Bureau	\$ 174.00	\$ 2,088.00
National Oak Park Restrooms	\$ 583.00	\$ 6,996.00
Girl Scout House	\$ 2,707.00	\$ 32,484.00
Police Department	\$ 2,593.00	\$ 31,116.00
Animal Adoption Center	\$ 828.00	\$ 9,936.00
PSF #2	\$ 1,839.00	\$ 22,068.00
<b>Totals</b>	<b>\$ 18,182.00</b>	<b>\$ 218,184.00</b>

Kleen-Tech		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$77.00
Lion's Park Restrooms	Per Request	\$77.00
Pearson Park Restrooms	Per Request	\$119.00
Morgan Park Restrooms	Per Request	\$77.00
Bob S. Owen Pool Restrooms	Per Request	\$77.00
Portable Restroom	Per Request	\$91.00
Portable Restroom	8 hour attendant - Per Request	\$163.00

Metroclean		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 2,748.04	\$ 32,976.48
Public Services	\$ 1,643.08	\$ 19,716.96
Library	\$ 3,798.72	\$ 45,584.64
Senior Citizen Facility	\$ 2,411.72	\$ 28,940.64
Museum	\$ 893.42	\$ 10,721.04
Convention & Visitor's Bureau	\$ 478.39	\$ 5,740.68
National Oak Park Restrooms	\$ 2,652.33	\$ 31,827.96
Girl Scout House	\$ 1,190.49	\$ 14,285.88
Police Department	\$ 3,877.11	\$ 46,525.32
Animal Adoption Center	\$ 1,538.11	\$ 18,457.32
PSF #2	\$ 816.51	\$ 9,798.12
<b>Totals</b>	<b>\$ 22,047.92</b>	<b>\$ 264,575.04</b>

Metroclean		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$194.00
Lion's Park Restrooms	Per Request	\$194.00
Pearson Park Restrooms	Per Request	\$194.00
Morgan Park Restrooms	Per Request	\$194.00
Bob S. Owen Pool Restrooms	Per Request	\$194.00
Portable Restroom	Per Request	\$194.00
Portable Restroom	8 hour attendant - Per Request	\$144.00



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Sananikone Place (located west of the Adoue and Second Street intersection), being a subdivision of 0.6568 acres in the H. T. & B. R. R., Survey, A-449, also being a portion of track 2, block J in the City of Alvin, Brazoria County, Texas.

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

**Summary:** On March 29, 2018 the Engineering Department received the final plat of Sananikone Place for review. The property is located to the west of the Adoue and Second Street intersection and is being platted for conveyance. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on April 17, 2018.

Staff recommends approval. Click **HERE** to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 4/26/2018 SLH

## Supporting documents attached:

- Final Plat of Sananikone Place

**Recommendation:** Move to approve the final plat of Sananikone Place (located west of the Adoue and Second Street intersection), being a subdivision of 0.6568 acres in the H. T. & B. R. R., Survey, A-449, also being a portion of track 2, block J in the City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Mustang Crossing Detention (located at the northwest corner of FM 1462 and Johnson Street), being a PUD subdivision containing 14.35 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

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

**Summary:** On March 29, 2018, the Engineering Department received the final plat of Mustang Crossing Detention for review. The property is located at the northwest corner of the intersection of FM 1462 and Johnson Street. This plat contains two reserves and is being platted for the construction of a detention pond to serve Mustang Crossing Sections 5, 6, and 7. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on April 17, 2018.

Staff recommends approval. Click [HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 4/26/2018 SLH

## Supporting documents attached:

- Final Plat of Mustang Crossing Detention.

**Recommendation:** Move to approve the final plat of Mustang Crossing Detention (located at the northwest corner of FM 1462 and Johnson Street), being a PUD subdivision containing 14.35 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, 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



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Mustang Crossing Section 5 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a PUD subdivision containing 18.26 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

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

**Summary:** On March 29, 2018, the Engineering Department received the final plat of Mustang Crossing Section 5 for review. The property is located at the northwest corner of the intersection of FM 1462 and Mustang Crossing Boulevard. This section consists of seventy-nine (79) single-family lots, two (2) reserves, and three (3) blocks. The Mustang Crossing Subdivision currently consists of three previously platted sections containing 204 single-family residential lots of which approximately 196 have homes on them. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on April 17, 2018.

Staff recommends approval. Click [HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 4/26/2018 SLH

**Supporting documents attached:**

- Final Plat of Mustang Crossing Section 5

**Recommendation:** Move to approve the final plat of Mustang Crossing Section 5 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a PUD subdivision containing 18.26 acres of land located in the Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Oasis Laydown Yard (located along the north side of W. Highway 6, just east of CR 99), being a subdivision of 16.2056 acres of land in the H.T.& B. R.R. Co. Survey, Abstract 230, Brazoria County, Texas.

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

**Summary:** On March 29, 2018, the Engineering Department received the final plat of Oasis Laydown Yard for review. The property is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) along the north side of W. Highway 6 and east of County Road 99. The property is being platted to consolidate parcels for CenterPoint Energy's future equipment laydown yard. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on April 17, 2018.

Staff recommends approval. Click [HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 4/26/2018 SLH

## Supporting documents attached:

- Final Plat of Oasis Laydown Yard

**Recommendation:** Move to approve the final plat of Oasis Laydown Yard (located along the north side of W. Highway 6, just east of CR 99), being a subdivision of 16.2056 acres of land in the H.T.& B. R.R. Co. Survey, Abstract 230, 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



# AGENDA COMMENTARY

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**Meeting Date:** 5/3/2018

**Department:** City Manager

**Contact:** Junru Roland, Assistant City Manager

**Agenda Item:** Consider a Construction Management & Inspection Services Agreement with AGCM, Inc. in an amount not to exceed \$280,875 for project management services for the design and construction of the new Fire/EMS Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign upon legal review.

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

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## Summary:

Large design/construction projects, such as the construction of the new Fire/EMS station, call for a knowledgeable and experienced “overseer” -- one that has the time and ability to facilitate every aspect of the design and construction process. Currently, the city does not have the staffing level to coordinate the overall planning and control of the new Fire Station from inception to completion. As a result, a Request for Proposal (RFP) for Construction Management & Inspection Services was advertised on Sunday, April 8, 2018 and Sunday April 15, 2018. Staff also emailed RFPs directly to ten project management firms, as well as advertised on the City’s webpage. The City received one RFP from AGCM, Inc. Staff has selected AGCM, Inc. to submit a proposal for the design and construction management services for the new Fire/EMS Station.

The submittal was evaluated by an evaluation team consisting of City Staff Representatives. The criteria used to evaluate the RFP responses included the following:

- Years of relevant experience of firm
- Qualifications and relevant experience of similar fire/ems station projects
- Demonstrated ability to respond quickly based on references
- Cost effectiveness

If selected, AGCM, Inc. will work with the design committee of employees, volunteers and a community member, the architects, and construction contractors to perform the following tasks, but not limited to:

### Programming /Pre-Construction Phase

Meeting with City to obtain a clear understanding of goals and expectations

Meeting with Architect and City to determine major design parameters/standards

Assisting the City in determining appropriate delivery method

Initiating a series of design review meetings

### Construction Phase

Be the ears, eyes, and “boots on the ground” construction manager for the City

Conduct pre-construction meetings

Perform job-site visits to monitor quality, oversee testing/inspections, monitor adherence to safety plans

Providing reports on key issues covering all aspects of the project to keep the City informed

Reviewing and evaluating the appropriateness of all proposed change orders

Close-out and Warranty Phase

Coordinating final walk through  
Ensuring Owner's receipt of all documentation  
Facilitating start and completion of all punch lists  
Approving final contractors' payments

Should City Council agree to approve Construction Management & Inspection Services Agreement with AGCM, Inc, the agreement would remain in full force and effect through June 30, 2020 -- the anticipated grand opening/project closeout phase of the new Fire/EMS station. If need be, the Construction Management & Inspection Services Agreement may be extended past June 30, 2020; subject to mutual approval by the City and AGCM.

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

**Funding Account:** 311-3502-00-4100 **Amount:** \$280,875 **1295 Form Required?** Yes Xx No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required X **Date Completed:** 4/26/2018 SLH

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**Supporting documents attached:**

- Construction Management & Inspection Services Contract
  - Exhibit A (Scope of Services)
  - Exhibit B (Fee)
  - Exhibit C (Fee manhours)
- 

**Recommendation:** Move to approve a Construction Management & Inspection Services Agreement with AGCM, Inc. in an amount not to exceed \$280,875 for project management services for the design and construction of the new Fire/EMS Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign upon legal review.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**Alvin Project Management Services  
Alvin, Texas**

**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES CONTRACT**

**BETWEEN THE CITY OF ALVIN**

**AND**

**AG|CM, INC.**

This Agreement is made by and between the City of Alvin, hereinafter referred to by name, or as the “Owner”, and **AG|CM, Inc.**, a Texas corporation, hereinafter referred to by name, or as the “Construction Manager”, collectively referred to as the “Parties.” The Project is defined as follows:

- **New Fire & EMS Facility**

In consideration of the mutual promises set forth below, the Parties agree as follows:

**1. RECITALS**

The Construction Manager shall be the Owner’s representative in providing the services described in this Agreement. The Construction Manager and the Owner shall perform all duties as stated in this Agreement.

In respect to such work or services, the Parties agree as follows:

**2. TERM OF AGREEMENT**

This Agreement shall be effective upon execution of this document by the Parties and ends upon final payment to the Construction Manager. This Agreement may be extended for additional time periods subject to mutual approval by both Parties. This Agreement shall remain in full force and effect during the above referenced time period unless properly terminated by either party, as provided by this Agreement. It is anticipated that the term of this Agreement will end on June 30, 2020.

**3. MAJOR RESPONSIBILITIES AND DUTIES**

**3.1. Work Schedule:**

The Construction Manager shall provide personnel to assist in the oversight of the design and construction process. The Construction Manager will act as an extension of the Owner’s staff to facilitate and assist in the management of various aspects of the Project. The Construction Manager will report directly to and work under the direction of the Owner’s Designated Representative (ODR), to be identified to Construction Manager in writing by Owner. The Construction Manager will dedicate personnel as per the proposal attached herein.

### **3.2. Scope of Work:**

The Construction Manager shall assist the Owner in the project management for the City of Alvin New Fire & EMS Facility as identified in the RFQ, from and after the date of this Agreement.

The Construction Manager's primary responsibilities will be to assist the Owner in managing the Programming, Pre-Construction, Design, Construction and Close Out phases of the Project, as set forth in the Services Required, attached hereto and made a part hereof for all purposes as **Exhibit A**.

The Construction Manager will not be responsible for, nor does the Construction Manager control, the means, methods, techniques, sequences and procedures of construction for the Project. It is understood that the Construction Manager's action in providing quality review under this Agreement is a service of the Construction Manager for the sole benefit of the Owner and, by performing as provided herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction for this Project or its compliance with the Contract Documents. No action taken by the Construction Manager shall relieve the Architect or General Contractor for the Project from its obligation to perform the work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, codes, rules and regulations.

Construction Manager will implement a team oriented project delivery to coordinate all participants in the project process.

The Construction Manager will perform general on-site, periodic observations of work as deemed necessary by the Construction Manager, and as allowed within the confines of the fee based hourly allowance. The Construction Manager shall endeavor to ensure substantial conformity of the construction with plans and specifications.

Construction Manager will endeavor to assure that all Operation and Maintenance ("O&M") manuals, as-built drawings, warranties and appropriate certifications have been received, assembled by Project, and delivered to the Owner, while remaining under contract with the City of Alvin.

The Construction Manager shall report to the Owner in writing any decisions it is aware of concerning disputes between any interested party and the Owner relating to the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the furnishing and performing of the work.

The Owner will provide the Construction Manager access to all City of Alvin Facilities/Land where construction activities are to take place.

### **3.3. Facilities:**

The City of Alvin will provide Construction Manager with full access to existing construction related contracts and documents.

The Construction Manager is responsible for the following:

- Personal computer(s).
- Software to perform services being requested.
- Transportation.
- Any necessary office supplies.
- Any other materials or equipment required to fulfill the terms of this Agreement.

#### **4. EMPLOYER IDENTIFICATION NUMBER**

- Social Security Number or  
(EIN) Employer Identification Number 74-2775067.

#### **5. PAYMENT FOR SERVICES**

The Owner will compensate the Construction Manager on the basis of fixed billable rates set out in **Exhibit B**. These billable hourly rates are inclusive of all profit (fee), general administrative overhead costs, and personnel expense for each employee. Personnel expense includes the base hourly wage, payroll taxes, employee benefits and Workers' Compensation insurance. A schedule of hours is attached as **Exhibit C**. Based on this schedule; the Contractor Managers fee is not anticipated to exceed TWO HUNDRED EIGHTY THOUSAND EIGHT HUNDRED AND SEVENTY FIVE dollars (\$280,875.00)

Construction Manager will monitor Maximum Project Fee and will notify Owner should forecasting indicate that additional hours may be needed. Anticipated Maximum Project Fee will not be exceeded without written authorization from Owner.

The Construction Manager will bill the Owner monthly for the actual number of hours of services provided by the Construction Manager, times the hourly rates set out in Exhibit B. The Owner shall pay Construction Manager no later than thirty (30) days after the date of receipt of the invoice from Construction Manager. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code Chapter 2251

#### **6. INDEPENDENT CONTRACTOR RELATIONSHIP**

In the performance of the services hereby contemplated, the Construction Manager is an independent contractor, and neither the Construction Manager nor the principals, partners, employees or subcontractors of the Construction Manager shall be deemed employees of the Owner. Nothing herein shall be construed to create a partnership, joint venture or employment arrangement between the Owner and Construction Manager.

#### **7. TERMINATION**

Either party may terminate this Agreement should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party by giving the other party a minimum of ten (10) days written notice of such termination. Notice of termination of this Agreement before the end of its term shall not relieve either party of its obligation to perform under the Agreement, or respective liabilities under the Agreement, until termination occurs.

The Owner may terminate this Agreement for its convenience with a minimum of ten (10) days written notice of termination. In the event of termination of this Agreement, Construction Manager shall only be paid for work performed through the date of termination.

## **8. DISPUTE RESOLUTION**

In the event that the Owner or the Construction Manager shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may invoke the dispute resolution process. Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. In the event the Owner and the Construction Manager are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

## **9. PROPRIETARY INFORMATION**

It is understood between the Parties hereto that during the term of this Agreement, Construction Manager may be dealing with confidential information and processes which are the property of Owner used in the course of its business. Construction Manager agrees that Construction Manager will not disclose, directly or indirectly, any such matters, or use them other than in the course of work under this Agreement unless withholding such information would violate the law or create the risk of significant harm to the public.

## **10. ASSIGNMENT**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Construction Manager or Owner without prior written consent of the other. In the event of an assignment by the Construction Manager to which the Owner has consented, the assignee or its legal representative shall agree in writing with the Owner to personally assume, perform and be bound by the covenants, obligations, and agreements contained herein. In the event the Construction Manager assigns sublets, subcontracts, or assigns without written consent by the Owner, this Agreement may be terminated at the option of the Owner, and all financial obligations shall cease as well

## **11. SUCCESSORS AND ASSIGNS**

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective Parties.

## **12. GOVERNING LAW AND VENUE**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas. Any legal action brought in state court shall have venue in Travis County, Texas.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter that is not contained herein shall be valid or binding.

## **14. AMENDMENT**

This Agreement may be amended only by the mutual agreement of the Parties hereto in writing and incorporated into this Agreement. The duly appointed representative of each party must sign any such amendment.

## **15. INDEMNIFICATION**

To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, its employees, officers, directors and partners from and against damages arising from third party claims for bodily injury or property damage and reasonable attorneys' fees incurred by the Owner but only to the extent solely caused by the negligent act, error or omission of the Construction Manager, or the Construction Manager's consultants, in performance of services under this Agreement.

## **16. NOTICES**

All written notices provided to the Parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notices shall be considered duly and properly given when delivered in person or actually deposited by either party via U.S. mail or any other delivery service Construction Manager.

## **17. APPROPRIATIONS**

Notwithstanding any provision contained herein, the financial obligations of the Owner contained herein are subject to and contingent upon appropriations by the Owner's Executive Committee of such funds or

other revenues being available, received and appropriated by the Owner in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Owner.

**18. GOVERNMENTAL IMMUNITY**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the Owner or its officers and employees. Neither the Owner, nor its officers and employees waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**19. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. NO WAIVER OF ANY CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**21. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**22. NO THIRD PARTY BENEFICIARY**

This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

**23. HEADINGS**

The description headings used in this Agreement are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

**WHEREAS**, the Parties hereto agree to the terms of this Agreement as set forth above, the duly designated representatives of the **CITY OF ALVIN** and **AG|CM, Inc.**, hereby execute this Agreement. The Parties

hereto acknowledge that they have read this Agreement, understand its contents, and agree to be legally bound by the terms and conditions of this Agreement.

Executed and Dated as of the \_\_\_\_\_ day of May, 2018.

CONSTRUCTION MANAGER: **AG|CM**  
PO Box 2682  
Corpus Christi, TX 78403  
(361) 882-0469

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Scott Meares  
President

OWNER: **City of Alvin**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sereniah Breland  
City Manager

## **EXHIBIT A**

### **Services Required:**

Project Management Services shall consist of providing Project Management support personnel to work under the direct supervision of City of Alvin staff to provide pre-construction and construction support for the Project. The Construction Manager will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. Activities for which Construction Manager support personnel will be required include any or all of the following:

#### **Pre-construction Phase**

- One Day/Week\* will be dedicated to the City of Alvin, during which time the following tasks will be carried out as time allows:
  - Monitor and assist with communications between the Owner and Design-Build Team.
  - Assist with establishing a program schedule.
  - Monitor all party's efforts for conformance to schedule and budget.
  - Notify Owner of Design and Budget concerns throughout design process.
  - Assist in development of value engineering options as requested.
  - Attend meetings on site 1 day/week.

#### **Construction Phase**

- One Day/Week\* will be dedicated to the City of Alvin, during which time the following tasks will be carried out as time allows:
  - Monitor and assist with communications between the Owner and Design-Build Team.
  - Monitor overall budget and schedule and advise the Owner of any trends that affect the timely procedures and cost effective completion of the Project.
  - Maintain basic knowledge of the plans and specifications.
  - Periodically monitor major assemblies placed in the construction for general compliance to the contract documents.
  - Monitor construction logistics between the General Contractor and the Owner.
  - Attend, arrange and conduct a variety of meetings, as requested 1 day/week.
  - Review and analyze proposed change orders and make recommendations to Owner.
  - Assess and evaluate pricing on change orders as requested by the Owner.
  - Generate periodic site visit reports describing general events, noting problems and unusual events.
  - Monitor preparation of the punch-list and manage punch-list process.
  - Monitor close-out procedures, including transfer of complete Project record drawings to the Owner.

\*NOTE: All Onsite activities will be limited to one day/week, the same day each week. (i.e. Each Thursday)

## **EXHIBIT “A”**

CITY OF ALVIN – AG|CM SOW - Scope of Services to support City of Alvin:

### **PROGRAMMING/PRE-CONSTRUCTION PHASE**

- Meet with the City of Alvin (City) to obtain a clear understanding of goals and expectations.
- Meet with Architect and City to determine major design parameters/standards, identify specific concerns, and agree upon the extent of controls required to support design parameters and construction.
- Quality Control Program: Work with municipality and architect to develop a detailed project specific quality control program that provides for the achievement of the highest quality building possible.
- Prepare a Master Project Schedule and plan partnering sessions with Project Team (A/E, City, etc.)
- Assist Owner in determining appropriate delivery method.
- Designated A/E begins design. AG|CM will provide detailed Cost Estimates at the different design milestones, (as requested at additional fee) and will identify any potential cost savings opportunities.
- Initiate a series of design review meetings, using a standard format; review potential cost control and constructability issues and scheduling considerations; receive comments and input from all members.
- Upon final Construction Document acceptance, assist Owner with solicitation/evaluation of bids.
- Ensure project objectives and City requirements are met throughout design process.

### **CONSTRUCTION PHASE**

- Be the Ears, Eyes and “Boots on the ground” construction manager for the City of Alvin
- Conduct pre-construction. Schedule and conduct bi-weekly construction and progress meetings to discuss such matters as procedures, progress, problems, and scheduling. Prepare and promptly distribute minutes.
- Perform job-site visits to monitor quality, oversee testing/inspections, monitor adherence to safety plans, and ensure contractor is adhering to all contract drawings, terms and conditions. Daily logs will be kept.
- Maintain all project documentation and keep time-stamped photo/video record of project progress.
- Monitor progress of construction against the Master Project Schedule, forecast potential issues and facilitate conflict resolution to align project to schedule.
- Review all RFIs, ASIs, submittals, monthly pay estimates, and daily reports.
- Review and evaluate the appropriateness of all proposed change orders; advise the City as to their effect on the contract time and cost; perform independent estimates of proposed change order work when necessary or when directed by the City. Negotiate change orders and recommend approval or denial by the City.
- Work closely with City inspector on all testing, site changes, and redlines.
- Provide interim reports on key issues covering all aspects of the project to keep the City informed.

## **EXHIBIT "A"**

- Monthly reports will be prepared in conjunction with normal billing cycles and reviewed by the Project Team.
- Briefing and presentations to the City will be conducted when requested.

### **CLOSE-OUT AND WARRANTY PHASE**

- Close-out procedure is initiated well in advance of project completion following a detailed plan of action.
- Close-out procedures include coordinating final walk through, ensuring Owner's receipt of all documentation, facilitating start of and completion of all punch lists, and approving final contractors' payments.
  - Monitor the Contractor's, the subcontractors', and Architect's progress to finalize all project records, complete and correct as-builts, and other documentation required by the City staff.
  - The CM will schedule and conduct the prescribed Warranty Inspections when due.
  - Oversee the complete performance of all punch list items and final clean-up before contractor moves off site.
  - Obtain from contractor all record (as built) drawings; O & M materials, attic stock, contract required documents, lien releases, and written warranties. Review and circulate to City for final acceptance.
  - Coordinate final testing, documentation and regulatory inspections.
  - Advise on substantial and final completion and any liquidated damages.
  - Advise on final payment.
  - Provide City with complete project documentation for permanent records/storage.
  - Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.

EXHIBIT "B"

**FEE SCHEDULE**

SCENARIO #1 CSP (COMPETITIVE SEALED PROPOSAL)

<b>Staff Proposed</b>	<b>Hourly Rates* (2018 - 2020)</b>	<b>Total Hours</b>	<b>Total Fee</b>
Project Executive - Marty Schmitt, CCM	\$150	90	\$13,500
Sr. Construction Manager - Alex Zetusky	\$125	2,070	\$258,750
Project Estimator - Lorenzo Martinez, CPE	\$115	75	\$8,625
<b>PROJECT TOTAL</b>		<b>2,235</b>	<b>\$280,875</b>

\*Hourly rates above INCLUDE all incidental costs such as vehicle, computer equipment, cell phones, insurances, travel mileage, meals, reprographics, etc.

SCENARIO #2 CMAR (CONSTRUCTION MANAGER AT RISK)





# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Resolution 18-R-17, authorizing the payment of the fourteen (\$0.14) cents per capita to the Gulf Coast Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

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

**Summary:** The City of Alvin has been a member of the Gulf Coast Coalition of Cities (“GCCC”) since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities. When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership. With the current population of 26,164, the City of Alvin’s shared cost will be \$3,662.96.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Resolution 18-R-17

**Recommendation:** Move to approve Resolution 18-R-17, authorizing the payment of the fourteen (\$0.14) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION NO. 18-R-17**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; AND AUTHORIZING THE PAYMENT OF FOURTEEN (\$0.14) CENTS PER CAPITA TO THE COALITION TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ELECTRIC AND GAS UTILITY SERVICE AND OTHER MATTERS THERETO.**

**WHEREAS**, the City of Alvin is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and has exclusive original jurisdiction over the rates and services of electric and natural gas utility service within the municipal boundaries of the City; and

**WHEREAS**, the Gulf Coast Coalition of Cities (“GCCC”) has historically intervened in electric and gas utility rate proceedings and related rulemakings to protect the interests of municipalities and customers residing within municipal boundaries; and

**WHEREAS**, GCCC is participating in Public Utility Commission and Railroad Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

**WHEREAS**, the City is a member of GCCC; and

**WHEREAS**, in order for GCCC to continue its participation in these activities that affect the provision of electric and gas utility service and the rates to be charged, it must assess its members for such costs.

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

**Section 1.** That the City is authorized to continue its membership with GCCC to protect the interests of the City of Alvin and protect the interests of utility customers residing and conducting business within the City limits.

**Section 2.** The City is further authorized to pay its assessment to GCCC of fourteen cents (\$0.14) per capita that being \$3,662.96, based on the population figures for the City shown in the latest TML Directory of City Officials, currently 26,164.

**Section 3.** A copy of this Resolution shall be sent to Thomas Brocato, General Counsel for the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle and Townsend, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**Section 4.** The assessment payment check made payable to “Gulf Coast Coalition of Cities” shall be sent to the treasurer for the coalition, Bobby Gervais, Manvel City Hall, Legal Department, P.O. Box 187, Manvel, Texas 77578.

**Section 5. Open Meeting Act.** 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 Meeting Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_  
2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne L. Hanneman  
City Attorney

# **THE GULF COAST COALITION OF CITIES**

- **What is the Gulf Coast Coalition of Cities (GCCC)?**

The GCCC is a coalition of political subdivisions in the Greater Houston area that represents the interests of its members on gas and electric utility matters before the Public Utility Commission, the Railroad Commission, the Electric Reliability Council of Texas and the courts.

- **Who are the members of the GCCC?**

Currently, there are 37 members of GCCC. These include the cities of Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Iowa Colony, Jersey Village, Kemah, Lake Jackson, La Marque, Manvel, Missouri City, Mont Belvieu, Morgan's Point, Nassau Bay, Oyster Creek, Piney Point Village, Rosenberg, Santa Fe, Seabrook, Sealy, South Houston, Simonton, Spring Valley Village, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster and Weston Lakes.

- **What utilities serve the members of GCCC?**

Members of the GCCC are served by Texas New Mexico Power Company ("TNMP"), Texas Gas Service Company ("TGS"), CenterPoint Energy Gas and CenterPoint Energy Electric. Some members are dually certificated and receive power from both electric utilities.

- **In what cases has the GCCC participated?**

The GCCC has been an active intervenor in all of the major electric ratemaking proceedings involving TNMP, TGS and CenterPoint for almost 20 years. These include the unbundled cost of service cases,

final fuel reconciliation proceedings, gas and electric rate cases, energy efficiency costs cases, Hurricane Ike cost case as well as the stranded cost cases. GCCC has been active before the Railroad Commission and PUC and in various appeals in the courts of agency decisions.

- **Why was the GCCC created?**

GCCC was created in response to concerns about the price of gas and electricity paid by its member cities as well the citizens living within the boundaries of its members. The GCCC was formed because cities wanted to have a separate seat at the table in order to ensure that their interests were not being overlooked.

- **What costs are there to individual cities for participating in the GCCC?**

Under the law municipalities are entitled to reimbursement for their reasonable rate case expenses associated with participation in ratemaking proceedings before the Railroad Commission, PUC and the courts. As such, there is no budgetary impact to cities for participating in GCCC in ratemaking proceedings. Beginning in 2012, the Coalition voted to become a 501(c) organization and established an assessment to fund participation in other projects and rulemakings that are not ratemaking matters but are sufficiently important to GCCC's members.

- **How do cities benefit by becoming members of the GCCC?**

By joining together, the members of the GCCC have been able to present a strong voice to the Railroad Commission, PUC and courts. This has served to reduce the prices that member cities and their residents pay for gas and electricity. Moreover, by participating in the GCCC, its members are taking an active role in promoting economic development through reasonable gas and electric rates. Participation in GCCC demonstrates the concern of its members about the reliability, quality of service and prices their citizens pay for gas and power.



# AGENDA COMMENTARY

**Meeting Date:** 5/3/2018

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Resolution 18-R-18, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

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

**Summary:** The City, along with approximately 38 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 4, 2018, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Texas Administrative Code § 25.243 to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company is proposing an adjustment to reflect changes in the federal income tax rate resulting from the Tax Cuts and Jobs Act of 2017. As a result of that adjustment, the Company is proposing a Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018. The resulting Total DCRF Revenue Requirement sought by the Company constitutes a \$7 million decrease to the currently approved total distribution revenue requirement that is scheduled to go into effect on September 1, 2018.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

**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:** \_\_\_\_\_

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**Supporting documents attached:**

- Resolution 18-R-18

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**Recommendation:** Move to approve Resolution 18-R-18, denying CenterPoint's Application for Approval to Amend its Distribution Cost Recovery Factor (DCRF) to increase distribution rates within the City.

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Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION NO. 18-R-18**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Alvin, Texas ("City"), is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

**WHEREAS**, on or about April 4, 2018, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), pursuant to Title 16 of the Texas Administrative Code §25.243, seeking total DCRF revenue Requirement of \$82,620,101 to be effective on September 1, 2018; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

**WHEREAS**, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

**WHEREAS**, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

**Section 1.** That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**Section 2.** That the Company shall continue to charge its existing rates to customers within the City.

**Section 3.** That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

**Section 4.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 5.** That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002, and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**PASSED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne L. Hanneman  
City Attorney