

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA

THURSDAY, OCTOBER 1, 2020

7:00 P.M.

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or 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, west, and south entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, OCTOBER 1, 2020**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Consider approval of the September 17, 2020 City Council Regular meeting minutes.
 - B. Consider a final plat of Puryear Subdivision (located at 1101 County Road 47), a 10.99 acre, 2-lot subdivision located in the Day Land and Cattle Co. Survey, Abstract No. 604, Brazoria County, Texas.
 - C. Consider Resolution 20-R-27, acknowledging and accepting a sidewalk easement located at 1610 Beauregard Street, granted to the City of Alvin by Rosalyn Hulett.
 - D. Consider renewing the On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for an additional term of one (1) year, and authorize the City Manager to sign the Agreements upon legal review.
5. **OTHER BUSINESS**
 - A. Consider an Agreement with MUSCO Sports Lighting, LLC, through the BuyBoard Cooperative Purchasing Network, to provide and install athletic field lighting for eight softball fields and one multi-purpose field located at Pearson Park, in an amount not to exceed \$1,472,115.28; and authorize the City Manager to sign the agreement upon legal review.

- B. Consider the purchase of a Vactor Trailer Jet machine from Kinloch Equipment and Supply, Inc., through the BuyBoard Cooperative Purchasing Network in an amount not to exceed \$61,326.00.
- C. Consider an award of bid to Tandem Services, LLC, for the 2020 Sidewalk Project in an amount not to exceed \$176,827.20, and authorize the City Manager to sign the contract upon legal review.
- D. Consider an award of bid to Tandem Services, LLC, for the 2020 Concrete Pavement and Drainage Project in an amount not to exceed \$1,106,632.50, and authorize the City Manager to sign the contract upon legal review.
- E. Consider Ordinance 20-Z, releasing certain territory within Fort Bend County from the Extraterritorial Jurisdiction of the City of Alvin; providing for severability; and containing other provisions relating thereto.

6. REPORTS FROM CITY MANAGER

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

7. ITEMS OF COMMUNITY INTEREST

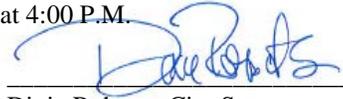
Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- 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.

8. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, SEPTEMBER 28, 2020 at 4:00 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
August 18, 2020**

BE IT REMEMBERED, that on the above date, the Planning Commission of the City of Alvin conducted a regular meeting on Tuesday, August 18, 2020, at 6:00 P.M. by telephone/video conference with the following members present, Ashley Davis, Chair; Richard Garivey, Vice Chair; Abrin Brooks, Secretary; Santos Garza; Chris Hartman; and Keko Moore. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Jake Starkey, Carrie Parker and Randy Reed were absent.

1. Call To Order.

Call to order at 6:01 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 July 21, 2020.

Commission Member Richard Garivey motioned to approve the minutes of the regular Planning Commission meeting of July 21, 2020. Seconded by Santos Garza, the motion carried on a vote of 6 ayes and 0 nays.

4. Consider a final plat of Caldwell Ranch Section 3A, being a subdivision of 6.420 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of Lot 5 & 6 of the T.W. & J.W.B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County Deed records. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 6 ayes, 0 nays.

5. Consider a final plat of Caldwell Ranch Section 3B, being a subdivision of 34.171 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of Lots 5, 6 & 7 of the T.W. & J.W.B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Davis motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 6 ayes, 0 nays.

6. Consider a final plat of Waller Crossing Drive Street Dedication, being a subdivision of 2.865 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of Lots 3, 7 & 12 of the T.W. & J.W.B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 6 ayes, 0 nays.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

7. Consider a final plat of Heights Grove, being a subdivision of 1.1390 acres (49,614 sq ft) in the H.T. & B.R.R. Co Survey, A-465, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 6 ayes, 0 nays.

8. Consider a request for the property owner at 1613 Alta Vista Dr. to waive the front and side building setback requirements of Chapter 21, Section 37 (a) of the Code of Ordinances. City Engineer recommends request for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 6 ayes, 0 nays.

9. Items of Community Interest.

Chris Hartman mentioned the sidewalk has been installed at South St. and Johnson St. Ashley Davis mentioned the Dollar General on FM 1462 is coming along.

10. Staff report and update.

There were no staff report or update.

11. Items for the next meeting.

Michelle Segovia stated the Planning Commission will likely see additional Caldwell Ranch plats at the next meeting.

12. Adjournment.

Commission Member Moore motioned to adjourn the meeting, seconded by Member Garivey. The motion carried on a vote of 6 ayes. The meeting ended at 6:25 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

Alvin Senior Board Meeting Minutes

August 10, 2020

Called to order at 8:03 am. Board members present – John Burkey, Roger Stuksa, Darrell Brady, Beverly Kimbrough and Marie Hodges. Nell Shimek absent and still going thru Chemo treatments.

Petitions/Request from the public: None

Visitors: Barbara Biggers, Ron Shepherd, Breah Knape, Renee Valadez and Michelle Nesrata.

Approval of Minutes: Minutes of March 9, 2020, read with corrections change to March 9, 2020. Roger Stuska motion to approve as corrected and second by Marie Hodges.

Petitions/Request from the Public: None

Director Report: Trick or Treat Trail, Disc golf is up and running and no tournaments scheduled. No update on purchase of bus for the Senior Center. Budget workshop and tax rate meeting is open to the public on 9-3-2020. No capital improvements to happen for 2021. Story walk at Oak Park 9/14; movie at Briscoe Park 9/18; community garden 9/19.

Senior Center Manager Report: Actions are delivering meals by appointment. Zoom meeting for Medicare is proposed. Family resources – Habitat for Humanity - Farm Gals handouts – Stanton's and Laurel Court are helping the senior's citizens.

Breakfast or LUNCH on the go is proposed. Halloween dress up contest drive thru and photo contest to be posted on Facebook. Hooray for the holidays drive thru. Preregistration is required.

Marla is making plans for reopening the Senior Center using State guidelines; sharing the Center with the Youth Programs including Michelle Nesrata and Renee Valdez working out of the Senior Center. Discuss at December meeting to reevaluate.

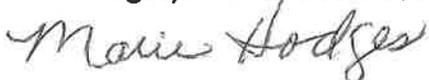
John Burkey requested that the FY 2021 Senior Center Budget be placed on the agenda for the September meeting.

New Business: None

Meeting adjourned: 9:45 a.m.

Respectively submitted by;

Marie Hodges, Alvin Sr. Board Secretary



MINUTES
CITY OF ALVIN, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY SEPTEMBER 17, 2020
7:00 P.M.

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Brandon Moody, Public Services Director; and Robert E. Lee, Chief of Police.

This meeting was held via video/teleconference in accordance with the order of the office of the governor issued March 16, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the coronavirus (covid-19).

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation.

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

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

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

Accept resignation from Kerry Ulm from the Parks and Recreation Board.

Kerry Ulm submitted her resignation from the Parks and Recreation Board for her term ending on December 31, 2020. She is moving outside of the city. This agenda item is the formal acceptance of her resignation.

With the resignation of Ms. Ulm, there will be seven (7) members on this board. The City Charter states that the Parks and Recreation Board is to be comprised of at least seven (7) members with no more than nine (9) members. No appointment to this board is necessary at this time.

Consider Resolution 20-R-25, adopting the City of Alvin Investment Policy for Fiscal Year 2020-2021; providing for an effective date; and setting forth other related matters.

Pursuant to Chapter 2256.005 of the Texas Government Code, the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City’s current Investment Policy was certified by the Government Treasurers’ Organization of Texas (GTOT) as meeting the requirements of the Public Funds Investment on March 31, 2019. The certification remains effective through March 31, 2021.

As part of the investment policy review process, the investment policy requires that the investment officer (CFO) conduct an annual review of all financial institutions and broker/dealers who are qualified to invest City funds. In addition, the policy requires that a list of those qualified financial institutions and brokers/dealers be maintained pursuant to the investment policy. Staff is not recommending any updates to the investment policy for Fiscal Year 2020-2021.

Consider an award of Bid 20-06 to UniFirst Corporation, as the vendor for the City’s uniform services for two (2) years with an option to continue for an additional two (2) years at the same price and conditions; and authorize the City Manager to sign the contract upon legal review.

Uniforms are supplied to Public Services, Parks & Recreation, and Inspection staff. On July 21, 2020, uniform bids were opened and UniFirst was the lowest bidder. Upon approval, an award letter will be sent to the vendor and city departments.

Consider an award of Bid 20-10 to JDB Services, Inc., as the vendor for the purchase of stabilized sand for one (1) year with an option to renew for an additional one (1) year at the same price and conditions; and authorize the City Manager to sign the contract upon legal review.

Stabilized sand is used as a base material for roadways, driveways, installing culverts, and the installation of water/wastewater lines. On August 11, 2020, bids were opened and JDB Services, Inc. was the lowest bidder. The references for this company have been verified and are satisfactory. Upon approval, an award letter will be sent to the vendor and city departments.

Consider an award of Bid 20-12 to Core & Main LP, as the vendor for the purchase of water/wastewater parts and fittings for one (1) year with an option for one (1) additional year at the same price and conditions; and authorize the City Manager to sign the contract upon legal review.

Water/Wastewater parts and fittings are used in the maintenance and repairs of the water and sanitary sewer system. On August 11, 2020, bids were opened, and Core & Main LP was the lowest bidder. The references for this company have been verified and are satisfactory. Upon approval, an award letter will be sent to the vendor and city departments.

Council member Castro moved to approve the consent agenda as presented. Seconded by Council member Thompson; motion carried on a vote of 4 Ayes.

OTHER BUSINESS

Consider an award of Bid 20-05 to Mitchell Contracting, Inc., for the Northeast and Northwest Basin Sanitary Sewer Rehabilitation Project in an amount not to exceed \$540,265.00; and authorize the City Manager to sign the contract upon legal review.

On August 4, 2020, bids were opened for the Northeast and Northwest Basin Sanitary Sewer Rehabilitation Project, and Mitchell Contracting, Inc. was the qualified bidder. Freese and Nichols, the City's consultant that designed the project, and City Staff, reviewed all bids that were received and have recommended Mitchell Contracting, Inc. (recommendation letter attached).

Original Project Estimate: \$647,820.00

<i>Contract Amount:</i>	<i>\$491,150.00 (Base Bid)</i>
<i>10% Contingency:</i>	<i>\$49,115.00</i>
<i>Total Amount:</i>	<i>\$540,265.00</i>

This project consists of the rehabilitation of approximately 920 linear feet of sanitary sewer laterals and the rehabilitation of 69 manholes. Once complete, these improvements will minimize the amount of inflow and infiltration entering the sanitary sewer system.

The project is scheduled to start in October 2020 and has a construction time of 122 calendar days. Staff recommends bid award and contract to Mitchell Contracting Inc. This project will be paid for out of the Utility Projects Fund.

Council member Castro moved to award Bid 20-05 to Mitchell Contracting, Inc., for the Northeast and Northwest Basin Sanitary Sewer Rehabilitation Project in an amount not to exceed \$540,265.00; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Adame; motion carried on a vote of 4 Ayes.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest and reviewed the preliminary list for the October 1st City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Thompson complimented Brandon Moody, Public Services Director on the mowing of the detention pond on South Street. Mr. Moody provided an update on the land acquisition for the Interceptor Project.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:15 p.m.

PASSED and APPROVED the 1st day of October 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Puryear Subdivision (located at 1101 County Road 47), a 10.99 acre, 2-lot subdivision located in the Day Land and Cattle Co. Survey, Abstract No. 604, Brazoria County, Texas.

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

Summary: On July 30, 2020, the Engineering Department received the final plat of Puryear Subdivision for review. The property is located in the City of Alvin's ETJ at 1101 County Road 47 (Angleton) and is being platted for conveyance of lot 2. The plat consists of 2 lots and complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on September 15, 2020. Staff recommends approval.

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:** 9/23/2020 SLH _____

Supporting documents attached:

- Final Plat of Puryear Subdivision

Recommendation: Move to approve the final plat of Puryear Subdivision (located at 1101 County Road 47), a 10.99 acre, 2-lot subdivision located in the Day Land and Cattle Co. Survey, Abstract No. 604, 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

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

I, HARRY K. PURYEAR AND DEBORAH K. PURYEAR, OWNERS OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT OF PURYEAR SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AND RIGHT-OF-WAYS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 2 LOTS BEING A SUBDIVISION OF 10.99 ACRES IN BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____.

HARRY K. PURYEAR DEBORAH K. PURYEAR,

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED HARRY K. PURYEAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DEBORAH K. PURYEAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

CITY COUNCIL APPROVALS

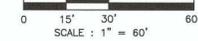
I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF PURYEAR SUBDIVISION, WAS APPROVED

THIS THE _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS.

PAUL HORN, MAYOR

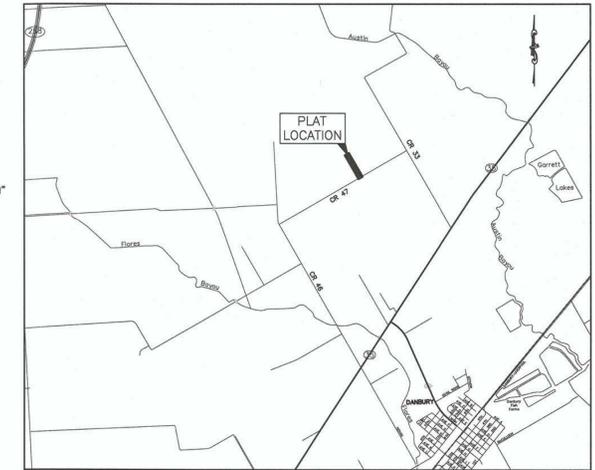
MICHELLE SEGOVIA, CITY ENGINEER

DIXIE ROBERTS, CITY SECRETARY



LEGEND

- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
 - B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
 - B.L. = BUILDING LINE
 - BM = BENCHMARK
 - D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
 - FND = FOUND
 - I.R. = IRON ROD
 - P.O.B. = POINT OF BEGINNING
 - R.O.W. = RIGHT-OF-WAY
 - VOL., Pg. = VOLUME, PAGE
- SYMBOLS
- = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
 - ⊙ = FOUND MONUMENT (AS NOTED)
 - ⊕ = (TBM) TEMPORARY BENCHMARK



VICINITY MAP
SCALE 1"=1 MILE

DAY LAND AND CATTLE CO. SURVEY
ABSTRACT NO. 604

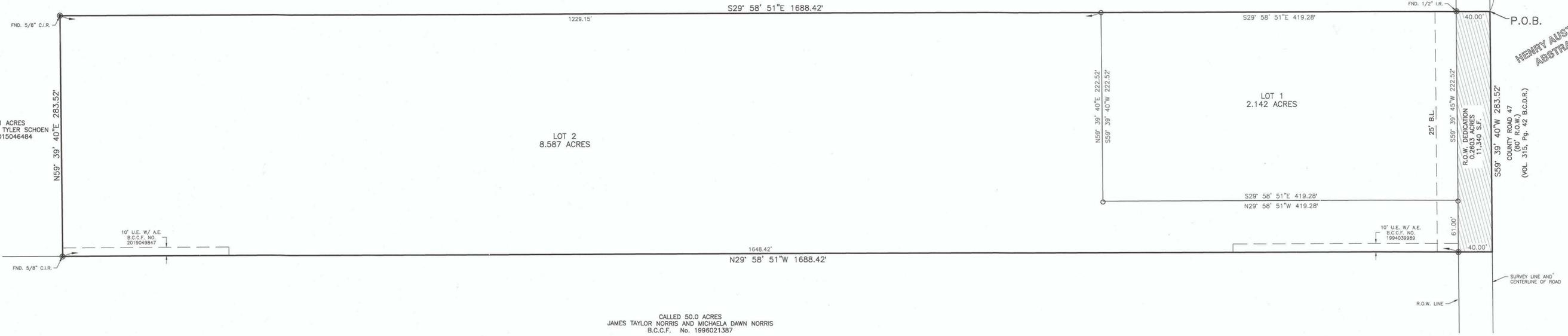
CALLED 25.0 ACRES
DENNIS RAY DAVENPORT AND WIFE,
EILEEN MARY DAVENPORT
B.C.C.F. No. 1999042842

CALLED 14,001 ACRES
RACHEL HERRON AND TYLER SCHOEN
B.C.C.F. No. 2015046484

LOT 2
8.587 ACRES

LOT 1
2.142 ACRES

HENRY AUSTIN SURVEY
ABSTRACT NO. 14



CALLED 50.0 ACRES
JAMES TAYLOR NORRIS AND MICHAELA DAWN NORRIS
B.C.C.F. No. 1996021387

FIELD NOTES FOR 10.99 ACRE

Being a tract of land containing 10.99 acres (348,480 square feet), located within Day Land and Cattle Co. Survey, Abstract Number (No.) 604, in Brazoria County, Texas; Said 10.99 acres being a portion of a called 25.0 acre tract recorded in the name of Harry W. Puryear and Deborah K. Puryear under Brazoria County Clerk's File (B.C.C.F.) No. 199602336; Said 10.99 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a point in County Road 47 (called eighty feet wide, Volume 315, Page 42 Brazoria County Deed Records (B.C.D.R.)) on the southeast line of said Day Land and Cattle Co. Survey, for the north corner of the Henry Austin Survey, Abstract No. 14;

THENCE, with the centerline of said County Road 47, being the common line of said Day Land and Cattle Co. Survey and Henry Austin Survey, the following two (2) courses:

1. South 59 degrees 39 minutes 40 seconds West, a distance of 3960.9 feet to a point at the southwest corner of a called 14,001 acre tract recorded in the name of Rachel Herron and Tyler Schoen under B.C.C.F. No. 2015046484, for the east corner and POINT OF BEGINNING of the herein described tract;
2. South 59 degrees 39 minutes 40 seconds West, a distance of 283.52 feet to a point at the east corner of a called 50.0 acre tract recorded in the name of James Taylor Norris and Michaela Dawn Norris under B.C.C.F. No. 1996021387, for the south corner of said 25.0 acre tract and the herein described tract;

THENCE, with the common line of said 25.0 and 50.0 acre tracts North 29 degrees 58 minutes 51 seconds West, at a distance of 40.00 feet pass a 1/2-inch iron rod found on the northwest right-of-way line of said County Road 47, continue in all a distance 1,688.42 feet to a 5/8-inch iron rod with cap found at the southwest corner of said 14,001 acre tract, for the west corner of the herein described tract;

THENCE, with the southeast line of said 14,001 acre tract, North 59 degrees 39 minutes 40 seconds East, a distance of 283.52 feet to a 5/8-inch iron rod with cap found at an interior corner of said 14,001 acre tract, for the north corner of the herein described tract;

THENCE, with the southwest line of said 14,001 acre tract, South 29 degrees 58 minutes 51 seconds East, at a distance of 1,648.42 feet pass a 1/2-inch iron rod found on the northwest R.O.W. line of said County Road 47, continue in all a distance of 1688.42 feet to the POINT OF BEGINNING and containing 10.99 acres of land.

NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.00012193.
2. THE PURPOSE OF THIS PLAT IS TO CREATE 2 LOTS FROM 1 TRACT OF LAND.
3. THIS SUBDIVISION WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY ALAMO TITLE INSURANCE, G.F. No. ATCH20095132, EFFECTIVE DATE OF FEBRUARY 27, 2020, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0290H, REVISED DATE OF JUNE 5, 1989, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. THE SURVEYED TRACT IS SUBJECT TO RESTRICTIONS RECORDED IN B.C.C.F. NO. 93-012217.
6. THE SURVEYED TRACT IS NOT SUBJECT TO PIPELINE EASEMENTS RECORDED IN VOL. 154, PG. 367, VOL. 353, PG. 52 AND VOL. 650, PG. 591, VOL. 482, PG. 56 B.C.D.R.
7. THE SURVEYED TRACT IS NOT SUBJECT TO DRAINAGE EASEMENTS RECORDED IN VOL. 873, PG. 698 AND VOL. 873, PG. 703 B.C.D.R.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

SIGNED: *Devin Royal* 8-26-2020
DEVIN R. ROYAL DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6667



REVISED:

FINAL PLAT OF PURYEAR SUBDIVISION A 10.99 ACRE, 2-LOT SUBDIVISION

LOCATED IN THE DAY LAND AND CATTLE CO.
SURVEY, ABSTRACT No. 604
BRAZORIA COUNTY, TEXAS



B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS

300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

PROJECT NO.: 13945	SCALE: 1" = 60'	DRAWN BY: DRR
DRAWING NO.: 13945-PLAT	DATE: 8-14-2020	CHECKED BY: AH

OWNER:
HARRY K. PURYEAR AND
DEBORAH K. PURYEAR
979-922-1213
1101 COUNTY ROAD 47
ANGLETON TX 77515



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: City Attorney

Contact: Suzanne L. Hanneman

Agenda Item: Consider Resolution 20-R-27, acknowledging and accepting a sidewalk easement located at 1610 Beauregard Street, granted to the City of Alvin by Rosalyn Hulett.

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

Summary: Pursuant to Sec. 21-42 - Sidewalks, ADA ramps, driveways and driveway approaches of the City's Code of Ordinances states that sidewalks, Americans with Disabilities Act (ADA) ramps, driveways and driveway approaches shall be required and shall be constructed in accordance with the city's design criteria. This means the builder/owner is required to install a sidewalk as part of the process. Once constructed, the City is responsible for the maintenance and repair of the sidewalk.

This property is located at 1610 Beauregard Street, Alvin, Texas. This resolution formally acknowledges the City's acceptance of this sidewalk easement being granted to the City by Rosalyn Hulett.

Staff recommends acceptance of the sidewalk easement.

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: 9/23/2020 SLH

Supporting documents attached:

- Resolution 20-R-27
- Sidewalk Easement with exhibits

Recommendation: Move to approve Resolution 20-R-27, acknowledging and accepting the sidewalk easement located at 1610 Beauregard Street, granted to the City of Alvin by Rosalyn Hulett.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION 20-R-27

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACKNOWLEDGING AND ACCEPTING A SIDEWALK EASEMENT GRANTED TO THE CITY OF ALVIN FROM ROSALYN HULETT.

WHEREAS, the City of Alvin, Texas, desires to acknowledge and accept said SIDEWALK EASEMENT, attached hereto as Exhibit 1, granted to the City by Rosalyn Hulett more formally described as follows:

SURFACE ONLY OF: Lots 4 and 5, Block 4, Rowan's Addition to the City of Alvin, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 24, Page 161, Deed Records, Brazoria County, Texas.

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

Section 1. That the City Council hereby accepts the Sidewalk Easement granted to the City of Alvin by Rosalyn Hulett.

Section 2. That said Sidewalk Easement shall be recorded in the Deed Records of Brazoria County, Texas.

Section 3. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 1st day of October 2020.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

SIDEWALK EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS EASEMENT is made and executed this 3rd day of September, 2020, by ROSALYN HULETT, a widow, whose mailing address is 1610 South Beauregard St., Alvin, Brazoria County, Texas 77511, (hereinafter referred to as the "Grantor"), to the CITY OF ALVIN, a Texas municipal corporation, whose mailing address is 216 W. Sealy, Alvin, Brazoria County, Texas 77511, (hereinafter referred to as the "Grantee").

(Wherever used herein, the terms, "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, the Grantor is the owner of property situated, lying and being in Brazoria County, Texas, and described as follows:

SURFACE ONLY OF: Lots 4 and 5, Block 4, Rowan's Addition to the City of Alvin, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 24, Page 161, Deed Records, Brazoria County, Texas; and,

WHEREAS, the Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across that portion of Grantor's Land; and

WHEREAS, the Grantor is willing to grant a sidewalk easement on a portion of Grantor's Land to the Grantee.

WHEREAS, the Grantor, at its expense, shall cause a sidewalk to be constructed on a portion of Grantor's Land, which portion is more particularly described in the attached Exhibit "A" ("Easement Land"), attached hereto and made a part hereof; and

WHEREAS, Grantee, at its expense, shall be responsible for maintaining, replacing, and repairing the sidewalk.

NOW, THEREFORE, for and in consideration of mutual covenants each to the other running and Ten Dollars (\$10.00) and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Land.

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this grant of easement.

2. Grant of Easement. The Grantor hereby grants Grantee a perpetual, non-exclusive easement in, on, over, under, and across the Easement Land described in Exhibit "A" for a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Land.

3. Construction of Sidewalk Improvements. At Grantor's sole cost and expense, Grantor shall construct a sidewalk within the Easement Land pursuant to a site plan approved for Grantor's Land.

4. Maintenance of Sidewalk Improvements. At Grantee's sole cost and expense, Grantee shall maintain, replace, and repair the sidewalk as necessary.

5. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement.

6. Benefits and Burdens Run with Land. All provisions of this Sidewalk Easement, including the benefits and burdens, run with the Easement Land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Termination/Relocation. Should the Grantee cease using the Easement Land for a public sidewalk for a period of more than twelve (12) months, this easement shall automatically terminate. The Grantee, through its Planning and Development Department, in its reasonable discretion, may approve a request by Grantor to relocate this easement as described in Exhibit "A," to other lands owned by the Grantor.

8. Indemnification. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGE, LOSS, COST AND EXPENSE OF ANY KIND WHATSOEVER WHICH MAY ACCRUE TO OR BE SUSTAINED BY GRANTOR ARISING OUT OF THIS EASEMENT INCLUDING, WITHOUT LIMITATION, FOR THE DEATH OF OR INJURY TO PERSONS OR DESTRUCTION OF PROPERTY ARISING FROM ANY CAUSE WHATSOEVER, EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE AS SHALL HAVE BEEN CAUSED BY THE WILLFUL OR INTENTIONAL ACT OF THE GRANTOR, ITS AGENTS, GUESTS, INVITEES, FAMILY MEMBERS OR EMPLOYEES. GRANTEE EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE GRANTOR FOR ANY LEGAL FEES AND EXPENSES INCURRED IN RESISING OR DEFENDING AGAINST ANY CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS AND IN SEEKING TO ENFORCE, THROUGH LITIGATION, ARBITRATION, MEDIATION, OR OTHERWISE, GRANTOR'S INDMENITY AND DEFENSE RIGHTS EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE AS SHALL HAVE BEEN CAUSED BY THE WILLFUL OR INTENTIONAL ACT OF THE GRANTOR, ITS AGENTS, GUESTS, INVITEES, FAMILY MEMBERS OR EMPLOYEES.**

Grantor: 
ROSALYN HULETT

Accepted by the City of Alvin

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on September 3, 2020, by ROSALYN HULETT.



Dana Marie Kenemer
Notary Public, State of Texas
My commission expires:
8-15-2024

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, 2020, by _____ as the _____ for the City of Alvin.

Notary Public, State of Texas
My commission expires:

AFTER RECORDING RETURN TO:

EXHIBIT "A"

**SIDEWALK EASEMENT
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0095 ACRES (414 SQUARE FEET) SITUATED
IN THE M. R. HAYES SURVEY, ABSTRACT 449
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 0.0095 acres (414 square feet), situated in the M. R. Hayes Survey, Abstract 449, Brazoria County, Texas, being out of Lots 4 and 5, of Rowans Addition To The City Of Alvin, as recorded in Volume 24, Page 161 of the deed records of Brazoria County, Texas, Said 0.0095-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap marked "SURVEY 1" at the intersection of the north right-of-way line of West South Street (60.00 feet wide) and the west right-of-way line of South Beauregard Street (60.00 feet wide) for the southeast corner of said Lot 5 and the southeast corner of the said tract herein described;

THENCE South 86° 46' 36" West, along the north right-of-way line of said West South Street and the south line of said Lot 5, a distance of 4.00 feet to the southwest corner of the said tract herein described;

THENCE North 03° 13' 24" West, a distance of 58.67 feet to an angle point;

THENCE North 48° 13' 24" West, a distance of 6.36 feet to an angle point;

THENCE North 03° 13' 24" West, a distance of 27.86 feet to an angle point;

THENCE North 41° 46' 36" East, a distance of 6.36 feet to an angle point;

THENCE North 03° 13' 24" West, a distance of 4.47 feet to a point in the north line of said Lot 4 for the northwest corner of the said tract herein described;

THENCE North 86° 46' 36" East, along the north line of said Lot 4, a distance of 4.00 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" in the west right-of-way line of said South Beauregard for the northeast corner of said Lot 4 and the northeast corner of the said tract herein described;

THENCE South 03° 13' 24" East, along the west right-of-way line of said South Beauregard and the east line of said Lot 4, a distance of 6.13 feet to an angle point;

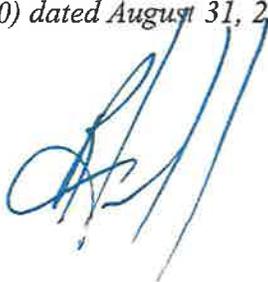
THENCE South 41° 46' 36" West, a distance of 6.36 feet to an angle point;

THENCE South 03° 13' 24" East, a distance of 24.54 feet to an angle point;

THENCE South 48° 13' 24" East, a distance of 6.36 feet to an angle point in the west right-of-way line of said South Beauregard and the east line of said Lot 4;

THENCE South 03° 13' 24" East, along the west right-of-way line of said South Beauregard and the east line of said Lot 4, a distance of 60.33 feet to the POINT OF BEGINNING and containing 0.0095 acres (414 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated August 31, 2020, job number 8-87803-20.



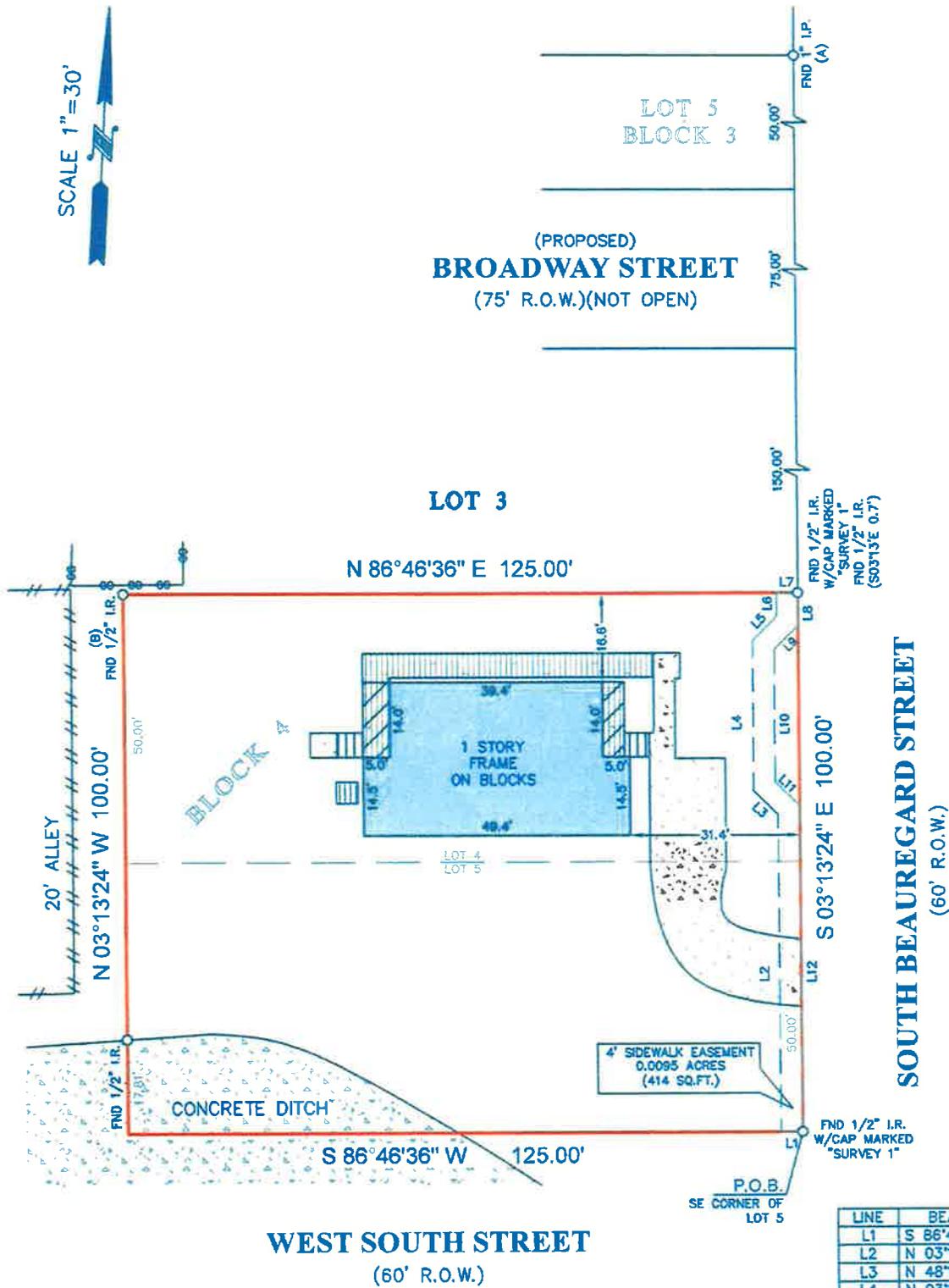


LEGEND

- CONCRETE
- COVERED AREA
- WOOD DECK
- STEPS
- FENCE - CHAIN LINK
- FENCE - WOOD



SCALE 1" = 30'



LINE	BEARING	DISTANCE
L1	S 86°46'36" W	4.00'
L2	N 03°13'24" W	58.67'
L3	N 48°13'24" W	6.36'
L4	N 03°13'24" W	27.86'
L5	N 41°46'36" E	6.36'
L6	N 03°13'24" W	4.47'
L7	N 86°46'36" E	4.00'
L8	S 03°13'24" E	6.13'
L9	S 41°46'36" W	6.36'
L10	S 03°13'24" E	24.54'
L11	S 48°13'24" E	6.36'
L12	S 03°13'24" E	60.33'

NOTES:

- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT PER THE REQUEST OF THE BUYER.
- THIS SURVEY IS CERTIFIED TO STONEWATER, INC FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
- THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

LEGAL DESCRIPTION: SIDEWALK EASEMENT: A TRACT OF LAND CONTAINING 0.0095 ACRES (414 SQUARE FEET) SITUATED IN THE M. R. HAYES SURVEY, ABSTRACT 449, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 4 & 5, ROWAN'S ADDITION TO THE CITY OF ALVIN, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 161 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.



SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON AUGUST 21, 2020 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

Richard Fussell
RPS# 4148

CLIENT: TBD

ADDRESS: 1610 SOUTH BEAUREGARD STREET

www.survey1inc.com
survey1@survey1inc.com

FIELD CREW: JF
TECH: RK/MA

DRAFTER: MA
FINAL CHECK: EF

DATE: AUGUST 31, 2020

JOB# 8-87803-20

Survey 1, Inc.
Your Land Survey Company

Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider renewing the On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for an additional term of one (1) year, and authorize the City Manager to sign the Agreements upon legal review.

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

Summary: A Request for Proposals (RFP) for on-call professional electrical services was advertised on August 12, 2018 and August 19, 2018. Responses to the RFP were received from three (3) electrical companies and both were reviewed by staff. Both TDEC and DM Electrical are qualified to perform electrical services for the City. Staff would like to continue using TDEC, Inc. as the primary contractor, and DM Electrical and Construction LLC, as the secondary contractor, for on-call professional electrical services for the City.

Staff is recommending TDEC over DM Electrical due to the following:

- Fast response time in emergency and as needed basis – proven over the two past years
- All employees are residents of Alvin
- Cleanliness of work performed and job completion
- Community owned

The Electrical Services Agreements being considered will allow said companies to provide electrical services to Public Services Facilities (lift stations, WWTP, Water Wells), and to any other electrical needs of the City. Renewal of this agreement will ensure that electrical services can be provided to City facilities.

Current contract states that this agreement may be renewed for two (2) successive one-year terms with the same terms and conditions. This is the second of two one-year renewals.

Staff recommends approval.

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:** 9/23/2020 SLH _____

Supporting documents attached:

- Agreements
- TDEC Inc. & DM Electrical and Construction LLC SOQ

Recommendation: Move to renew the On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for an additional term of one (1) year, and authorize the City Manager to sign the Agreements upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ADDENDUM NO. 1

**TO THE
CITY OF ALVIN
ON CALL PROFESSIONAL ELECTRICAL
SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin On Call Professional Electrical Services Agreement (“Addendum No. 2”) is made on this the 1st day of October 2020, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and TDEC, Inc (“TDEC”).

WHEREAS, on November 1, 2018, the City approved and entered into an On Call Professional Electrical Services Agreement with TDEC for on call professional electrical services for the City (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2019; 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 two (2) successive one (1) year additional terms, for a total of three (3) years, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, the City and TDEC desire to extend the term of the Agreement for an additional and final year ending September 30, 2021.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, 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, 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 On Call Professional Electrical Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

TDEC, INC.

CITY OF ALVIN, TEXAS

By: _____
Terry Droege, Owner

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

EXHIBIT A



Received 8/22/18 - 4:00 p.m.
Opened 8/23/18 - 2:15 p.m.
City Secretary's Office

August 20, 2018

Ms. Dixie Roberts
City of Alvin
216 West Sealy
Alvin, Texas 77511

Dear Ms. Roberts,

Please find attached the 2018 Request for Proposal for On-Call Electricians.

TDEC, Inc. has been in business 24 years, with all of those years being located in Alvin. We are committed to the growth and support of our community. During those years, we have worked alongside the city on various projects including electrical, committees, community and civic events.

Our scope of work includes Industrial, Commercial, Oilfield and Residential. We work well with the City Permits and Inspections departments. We have qualified employees with the knowledge to maintain city property, new installations and repair or replace electrical systems. All of our employees are well versed in motor control, panel work and troubleshooting. They are familiar with the city's facilities and locations of the various lift stations, treatment plants and city offices.

Thank you again for the opportunity to submit our Proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Droege", written in a cursive style.

Terry Droege
President
Master Electrician #16555

City of Alvin

Request for Proposals for On-Call Electricians

1. Company Information

- TDEC, Inc. Electrical Contractors
- Physical and Mailing location
911 South Gordon Street
Alvin, TX 77511
- Phone – 281-331-3172
- Fax – 281-585-5490
- Website – www.tdecinc.com

2. Primary Contact

Terry Droege
terry@tdecinc.com
281-331-3172 office
281-932-8663 cell

3. About TDEC, Inc. and Staff

TDEC, Inc. has been in business since 1994. From December 1994 until January 1997, it was registered as a dba, TD Electric Company. In January 1997, TDEC, Inc. was formed and has been operating as an S Corporation since. We just celebrated our 23rd year in business. TDEC, Inc. has received the Alvin Manvel Chamber of Commerce Small Business of the Year award in 2008 and 2013. Terry is Past President of Alvin Rotary Club, Charter member and Past President of Alvin Sunrise Rotary Club, served 6 years on Alvin City Council, one year as Mayor Pro-Tem and Chairman of the Brazoria County Fair Association Calf Scramble Committee. He is active on the San Jacinto College Electrical Advisory Board and has been nominated to participate on the Texas Department of Licensing and Regulation Code Book Review committee. He and Jody are very active in the community and supports growth and new business.

Our electrical background includes but is not limited to installation, replacement and repair of electrical systems and motors, lighting and all other electrical needs. We have experience in maintenance as well as new installations. Industrial, Commercial, Oilfield and Residential work makes up our 500 plus customer base. Our relationship with Texas New Mexico Power and CenterPoint Energy is in good standing which has proven to be beneficial to our customers.

TDEC, Inc. is a member of the BuyBoard Co-op program.

Terry holds Texas Master License #16555 and TDEC, Inc. is recognized by the State of Texas as an Electrical Contractor; License #18981. Both are in good standing with the State of Texas and the Texas Department of Licensing and Regulation.

TDEC, Inc. employees are on call and available 24 hours a day, 7 days a week. We own 5 fully equipped and stocked trucks, 1 Bucket Truck and an Ariel Lift. We keep a full inventory of materials, supplies and equipment at our shop saving time on the job and helps to keep costs down. We have certified Forklift drivers.

Our Staff

TDEC, Inc. currently employs 6 electricians and 3 administrative employees.

- **(3) Electricians**

Terry Droege, President, Master Electrician 40 years' experience. Terry has been hands on with the company since its inception in Dec 1994. He has Commercial, Industrial, Oilfield, Residential and Pole Line experience. Terry was responsible for the Amine plants built by Hilcorp in Fulshear and is well versed in motor control, VSD's, Panel diagrams and the Bidding process.

Glen Booth, Journeyman Electrician, 27 years' experience. Glen joined TDEC in December of 2016 and brings many years of panel and control work with him. Glen is patient which makes him an asset when it comes to troubleshooting an issue.

Sylvia Villarreal, Journeyman Electrician, 5 years' experience. The newest employee, Sylvia started with us in January 2017. She is strong-willed and eager to work with whoever she is assigned to. She has experience in control panels, lighting and wiring.

Vernon Hillers, Apprentice Electrician, 16 years' experience. Vernon started with TDEC in November 2011 and is a lead supervisor and well versed in motor control, the bidding process, safety of employees, monitors all shop activity and steps in during the absence of the owner.

Darryl Peters, Apprentice Electrician, 10 years' experience. Darryl joined TDEC in November 2011 and immediately took an interest in expanding his knowledge in the electrical field. He is lead electrician and can be trusted on any job to take control and get the job done. He has an attention to detail and constantly strives to learn more. Understands Motor Control, Panel Work and Troubleshooting.

Jeff Alexander, Apprentice Electrician, 4 years' experience. Jeff has been TDEC since July 2014. He was hired as a shop hand and quickly became an apprentice that could be relied on by the Journeymen and lead electricians.

- **(4) Administrative**

Jody Droege, Vice President

jody@tdecinc.com

281-932-8664 cell

Eileen Mancil, Office Manager, Accounts Receivable, Safety Officer

eileen@tdecinc.com

281-331-3172

Lauren Womack, Clerical

5. Insurance

We carry General Liability, Automobile, General Umbrella and Workers Compensation Insurance. The General Liability also carries a blanket additional insured endorsement as well as a blanket waiver of subrogation. A current certificate is on file with the City of Alvin.

- **General Liability** – Travelers Property & Casualty
Each Occurrence \$1,000,000
Personal & Adv Injury \$1,000,000
General Aggregate \$2,000,000
Products – Comp/Op Agg \$2,000,000
- **Automobile** – Travelers Property & Casualty
Combined Single Limit \$1,000,000
- **Umbrella Liability** – Travelers Lloyds of Texas
Each Occurrence \$5,000,000
Aggregate \$5,000,000
- **Workers Compensation and Employers' Liability** – Texas Mutual Insurance Company
Each Accident \$1,000,000

6. Fee Schedule

- Master \$125.00 / hour
 - Journeyman Electrician 100.00 / hour
 - Journeyman Electrician Overtime 150.00 / hour
 - Apprentice Electrician 75.00 / hour
 - Apprentice Electrician Overtime 112.50 / hour
- Rates are per hour based on a two (2) hour minimum, with work to be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Saturday, Sunday, holiday and after-hours work will be charged the overtime rate with a four (4) hour minimum. We are available for service 24 hours a day, 7 days a week.
 - Our rates increase once every 5 years to keep up with current industry standards. Our next increase will take place in 2020.
 - Material mark-up is industry standard at 30 percent
 - Rental of any special equipment needed to complete job, will also have the industry standard mark-up applied to the final cost.

7. On-site Response Time

- Non-Emergency – within the regular work day or as in most cases, scheduled ahead of time
- Urgent – within 2-4 hours based on type of urgency
- Emergency - immediately

8. Experience, Customers and Other Information

We have completed projects from small to over \$2,000,000. Over the past twelve (12) months, we have completed approximately 900 listed jobs.

Recent large projects include:

- **City of Alvin, 216 West Sealy, Alvin, TX**
Our 2 years history includes work performed at various Lift Stations throughout the City. Changing PLC's at Waste Treatment Plant, Changed Main Breakers on various pumps at the Sewer Plant. Water Treatment Plant transducers were changed out. At the PSF Building, we installed power for the new sign. Our scope of work includes but not limited to Motor Controls, SCADA System, Relays Systems, Starter Panels, Sump Pump Motors, tracing wires, and much more.
- **Alvin ISD, 301 E. House Street, Alvin, TX**
Repaired ballast and bulbs on AHS Stadium lighting, added new lights at the AHS Baseball Field, performed control work on chillers, and added various lights in different schools throughout the district. Installed underground and overhead electrical for portable classrooms and buildings. Ran conduit and fiber optic wiring in various schools for their new communication system.
- **Chocolate Bayou Federal Credit Union, 1301 N. Hwy 35 Bypass, Alvin, TX.**
Installation of Generac Generator. Work included installing an electrical panel specifically for the generator, working with both the power and gas companies to provide their access, installing the generator itself and involved in the initial startup. Job cost \$71,800
- **Sage Commercial - Amoco Federal Credit Union, 1299 E. Hwy 6, Alvin, TX.**
New construction of building and drive thru lanes. All electrical from ground work to lighting, wiring for security system, ATM machine, energy efficient lighting in offices. Job cost \$125,911

- **IHI Kiewit, Cove Point Job, Houston office. Job located in North Texas.**

Pre-wired motors and heaters on the cooling fans for transportation to final destination in Maryland. All materials used were explosion proof. Job cost \$2.32million

We have a solid reputation for providing safe, time managed quality work, logging in over 512, 000 safe hours since our inception. TDEC employees maintain a professional appearance and behavior whether working in the oil field or in an office setting. Our jobs are scheduled in such a way that a customer is usually not kept waiting for us to arrive. If an emergency arises, the customer is promptly notified and re-scheduled at their request and convenience.

Below are a few of our repeat customers. Some of who have been with us since the beginning (noted by an *).

- Alvin ISD*
- Alvin Memorial Gardens
- City of Alvin
- Clean Ride Car Wash
- Denbury Onshore*
- Elliott Oil & Gas*
- Gaither Petroleum*
- Hawkins Lease Services
- HEB*
- Hilcorp Energy*
- Joe's BBQ
- Phoenix Millworks
- RiceTec*
- Ron Carter Automotive
- T & L Lease Service*
- Texas Advantage Community Bank
- Weatherford* (Alvin, Pearland, Brazos and Sugarland locations)

Professional References

- Weatherford Alvin
PO Box 2027
Alvin, TX 77512
Mr. Andy Hickman
281-331-5505
- RiceTec, Inc.
PO Box 1305
Alvin, TX 77512
Mr. Chris Hulsey
281-331-5655
- Alvin ISD
301 E. House Street
Alvin, TX 77511
Mr. Charles Krampota
281-380-5143
- Elliott Oil & Gas
26619 Oakridge Drive
The Woodlands, TX 77380
Mr. Lonnie Grohman
713-824-8672
- Chocolate Bayou Federal Credit Union
1301 N. Hwy 35 Bypass
Alvin, TX 77511
Mr. Gary Angeles
281-331-2253 ext. 1101

ADDENDUM NO. 1
TO THE
CITY OF ALVIN
ON CALL PROFESSIONAL ELECTRICAL
SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin On Call Professional Electrical Services Agreement (“Addendum No. 1”) is made on this the 1st day of October 2020, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and DM Electrical and Construction LLC, (“DME”).

WHEREAS, on November 1, 2018, the City approved and entered into an On Call Professional Electrical Services Agreement with DME named as the secondary on call electrician for the City (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2019; 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 two (2) successive one (1) year additional terms, for a total of three (3) years, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, the City and DME desire to extend the term of the Agreement for an additional and final year ending September 30, 2021.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, 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, 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 On Call Professional Electrical Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

DM ELECTRICAL & CONSTRUCTION, LLC

CITY OF ALVIN, TEXAS

By: _____
Owner

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

EXHIBIT A



August 23, 2018

Received 8/23/18 1:58 p.m.
Opened 8/23/18 2:15 p.m.
City Secretary's Office

City of Alvin – City Hall
City Secretary's Office
216 West Sealy
Alvin, TX 77511

**RE: DM ELECTRICAL AND CONSTRUCTION LLC, REQUEST FOR PROPOSAL
CITY OF ALVIN ON-CALL PROFESSIONAL ELECTRICAL SERVICES**

Dear Alvin City Secretary:

DM Electrical is pleased to respond to the City of Alvin's request for proposal for the 'On-Call Professional Electrical Services' maintenance agreement.

Experience

DM Electrical and Construction is based in Pearland, Texas and is 98% involved in commercial electrical contracting, and multi-residential and large custom residential electrical construction. David Hubbard is CEO and Master Electrician of DM Electrical. We operate with integrity and professionalism and are fully insured. We employ electrical journeymen and highly qualified electrical apprentices.

Our experience includes the following, much of which is detailed on the attached Capability Statement:

- In first year of City of Houston Electrical Maintenance Contract as of April 12, 2018. Includes hundreds of COH properties (commercial and industrial) and its airports.
- In third year of annual renewable Houston Independent School District Electrical Maintenance Contract.
- Previously maintained electrical systems at the Alcon complex in Fort Worth, Texas.
- Numerous new construction and renovation projects, for example:
 - Pearland Medical Commons #1 (518 @ Cullen)
 - City of Houston Renwick Administration Building renovation
 - Houston Community College System RigOne new construction (industrial project)
 - Department of Public Safety Mega Center new construction
 - Box Lunch Willowbrook Mall buildout

Understanding of Role

We understand that licensed electricians who work under a Master Electrician are needed to respond to electrical services calls on an 'on-call' basis. The scope includes, but is not limited to the installation, replacement and repair of electrical systems, outlets and lighting. DM Electrical is also available to respond to emergency calls 24/7. We operate in a collaborative environment, practice safety measures and stay abreast of current electrical trends and advances to ensure work adheres to code. We take pride in work well done.

T: 817.504.8969

M: david@dmelectricalinc.com

W: dmelectricalinc.com

Proposal Requirements

1. Company name, address, identify out of which office electricians will be provided:

DM Electrical and Construction LLC
3630 Garrettsville Dr.
Pearland, TX 77584
(346) 773-4920 (office)
(281) 404-9083 (fax)

2. Name, position, phone number of primary contact person:

David A. Hubbard (30+ years of experience in all phases of electrical design/installation/maintenance)
CEO/Master Electrician
(817) 504-8968

3. Names of electrician(s) in the company and number of years company has been in business:

DM Electrical, which was established in 2014, currently employs the following maintenance electricians (does not include construction crew):

- David Hubbard, 37 years
- Clinton Lee, 8 years
- Ricardo Colunga, 10 years
- John Saucedo, 15 years
- Mario Ramirez, 5 years
- Jonathon Bargas, 7 years
- Eric Perkins, 5 years
- Plus several other electricians

4. Number of staff and titles in the office that will be working on behalf of the City:

Managing the City of Alvin contract will be:

Margo E. Williams
Operations Manager

5. Amount of professional liability insurance coverage carried by the company

Workers' Compensation: Statutory for Workers' Compensation

Employer's Liability:	Bodily Injury by Accident: \$500,000 (each accident) Bodily Injury by Disease: \$500,000 (policy limit) Bodily Injury by Disease: \$500,000 (each employee)
Commercial GL:	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Auto Liability	\$1,000,000 combined single limit for (1) any auto or (2) all owned, hired, and non-owned autos
Excess Liability	\$1,000,000



6. Fee Schedule

Year 1:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$47.00
Standard Service Rate (Apprentice Electrician)	Hour	\$47.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$70.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$70.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$94.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$94.00
Parts and Materials Markup	Percentage	8%
Rental of Equipment Markup	Percentage	5%

Year 2:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$49.00
Standard Service Rate (Apprentice Electrician)	Hour	\$49.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$73.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$73.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$98.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$98.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 3:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$51.00
Standard Service Rate (Apprentice Electrician)	Hour	\$51.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$76.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$76.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$102.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$102.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 4:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$53.00
Standard Service Rate (Apprentice Electrician)	Hour	\$53.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$79.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$79.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$106.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$106.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%



Year 5:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$56.50
Standard Service Rate (Apprentice Electrician)	Hour	\$56.50
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$84.75
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$84.75
Emergency Service Rate (Journeyman Electrician)	Hour	\$113.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$113.00
Parts and Materials Markup	Percentage	10%
Rental of equipment Markup	Percentage	8%

7. Proposed arrive on-site response time:

DM Electrical will respond to emergency requests immediately via phone and arrive onsite within an hour for life-threatening circumstances and within 2-4 hours for non-life threatening emergencies.

8. Other items (see attached).

ON-CALL PROFESSIONAL ELECTRICAL SERVICES AGREEMENT
FOR THE CITY OF ALVIN

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

This Agreement for ON-CALL PROFESSIONAL ELECTRICAL SERVICES (the “Electrical Services Agreement”) is made on this the 1st day of November 2018, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and TDEC, Inc., as the primary electrician Contractor (the “Contractor”).

WITNESSETH:

WHEREAS, the on August 12, 2018 and August 18, 2018, the City advertised for Requests for Proposals from electricians to provide on-call electrical services to the City of Alvin; and

WHEREAS, Requests for Proposals were received on or about August 23, 2018, and were extensively evaluated by the City staff; and

WHEREAS, through such evaluation by City staff it was determined that TDEC, Inc. presented the best rating based on the points of the evaluation criteria. Therefore, TDEC, Inc. will be the City’s primary on-call electrician, with DM Electrical and Construction LLC, as the secondary; and

WHEREAS, on or about November 1, 2018, the City Council awarded an On-Call Professional Electrical Services Agreement to TDEC, Inc. as the primary on-call electrician for the City;

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 parties hereby agree as follows:

I.
SCOPE OF SERVICES

- 1.1 The scope of services will be determined by individual project needs. The scope will be on going and as needed.

- a. Contractor will be available as-needed on an on-call basis, prepared to perform routine and urgent electrical maintenance and repairs at the rates stated in the attached Exhibit A.
- b. Contractor agrees to perform the services and comply with the provisions specified in the Request for Proposals, and the Request and Contractor's Response to the Request for Proposals (attached hereto as Exhibit A and incorporated by reference), comprise a part of this Agreement as if fully set forth herein and such provisions form a part of this Agreement.

II.

DUTIES OF CONTRACTOR

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment, tools, transportation, permits and insurance necessary to perform the on-call electrical services at the various City facilities.
- 2.2 Contractor warrants that is shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Brazoria County, Texas, for work of this kind.
- 2.3 Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

III.

TERM AND TERMINATION

- 3.1 Subject to the provisions of this On-Call Professional Electrical Services Agreement, the term of this Agreement shall commence on October 1, 2018 and shall end on September 30, 2019, unless terminated earlier in accordance within the provisions hereof.
- 3.2 This Agreement may be renewed for two (2) successive one-year terms on the same terms and conditions, for a total of three (3) consecutive years, at the and each renewal term shall be attached to the Agreement as an Addendum. Each renewal shall be at the sole discretion of the City and must be evidenced in writing and approved by the appropriate authorities of each party.
- 3.3 The City of Alvin may cancel this Agreement without cause upon thirty (30) days written notice prior to date of termination.
- 3.4 Without limitation to such rights or remedies as the City shall otherwise have by law, the City shall have the right to terminate this Agreement or suspend work for any reason, upon ten (10) days' written notice to the Contractor.
- 3.5 The Contractor agrees to cease all work under this Agreement upon receipt of said written notice.

IV.
COMPENSATION

- 4.1 Contractor shall perform the on-call electrical services required by this Agreement on a per request – per services performed basis.
- 4.2 Payment shall be made by the City for services rendered and upon submission of an invoice and the City’s approval of the work performed.
- 4.3 City agrees to pay Contractor a fee pursuant to the rates reflected in Contractor’s Response to the Request for Proposals, attached here to as Exhibit A, and incorporated by reference.
- 4.4 The City shall make payment within thirty (30) days upon receipt of Contractor’s invoice, pursuant to Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

V.
INSURANCE

- 5.1 Minimum insurance requirements for Contractor awarded this Agreement shall be as follows:

<u>Coverage</u>	<u>Limits of Liability</u>
------------------------	-----------------------------------

Worker’s Compensation shall conform to statutory requirements.

Comprehensive General Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000
Aggregate	\$2,000,000

- 5.2 The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

Comprehensive Automobile Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000

Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies described above,

with minimum limits of \$2,000,000.00 excess of the specified limits.

- 5.3 The City must be named as one of the insured in each of the above coverages, except Worker's Compensation.
- 5.4 Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.
- 5.5 All coverages must be with companies acceptable to the City. The Contractor will furnish the City with a copy of each insurance policy required in connection with this work.

VI.

RELEASE AND INDEMNIFICATION

- 6.1 **RELEASE: CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- 6.2 **INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**
 - a. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS' CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
 - b. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- c. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

6.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

VII. **NOTICE**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) 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:

Public Services Department
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Phone No: (281) 388-4325

TDEC, Inc.
911 South Gordon Street
Alvin, Texas 77511
Phone No.: (281) 331-3172

VIII. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and, in the event of litigation, venue will be in Brazoria County, Texas.

IN WITNESS WHEREOF, the parties have made and executed this On-Call Professional Electrician Services Agreement in multiple copies, each of which shall be an original, as of this ____day of November 2018.

CITY OF ALVIN, TEXAS

TDEC, INC.

By: _____

Junru Roland
City Manager

By: _____

Terry Droege
President



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an Agreement with MUSCO Sports Lighting, LLC, through the BuyBoard Cooperative Purchasing Network, to provide and install athletic field lighting for eight softball fields and one multi-purpose field located at Pearson Park, in an amount not to exceed \$1,472,115.28, and authorize the City Manager to sign the agreement upon legal review.

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

Summary: Pearson Park, located at 2200 Westpark Drive, is home to the Alvin Girls Softball Association and hosts many local and state tournaments. The current sport field lighting on eight softball fields and one multi-purpose field needs replacement. The current lighting system utilizes 1500-watt metal halide light fixtures mounted upon wooden poles. Many of the wooden poles are bending and twisting along with most pole mounted electrical components in need of replacement. This traditional sports lighting is very costly compared to new LED fixtures.

On February 3, 2020, the Park Board recommended and approved this project as part of the five (5) year parks capital improvement recommendations. Staff presented this project to City Council at the February 11, 2020 budget workshop. On February 20, 2020, City Council received the five (5) year parks capital improvement recommendations. August 6, 2020, City Council passed Ordinance 20-S, authorizing the issuance of Tax and Revenue Certificates of Obligation Bond, Series 2020 which included funding for this and other park projects.

Advantages of using BuyBoard cooperative purchasing network:

1. *Competitive Bid Pricing*
2. *Streamlined Purchasing Process compliant with procurement laws*
3. *Lower procurement and administrative costs*
4. *Oversight thru BuyBoard which audits the accuracy of proposals*
5. *Member Rebates*

Staff recommends MUSCO Lighting, LLC to replace the athletic field lighting at Pearson Park. MUSCO Lighting, LLC is a premier athletic field lighting provider whose product includes a twenty-five (25) year maintenance warranty. A representative from MUSCO Sports Lighting, LLC will be present at the City Council meeting.

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

Funding Account: _____ **Amount:** \$1,472,115.28 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 9/23/2020 SLH

Supporting documents attached:

- MUSCO Lighting Quote – Pearson Park
- Softball Field Lighting Plan
- Multi-purpose Field Lighting Plan

Recommendation: Move to approve an Agreement with MUSCO Sports Lighting, LLC, through the BuyBoard Cooperative Purchasing Network, to provide and install athletic field lighting for eight softball fields and one multi-purpose field located at Pearson Park, in an amount not to exceed \$1,472,115.28; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Project: Pearson Park Ballfields

Alvin, TX

Ref: 176480

Date: September 17th, 2020

BuyBoard

Master Project: 196290, **Contract Number:** 592-19, **Expiration:** 09/30/2021

Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:

BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Ballfield & Soccer Field Lighting -\$1,388,788

Contingency (6%) -\$83,327.28 (adder)

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformities.
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

System Description

- Pre-cast concrete bases with integrated lightning grounding.
- Galvanized steel poles.
- Factory wired and tested remote electrical component enclosures.
- Pole length, factory assembled wire harnesses.
- Factory wired pole top luminaire assemblies.
- Factory aimed and assembled luminaires, including BallTracker™ luminaires.
- Spill light and Off-site glare light minimized.
- UL Listed assemblies.

Control Systems and Services

- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment.
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

Installation Services Provided

Scope of Work to follow.



Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19**

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2012 IBC, 150 mph, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- Pricing based on 176480A-Soccer scans and 176480B Ballfield scans.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Sam Yaeger
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 832-975-4398
E-mail: Sam.Yaeger@musco.com

**Pearson Park Ballfields/Soccer
Alvin, TX
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing private underground utilities not covered by standard utility locates. (i.e. water lines, electrical lines, irrigation systems and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout if necessary.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Saw cutting, patching and replacement of any concrete.
6. Any necessary power company fees and requirements.
7. Provide area on site for disposal of augured drilling spoils from foundation excavation.
8. Removal and replacement of fencing necessary for access to pole locations.
9. Provide electrical plans as required.
10. Costs for replacing existing conduit and wire that has been assumed to be in usable condition.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, pole harnesses and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist installing subcontractors and assure responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain and pay for any required permitting.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction to utilities that were properly located.



7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing wooden lighting poles, luminaires, and electrical component enclosures. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
2. Leave existing power feed and ground in place for connection to new pole locations.

Foundations, Poles and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided.
2. Provide equipment and materials to install (30) Light Structure System foundations drawings, if applicable.
3. Remove augured drilling spoils to owner designated location at jobsite.
4. Provide labor, materials and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment and materials to assemble and erect (30) Light Structure System poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials and equipment to reuse existing electrical conduit and wiring where possible for Softball Fields. Intercept existing conduits and extend circuits to new pole locations.
2. Remove existing lighting control cabinet on existing rack near Softball fields.
3. Provide labor, materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as per electrical design.
4. Provide as-built drawings on completion of installation.
5. Replace wire gutter and install new conduit and wire around perimeter of Soccer Field.

Control System:

1. Provide labor, equipment and materials to install (3) Lighting Contactor Cabinets and terminate all necessary wiring. One cabinet to be used for Soccer field and two cabinets will be installed for Softball fields.
2. Provide a dedicated 120-volt, 20-amp controls circuit or a stepdown transformer for 120-volt control circuit if not available.
3. Check all Zones to make sure they work in both auto and manual mode.
4. Contractor will commission Control-Link® by contacting Control Link Central™ at 877-347-3319.

Pearson Park Ballfields

Alvin, TX

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	2	TLC-LED-1200	2.34 kW	A
		60'	1	TLC-LED-900	0.89 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
A3-A4	60'	60'	2	TLC-LED-1200	2.34 kW	C
		60'	1	TLC-LED-900	0.89 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
A5-A6	60'	60'	2	TLC-LED-1200	2.34 kW	E
		60'	1	TLC-LED-900	0.89 kW	E
		16'	1	TLC-BT-575	0.58 kW	E
A7-A8	60'	60'	2	TLC-LED-1200	2.34 kW	F
		60'	1	TLC-LED-900	0.89 kW	F
		16'	1	TLC-BT-575	0.58 kW	F
A9-A10	60'	60'	2	TLC-LED-1200	2.34 kW	H
		60'	1	TLC-LED-900	0.89 kW	H
		16'	1	TLC-BT-575	0.58 kW	H
A11-A12	60'	60'	2	TLC-LED-1200	2.34 kW	G
		60'	1	TLC-LED-900	0.89 kW	G
		16'	1	TLC-BT-575	0.58 kW	G
A13-A14	60'	60'	1	TLC-LED-1200	1.17 kW	B
		60'	3	TLC-LED-900	2.67 kW	B
A15-A16	60'	60'	1	TLC-LED-1200	1.17 kW	D
		60'	2	TLC-LED-900	1.78 kW	D
B1-B2	70'	70'	5	TLC-LED-1500	7.15 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
B3-B4	70'	70'	5	TLC-LED-1500	7.15 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
B5	60'	60'	4	TLC-LED-1500	5.72 kW	E
		16'	1	TLC-BT-575	0.58 kW	E
B6	60'	60'	4	TLC-LED-1500	5.72 kW	E
		60'	4	TLC-LED-1500	5.72 kW	F
		16'	1	TLC-BT-575	0.58 kW	F
		16'	1	TLC-BT-575	0.58 kW	E
B7	60'	60'	4	TLC-LED-1500	5.72 kW	F
		16'	1	TLC-BT-575	0.58 kW	F
B8	70'	70'	4	TLC-LED-1500	5.72 kW	H
		16'	1	TLC-BT-575	0.58 kW	H
		70'	4	TLC-LED-1500	5.72 kW	H
B9	70'	70'	4	TLC-LED-1500	5.72 kW	G
		70'	4	TLC-LED-1500	5.72 kW	G
		16'	1	TLC-BT-575	0.58 kW	G

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Pearson Park Ballfields

Alvin, TX

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
		16'	1	TLC-BT-575	0.58 kW	H
B10	70'	70'	4	TLC-LED-1500	5.72 kW	G
		16'	1	TLC-BT-575	0.58 kW	G
26			126		140.50 kW	

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Pearson Park Ballfields

Alvin, TX

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball 1	23.06 kW	20
B	Softball 2	7.68 kW	8
C	Softball 3	23.06 kW	20
D	Softball 4	5.9 kW	6
E	Softball 5-A	20.2 kW	18
F	Softball 5-B	20.2 kW	18
G	Softball 6-A	20.2 kW	18
H	Softball 6-B	20.2 kW	18

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	52
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	24
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	22
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	28

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Property Line Spill	Horizontal Illuminance	0.04	0	0.24	0.00		A,B,C,D,E, F,G,H	126
Property Line Spill	Max Candela Metric	1347	0	6912	0.00		A,B,C,D,E, F,G,H	126
Property Line Spill	Max Vertical Illuminance Metric	0.08	0	0.49	0.00		A,B,C,D,E, F,G,H	126
Softball 1 (Infield)	Horizontal Illuminance	53.4	35	63	1.82	1.53	A	20
Softball 1 (Outfield)	Horizontal Illuminance	30.4	20	42	2.14	1.52	A	20
Softball 2 (Infield)	Horizontal Illuminance	37	26	42	1.60	1.42	B	8
Softball 2 (Outfield)	Horizontal Illuminance	26.2	19	33	1.69	1.38	B	8
Softball 3 (Infield)	Horizontal Illuminance	52.3	34	62	1.85	1.54	C	20
Softball 3 (Outfield)	Horizontal Illuminance	31	22	43	1.95	1.41	C	20
Softball 4 (Infield)	Horizontal Illuminance	32.3	23	39	1.74	1.41	D	6
Softball 4 (Outfield)	Horizontal Illuminance	25.4	17	30	1.75	1.49	D	6
Softball 5-A (Infield)	Horizontal Illuminance	51.8	35	62	1.75	1.48	E	18
Softball 5-A (Outfield)	Horizontal Illuminance	30.9	19	44	2.34	1.63	E	18
Softball 5-B (Infield)	Horizontal Illuminance	52.2	35	62	1.78	1.49	F	18
Softball 5-B (Outfield)	Horizontal Illuminance	31.4	19	43	2.25	1.65	F	18
Softball 6-A (Infield)	Horizontal Illuminance	52.7	38	62	1.63	1.39	G	18
Softball 6-A (Outfield)	Horizontal Illuminance	32.3	18	42	2.31	1.80	G	18
Softball 6-B (Infield)	Horizontal Illuminance	52.3	38	62	1.62	1.38	H	18
Softball 6-B (Outfield)	Horizontal Illuminance	32	19	42	2.22	1.68	H	18

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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-1500	5	5	0
				TOTALS			20	20

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 1
Size: 230'/220'/230' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	53.41	30.38
Maximum:	63	42
Minimum:	35	20
Avg / Min:	1.55	1.55
Guaranteed Max / Min:	2	2.5
Max / Min:	1.82	2.14
UG (adjacent pts):	1.27	1.36
CU:	0.68	
No. of Points:	25	94

LUMINAIRE INFORMATION

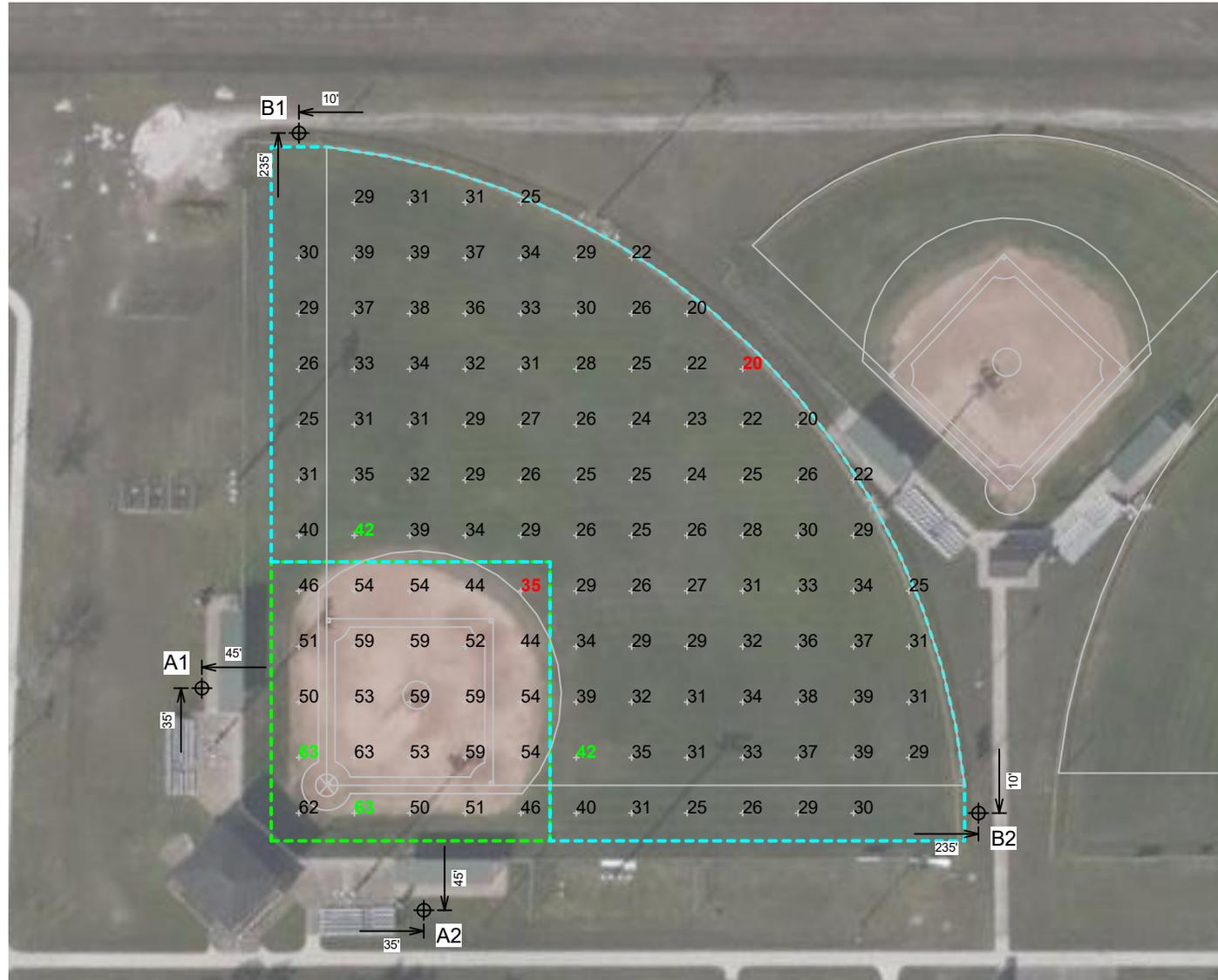
Applied Circuits: A
No. of Luminaires: 20
 Total Load: 23.06 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

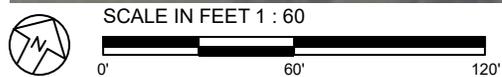
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A13-A14	60'	-	60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-900	3	3	0
2	TOTALS					8	8	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 2
Size: 128'/128'/128' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	30	20
Scan Average:	36.95	26.20
Maximum:	42	33
Minimum:	26	19
Avg / Min:	1.40	1.36
Guaranteed Max / Min:	2.5	3
Max / Min:	1.60	1.69
UG (adjacent pts):	1.30	1.55
CU:	0.69	
No. of Points:	25	17

LUMINAIRE INFORMATION

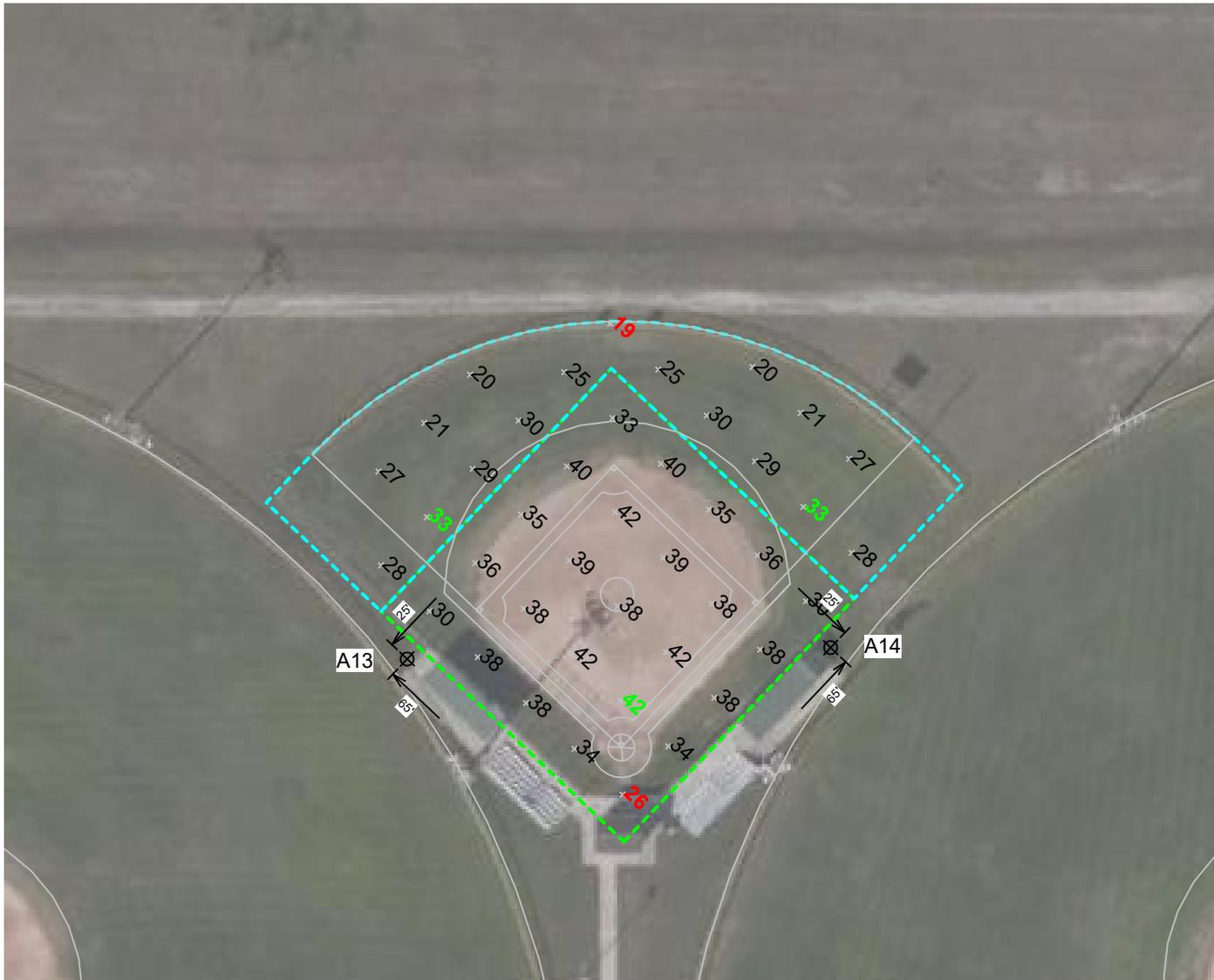
Applied Circuits: B
No. of Luminaires: 8
Total Load: 7.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 50



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \otimes



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-1500	5	5	0
				TOTALS			20	20

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 3
Size: 230'/220'/230' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	52.28	30.97
Maximum:	62	43
Minimum:	34	22
Avg / Min:	1.56	1.40
Guaranteed Max / Min:	2	2.5
Max / Min:	1.85	1.95
UG (adjacent pts):	1.28	1.69
CU:	0.69	
No. of Points:	25	94

LUMINAIRE INFORMATION

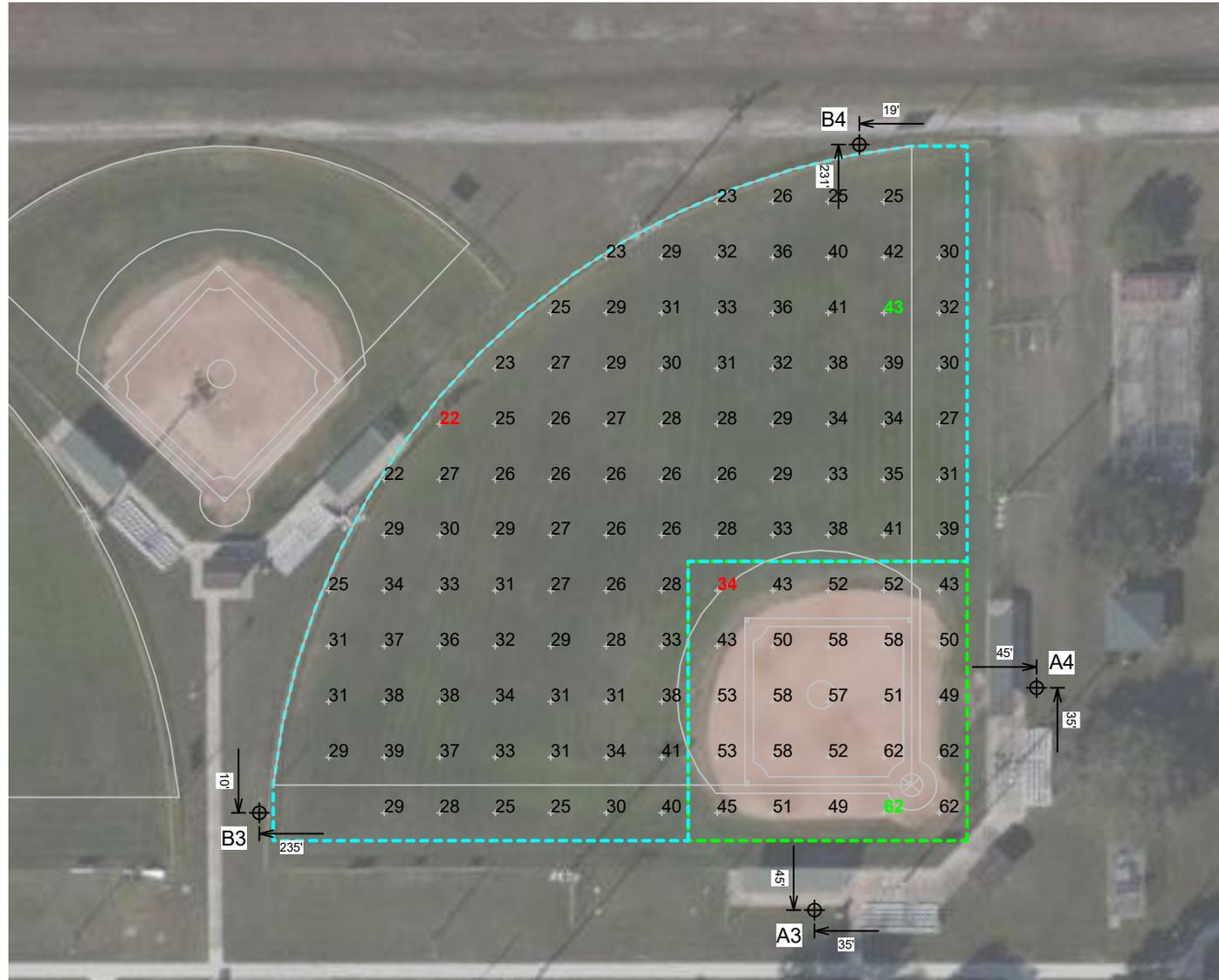
Applied Circuits: C
No. of Luminaires: 20
 Total Load: 23.06 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A15-A16	60'	-	60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-900	2	2	0
2	TOTALS					6	6	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 4
Size: Irregular 106' / 117' / 104'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	30	20
Scan Average:	32.34	25.37
Maximum:	39	30
Minimum:	23	17
Avg / Min:	1.42	1.46
Guaranteed Max / Min:	2.5	3
Max / Min:	1.74	1.75
UG (adjacent pts):	1.58	1.46
CU:	0.66	
No. of Points:	25	8

LUMINAIRE INFORMATION

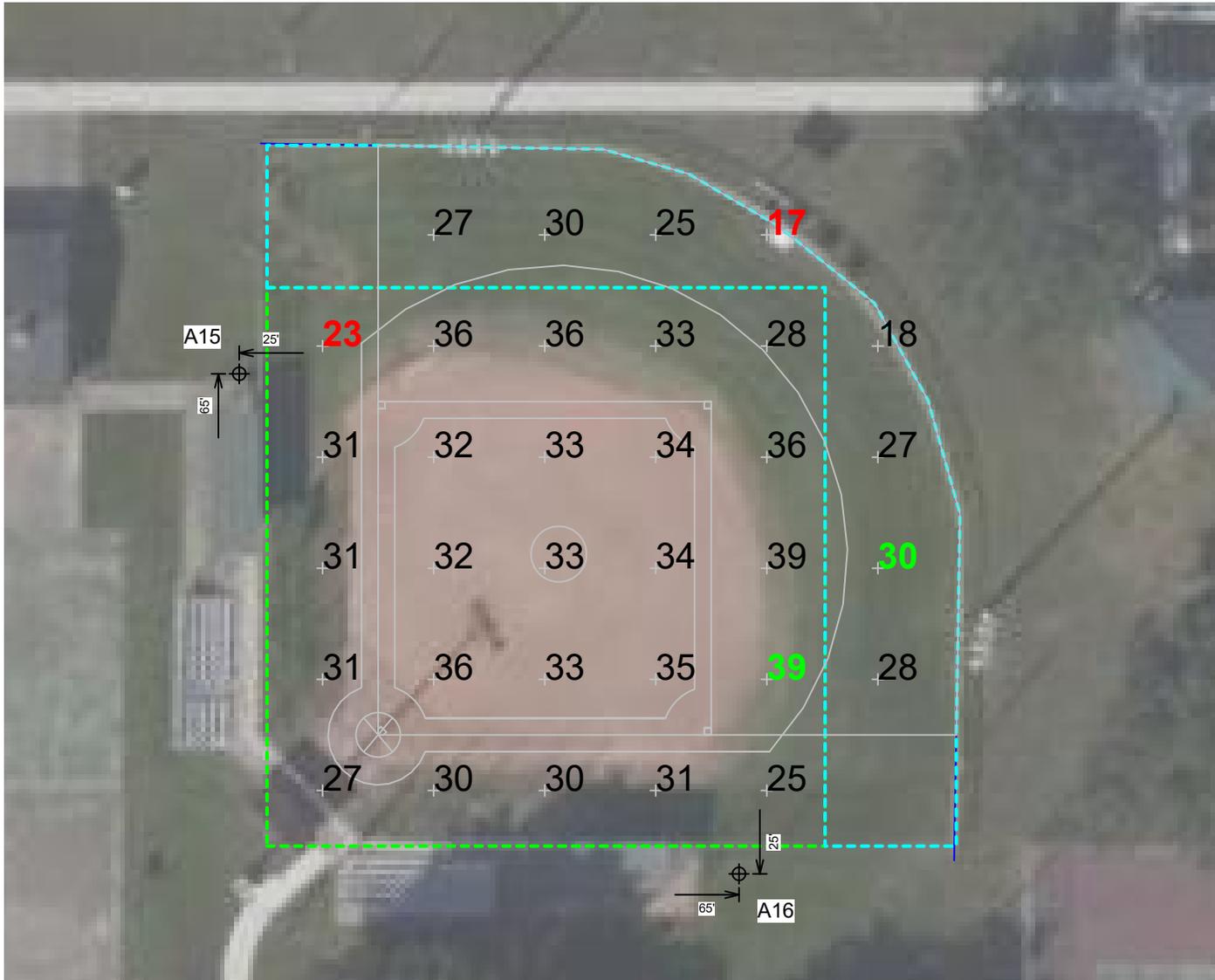
Applied Circuits: D
No. of Luminaires: 6
 Total Load: 5.9 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 30



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A5-A6	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
1	B5	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1500	4	4	0
				15.5'	TLC-BT-575	1/1*	1	1
1	B6	60'	-	15.5'	TLC-BT-575	4/4*	4	4
				60'	TLC-LED-1500	4/4*	4	4
4	TOTALS					23	18	5

* This structure utilizes a back-to-back mounting configuration



Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 5-A
Size: 200'/200'/200' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.79	30.88
Maximum:	62	44
Minimum:	35	19
Avg / Min:	1.47	1.65
Guaranteed Max / Min:	2	2.5
Max / Min:	1.75	2.34
UG (adjacent pts):	1.29	1.76
CU:	0.66	
No. of Points:	25	73

LUMINAIRE INFORMATION

Applied Circuits: E
No. of Luminaires: 18
 Total Load: 20.2 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 50



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A7-A8	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
1	B6	60'	-	15.5'	TLC-BT-575	1/1*	1	1
				60'	TLC-LED-1500	4/4*	4	4
				15.5'	TLC-BT-575	1	1	0
1	B7	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1500	4	4	0
4	TOTALS					23	18	5

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name:	Softball 5-B
Size:	200'/200'/200' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	52.23	31.37
Maximum:	62	43
Minimum:	35	19
Avg / Min:	1.51	1.65
Guaranteed Max / Min:	2	2.5
Max / Min:	1.78	2.25
UG (adjacent pts):	1.30	1.84
CU:	0.67	
No. of Points:	25	73

LUMINAIRE INFORMATION	
Applied Circuits:	F
No. of Luminaires:	18
Total Load:	20.2 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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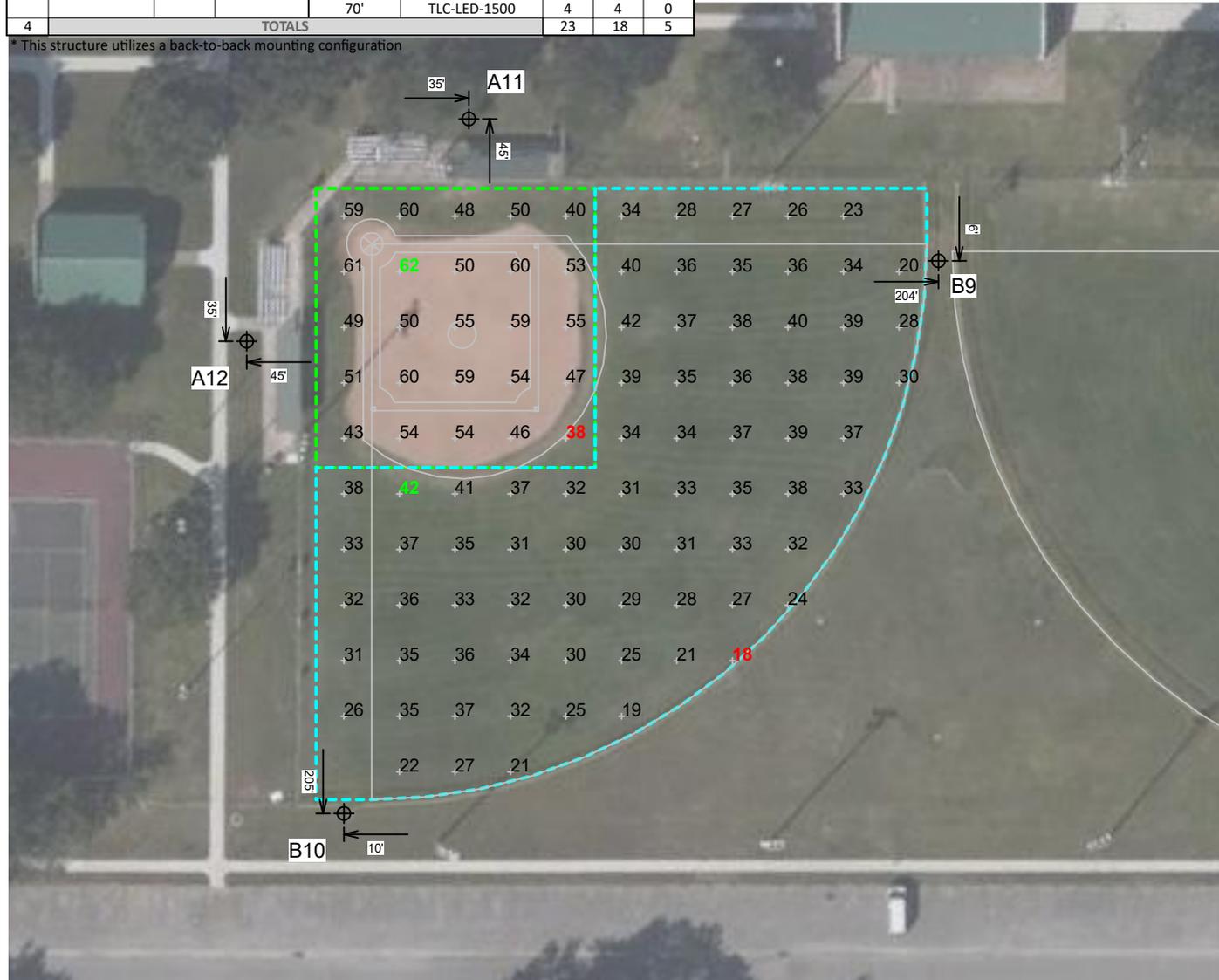
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A11-A12	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
1	B9	70'	-	15.5'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1500	4/4*	4	4
1	B10	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-1500	4	4	0
4	TOTALS					23	18	5

* This structure utilizes a back-to-back mounting configuration



Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 6-A
Size: 200'/200'/200' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	52.70	32.34
Maximum:	62	42
Minimum:	38	18
Avg / Min:	1.40	1.76
Guaranteed Max / Min:	2	2.5
Max / Min:	1.63	2.31
UG (adjacent pts):	1.30	1.76
CU:	0.69	
No. of Points:	25	73

LUMINAIRE INFORMATION

Applied Circuits: G
No. of Luminaires: 18
 Total Load: 20.2 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 60

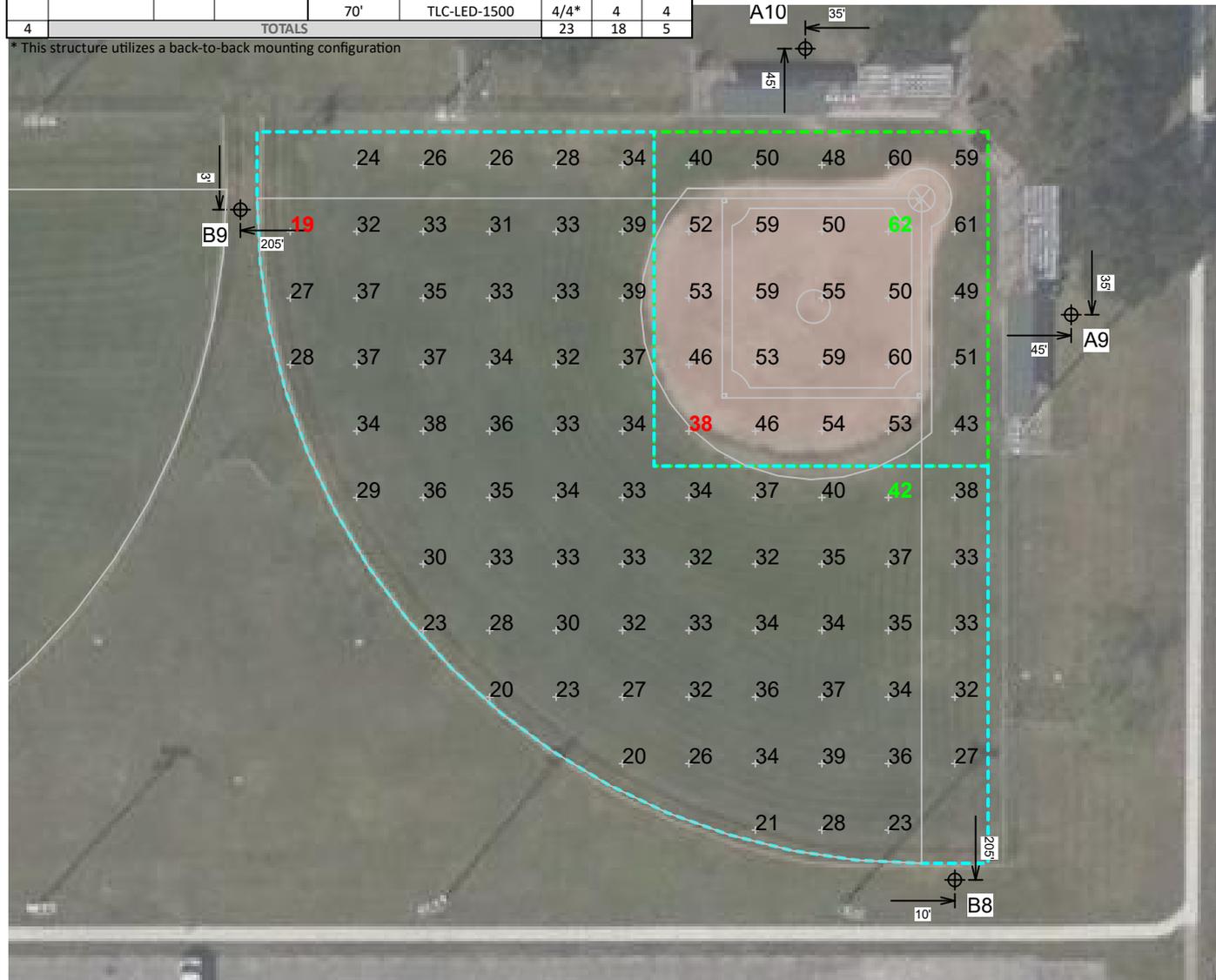


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A9-A10	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	2	2	0
1	B8	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-1500	4	4	0
				15.5'	TLC-BT-575	1/1*	1	1
1	B9	70'	-	15.5'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1500	4/4*	4	4
4	TOTALS					23	18	5

* This structure utilizes a back-to-back mounting configuration



Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Softball 6-B
Size: 200'/200'/200' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	52.29	32.00
Maximum:	62	42
Minimum:	38	19
Avg / Min:	1.38	1.71
Guaranteed Max / Min:	2	2.5
Max / Min:	1.62	2.22
UG (adjacent pts):	1.29	1.68
CU:	0.68	
No. of Points:	25	73

LUMINAIRE INFORMATION

Applied Circuits: H
No. of Luminaires: 18
 Total Load: 20.2 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 50



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY	
Name:	Property Line Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0363
Maximum:	0.24
Minimum:	0.00
No. of Points:	51
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D, E, F, G, H
No. of Luminaires:	126
Total Load:	140.5 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: - Spill numbers include all fixtures



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY	
Name:	Property Line Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0776
Maximum:	0.49
Minimum:	0.00
No. of Points:	51
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D, E, F, G, H
No. of Luminaires:	126
Total Load:	140.5 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: - Spill numbers include all fixtures



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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Pearson Park Ballfields

Alvin, TX

GRID SUMMARY	
Name:	Property Line Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 1347.0531
Maximum:	6912.06
Minimum:	0.00
No. of Points:	51
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D, E, F, G, H
No. of Luminaires:	126
Total Load:	140.5 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: - Spill numbers include all fixtures



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ENGINEERED DESIGN By: Jake McCrea · File #176480B · 14-Aug-20

ILLUMINATION SUMMARY

Pearson Park Ballfields

Alvin, TX



EQUIPMENT LAYOUT

INCLUDES:

- Softball 1
- Softball 2
- Softball 3
- Softball 4
- Softball 5-A
- Softball 5-B
- Softball 6-A
- Softball 6-B

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		QTY / POLE
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	
12	A1-A12	60'	-	60'	TLC-LED-900	1
				15.5'	TLC-BT-575	1
				60'	TLC-LED-1200	2
2	A13-A14	60'	-	60'	TLC-LED-1200	1
				60'	TLC-LED-900	3
2	A15-A16	60'	-	60'	TLC-LED-1200	1
				60'	TLC-LED-900	2
4	B1-B4	70'	-	15.5'	TLC-BT-575	1
				70'	TLC-LED-1500	5
1	B5	60'	-	15.5'	TLC-BT-575	1
				60'	TLC-LED-1500	4
1	B6	60'	-	15.5'	TLC-BT-575	1/1*
				60'	TLC-LED-1500	4/4*
1	B7	60'	-	15.5'	TLC-BT-575	1
				60'	TLC-LED-1500	4
1	B8	70'	-	15.5'	TLC-BT-575	1
				70'	TLC-LED-1500	4
1	B9	70'	-	15.5'	TLC-BT-575	1/1*
				70'	TLC-LED-1500	4/4*
1	B10	70'	-	15.5'	TLC-BT-575	1
				70'	TLC-LED-1500	4
26	TOTALS					126

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.5	8.1	7.4	6.4	5.1	4.7	3.7
TLC-BT-575	3.1	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-900	5.1	5.6	4.6	4.0	3.2	2.9	2.3
TLC-LED-1200	7.0	6.6	6.1	5.2	4.2	4.0	3.0



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SCALE IN FEET 1 : 200



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Pearson Park Ballfields

Alvin, TX

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1-S4	70'	70'	7	TLC-LED-1500	10.01 kW	A
4			28		40.04 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A		40.04 kW	28

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	28

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Property Line Spill	Horizontal	0	0	0.01	0.00		A	28
Property Line Spill	Max Candela (by Fixture)	695	2.33	1921	823.39	298.47	A	28
Property Line Spill	Max Vertical Illuminance Metric	0.01	0	0.02	0.00		A	28
Soccer	Horizontal Illuminance	32.1	24	42	1.71	1.34	A	28

From Hometown to Professional



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	TLC-LED-1500	7	7	0
TOTALS						28	28	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Soccer
Size: 400' x 245'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid	
Guaranteed Average:	30
Scan Average:	32.09
Maximum:	42
Minimum:	24
Avg / Min:	1.31
Guaranteed Max / Min:	2.5
Max / Min:	1.71
UG (adjacent pts):	1.64
CU:	0.84
No. of Points:	126

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 28
Total Load: 40.04 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 100



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	TLC-LED-1500	7	7	0
TOTALS						28	28	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Property Line Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.0017
Maximum: 0.01
Minimum: 0.00
No. of Points: 31

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 28
Total Load: 40.04 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 200



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	TLC-LED-1500	7	7	0
TOTALS						28	28	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Property Line Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAX VERTICAL FOOTCANDLES

Entire Grid
Scan Average: 0.0076
Maximum: 0.02
Minimum: 0.00
No. of Points: 31

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 28
Total Load: 40.04 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 200



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	TLC-LED-1500	7	7	0
TOTALS						28	28	0

Pearson Park Ballfields

Alvin, TX

GRID SUMMARY

Name: Property Line Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

CANDELA (PER FIXTURE)

Entire Grid
Scan Average: 695.4399
Maximum: 1921.45
Minimum: 2.33
No. of Points: 31

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 28
Total Load: 40.04 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 200



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Jake McCrea · File #176480A - Soccer · 18-Aug-20



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ILLUMINATION SUMMARY

Pearson Park Ballfields

Alvin, TX

EQUIPMENT LAYOUT

INCLUDES:

· Soccer

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

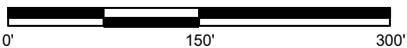
QTY	Pole			Luminaires		QTY / POLE
	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	
4	S1-S4	70'	-	70'	TLC-LED-1500	7
4	TOTALS					28

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.5	8.1	7.4	6.4	5.1	4.7	3.7



SCALE IN FEET 1 : 150



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \otimes

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EQUIPMENT LAYOUT



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider the purchase of a Vactor Trailer Jet machine from Kinloch Equipment and Supply, Inc., through the BuyBoard Cooperative Purchasing Network in an amount not to exceed \$61,326.00.

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

Summary: The Vactor Trailer Jet machine is utilized in the wastewater collection system for cleaning small diameter sewer pipes, removing debris from inside the pipes, and unclogging sewer stoppages. This machine has a high-pressure hose to blast water through the sewer lines. The combination of high-pressure and water makes for a very effective method to clean and clear any obstructions inside your pipes without causing damages. The City currently owns an O'Brien Trailer Jet machine that is eight (8) years old. The current unit is broken, has been taken out of service, and has served its useful life.

Funding for this trailer will come from remaining bond proceeds from the 2015 Tax & Revenue Certificate of Obligations.

Staff recommends approval of the purchase.

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

Funding Account: 235-6003-00-4150
M&E **Amount:** \$61,326 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 9/23/2020 SLH

Supporting documents attached:

- Kinloch Equipment and Supply, Inc. BuyBoard quote

Recommendation: Move to approve the purchase of a Vactor Trailer Jet machine through the BuyBoard Cooperative Purchasing Network from Kinloch Equipment and Supply, Inc., in an amount not to exceed \$61,326.00

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

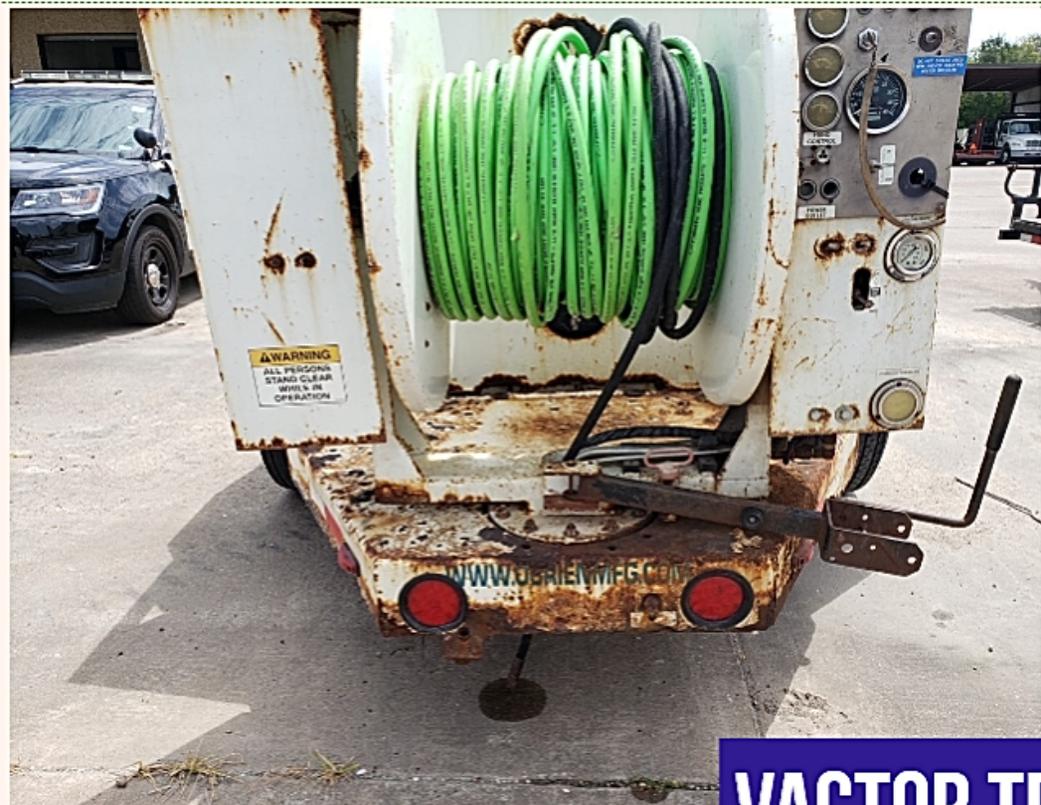


Kinloch
Equipment & Supply, Inc.
www.kinlochequip.com

Equipment Quote

Kinloch Equipment & Supply
3320 Pasadena Blvd
Pasadena, Tx 77503
713-473-6213 Office
713-473-7858 Fax
800-231-6929 Toll Free

Quoted To/Bill To:		Ship To:			
Customer:	City of Alvin	Customer:			
Address:		Address:			
City:		City:			
State, Zip:		State, Zip:			
Attn:		Attn:			
Date:	Customer ID:	Customer PO#:	Delivered to Cust. By:		
September 14, 2020					
Qty.	Item#	Description	Cost	Unit Price	Extension
1		Vactor Trailer Jet			\$ -
		18 GPM @ 4000 PSI			\$ -
		300 Gallon Water Tank			\$ -
		Hatz 49 HP Diesel Engine Tier IV			\$ -
		Triplex Plunger Run Dry Pump			\$ -
		Tier 4 Basic Control Panel			\$ -
		Auto Shutdown (for High Engine			\$ -
		Temp/Low Oil Pressure)			\$ -
		Water Recirculation & Anti-Freeze Sys			\$ -
		Pulsation System			\$ -
		Shrouded Engine			\$ -
		Standard Pivot Hose Reel			\$ -
		1/2" x 500' Piranha Sewer Hose			\$ -
		Manual Hose Guide			\$ -
		Hydraulic Driven Hose Reel			\$ -
		Single 7000 lbs. Torsion Bar Axle			\$ -
		D.O.T. Approved LED Lighting			\$ -
		42" Aluminum Tool Box			\$ -
		Aluminum Rims			\$ -
		2 5/16" Ball Hitch			\$ -
		Black Rounded Fenders			\$ -
		10' Leader Hose			\$ -
		1/2" RPD 3R/1F Nozzle			\$ -
		1/2" RPD 6R Nozzle			\$ -
		Finned Nozzle Extension			\$ -
		3" Tiger Tail			\$ -
		Nozzle Rack			\$ -
		2 1/2" x 25' Hydrant Hose			\$ -
		Emergency Stop Button			\$ -
		Footage Counter			\$ -
		Fill Hose Storage Rack			\$ -
		Manhole Roller			\$ -
Salesman:	Notes:		Subtotal:	\$ 59,526.00	
	This quote expires 12/31/2020		Freight:	\$ 1,800.00	
	This quote is in accordance with BuyBoard Contract # 593-19.		Tax:	\$ -	
			Total:	\$ 61,326.00	



VACTOR TRAILER JET





AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider award of bid to Tandem Services, LLC, for the 2020 Sidewalk Project in an amount not to exceed \$176,827.20, and authorize the City Manager to sign the contract upon legal review.

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

Summary: On August 4, 2020, bids were opened for the 2020 Sidewalk Project (B-20-09), and Tandem Services, LLC was the *qualified* bidder. This contractor has worked on a previous City of Alvin project and Staff was pleased with the quality of work performed. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed. The low bidder, Total Plan Contractors, Inc., is not being recommended to receive the bid due to a very limited previous project history, never having worked for a public entity, and not providing any references.

Project Budget: \$250,000

Contract Amount: \$160,752.00

10% Contingency: \$ 16,075.20

Total Amount: \$176,827.20

This project is identified as project 2 on the Quarterly CIP Report and consists of the installation of concrete sidewalks to provide adequate pedestrian access in areas of the City where pedestrians are frequently observed. Specific project locations include: Pearson Road (new sidewalk, east side, between Johnson Street and FM 1462), Durant Street (new sidewalk, west side, between Adoue Street and Sealy Street), Dumble Street (south side, between College Street and Clark Street), and Clark Street (west side, between Dumble Street and Fairview Drive).

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

This project will be funded from the Sales Tax Fund.

Staff recommends approval.

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

Funding Account: 312-5501-00-9014 Amount: \$176,827.20 1295 Form Required? Yes No

Legal Review Required: N/A Required Date Completed: 9/23/2020 SLH

Supporting documents attached:

- Bid Tabulation
 - Tandem Services, LLC – Proposal
 - Total Plan Contractors, Inc. – Rejected Proposal
-

Recommendation: Move to award bid to Tandem Services, LLC, for the 2020 Sidewalk Project in an amount not to exceed \$176,827.20, and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

PROPOSAL

2020 Sidewalk Project			Quantity Per Location			Total Quantity All Locations	Total Plan Contractors, INC.		Greenscapes Six, LLC		Teamwork Construction Services, INC.		Tandem Services, LLC		HTI Construction, INC.	
Item	Description	Unit	Clark/Dumble Street	Durant Street	Pearson Road		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization Complete in Place	LS				1	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$19,500.00	\$19,500.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
2	Traffic Control - Complete in Place	LS				1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
3	Storm Water Pollution Prevention - Complete in Place	LS				1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00
4	18" Reinforced Concrete Pipe, Including Rubber Gasket - Complete in Place	LF	0	0	8	8	\$250.00	\$2,000.00	\$500.00	\$4,000.00	\$95.00	\$760.00	\$90.00	\$720.00	\$100.00	\$800.00
5	Adjust Manhole, Inlets, Valve Boxes to Grade - Complete in Place	EA	2	3	0	5	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$395.00	\$1,975.00	\$950.00	\$4,750.00	\$200.00	\$1,000.00
8	8" Stabilized Limestone Subgrade Compacted Complete in Place	SY	0	0	120	120	\$15.00	\$1,800.00	\$60.00	\$7,200.00	\$42.00	\$5,040.00	\$20.00	\$2,400.00	\$20.00	\$2,400.00
11	6" Reinforced Concrete Driveway Apron - Complete in Place	SY	136	0	192	328	\$52.00	\$17,056.00	\$70.00	\$22,960.00	\$92.00	\$30,176.00	\$70.00	\$22,960.00	\$81.00	\$26,568.00
12	4' Wide, 4" Reinforced Concrete Sidewalk With Footer - Complete in Place	SY	0	0	110	110	\$38.00	\$4,180.00	\$55.00	\$6,050.00	\$98.00	\$10,780.00	\$65.00	\$7,150.00	\$100.00	\$11,000.00
13	4' Wide, 4" Thick Reinforced Concrete Sidewalk - Complete in Place	SY	180	409	292	881	\$31.00	\$27,311.00	\$50.00	\$44,050.00	\$82.00	\$72,242.00	\$58.00	\$51,098.00	\$63.00	\$55,503.00
14	4' Wide, 6" Reinforced Concrete Sidewalk - Complete in Place	SY	0	183	0	183	\$42.00	\$7,686.00	\$55.00	\$10,065.00	\$89.00	\$16,287.00	\$62.00	\$11,346.00	\$65.00	\$11,895.00
15	Barrier Free Concrete Ramp (Single) Including Detectable Warning Device - Complete in Place	EA	3	2	4	9	\$920.00	\$8,280.00	\$2,000.00	\$18,000.00	\$1,650.00	\$14,850.00	\$1,550.00	\$13,950.00	\$2,500.00	\$22,500.00
16	Concrete Saw Cut Full Depth Complete in Place	LF	30	0	0	30	\$1.00	\$30.00	\$25.00	\$750.00	\$45.00	\$1,350.00	\$10.00	\$300.00	\$17.00	\$510.00
17	Asphalt Saw Cut Full Depth Complete in Place	LF	40	225	75	340	\$0.50	\$170.00	\$20.00	\$6,800.00	\$12.00	\$4,080.00	\$10.00	\$3,400.00	\$2.50	\$850.00
18	Pavement Marking 24" White - Complete in Place	LF	124	10	50	184	\$8.00	\$1,472.00	\$10.00	\$1,840.00	\$9.60	\$1,766.40	\$7.50	\$1,380.00	\$5.00	\$920.00
19	Pavement Marking White 12" x 18" Yield Triangles - Complete in Place	EA	20	0	0	20	\$40.00	\$800.00	\$50.00	\$1,000.00	\$54.00	\$1,080.00	\$12.50	\$250.00	\$300.00	\$6,000.00
20	Traffic Signage - "Yield to Pedestrians" Sign R1-5 per TMUTCD - Complete in Place	EA	2	0	0	2	\$450.00	\$900.00	\$500.00	\$1,000.00	\$456.00	\$912.00	\$375.00	\$750.00	\$1,500.00	\$3,000.00
21	Type "D" Asphalt, 2" Thick - Complete in Place	SY	0	0	120	120	\$20.00	\$2,400.00	\$60.00	\$7,200.00	\$30.50	\$3,660.00	\$40.00	\$4,800.00	\$30.00	\$3,600.00
22	Type "D" Asphalt, 1 Foot Wide, 2" Thick, Next to Curb & Gutter - Complete in Place	SY	40	225	75	340	\$20.00	\$6,800.00	\$30.00	\$10,200.00	\$30.50	\$10,370.00	\$40.00	\$13,600.00	\$36.00	\$12,240.00
23	Solid Sod St. Augustine Complete in Place	SY	289	350	469	1,108	\$8.00	\$8,864.00	\$7.00	\$7,756.00	\$4.44	\$4,919.52	\$6.00	\$6,648.00	\$5.00	\$5,540.00
TOTAL BID							Total	\$109,249.00	Total	\$167,371.00	Total	\$209,747.92	Total	\$160,752.00	Total	\$177,326.00

COPY

PROPOSAL

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

FROM: **Contractor / Bidder:** Tandem Services, LLC

2020 Sidewalk Project
Bid Number: B-20-09
Account Number: 312-5501-00-9014

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **90 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

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

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

PROPOSAL

2020 Sidewalk Project		Quantity Per Location					Total Quantity All Locations	Unit Price	Total	Written Total
Item	Description	Unit	Clark/Dumble Street	Durant Street	Persimmon Road					
1	Mobilization Complete in Place	LS					1	\$10,000.00	Ten Thousand Dollars and Zero Cents	
2	Traffic Control - Complete in Place	LS					1	\$4,000.00	Four Thousand Dollars and Zero Cents	
3	Storm Water Pollution Prevention - Complete in Place	LS					1	\$1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents	
4	18" Reinforced Concrete Pipe, Including Rubber Gasket - Complete in Place	LF	0	0	8		8	\$90.00	Seven Hundred Twenty Dollars and Zero Cents	
5	Adjust Manhole Inlets, Valve Boxes to Grade - Complete in Place	EA	2	3	0		5	\$950.00	Four Thousand Seven Hundred Fifty Dollars and Zero Cents	
6	8" Stabilized Limestone Subgrade Compacted Complete in Place	SY	0	0	120		120	\$20.00	Two Thousand Four Hundred Dollars and Zero Cents	
7	6" Reinforced Concrete Driveway Apron - Complete in Place	SY	136	0	192		328	\$70.00	Twenty-Two Thousand Nine Hundred Sixty Dollars and Zero Cents	
8	4" Wide, 4" Reinforced Concrete Sidewalk With Footer - Complete in Place	SY	0	0	110		110	\$65.00	Seven Thousand One Hundred Fifty Dollars and Zero Cents	
9	4" Wide, 4" Thick Reinforced Concrete Sidewalk - Complete in Place	SY	180	409	292		881	\$58.00	Fifty-One Thousand Ninety-Eight Dollars and Zero Cents	
10	4" Wide, 6" Reinforced Concrete Sidewalk - Complete in Place	SY	0	183	0		183	\$62.00	Eleven Thousand Three Hundred Forty-Six Dollars and Zero Cents	
11	Barrier Free Concrete Ramp (Single) Including Detectable Warning Device - Complete in Place	EA	3	2	4		9	\$1,550.00	Thirteen Thousand Nine Hundred Fifty Dollars and Zero Cents	
12	Concrete Saw Cut Full Depth Complete in Place	LF	30	0	0		30	\$10.00	Three Hundred Dollars and Zero Cents	
13	Asphalt Saw Cut Half Depth Complete in Place	LF	40	225	75		340	\$10.00	Three Thousand Four Hundred Dollars and Zero Cents	
14	Pavement Marking 24" White - Complete in Place	LF	124	0	50		184	\$7.50	One Thousand Three Hundred Eighty Dollars and Zero Cents	
15	Pavement Marking White 12" x 18" Yield Triangles - Complete in Place	EA	20	0	0		20	\$12.50	Two Hundred Fifty Dollars and Zero Cents	
16	Traffic Signage - "Yield to Pedestrians" Sign R1-5 per MUTCD - Complete in Place	EA	2	0	0		2	\$375.00	Seven Hundred Fifty Dollars and Zero Cents	
17	Type "D" Asphalt, 2" Thick - Complete in Place	SY	0	0	120		120	\$40.00	Four Thousand Eight Hundred Dollars and Zero Cents	
18	Type "D" Asphalt, 1 Foot Wide, 2" Thick Next to Curb & Gutter - Complete in Place	SY	40	225	75		340	\$40.00	Thirteen Thousand Six Hundred Dollars and Zero Cents	
19	Solid Seal Sl. Aggregate Complete in Place	SY	289	350	469		1,108	\$6.00	Six Thousand Six Hundred Forty-Eight Dollars and Zero Cents	
TOTAL BID								\$160,752.00	One Hundred Sixty Thousand Seven Hundred Fifty-Two Dollars and Zero Cents	

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

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

Bidder: Tandem Services, LLC

Address: 4425 FM 2351 Suite #5

Friendswood, TX 77546

Telephone: 281-947-8378

Date: 8/4/2020

ATTEST: *Dustin Johnson*

Secretary of Corporation *Ellie Bell*

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$96,451.20

ALL OTHER CHARGES: \$64,300.80

*TOTAL: \$160,752.00

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: Tandem Services, LLC _____ Date Organized: 8/9/2013 _____

Address: 4425 FM 2351 Suite #5 _____ Date Incorporated: N/A _____
Friendswood, TX 77546

Number of Years in Contracting Business under Present Name: 7 _____

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>Pedestrian Bridge Relocation</u>	<u>\$190,670</u>	<u>September 2020</u>
<u>Sylvan and Jefferson Street Paving</u>	<u>\$1,023,750</u>	<u>September 2020</u>
<u>Ineos Building Erection</u>	<u>\$1,101,530</u>	<u>October 2020</u>
<u>Baystar</u>	<u>\$630,530</u>	<u>December 2020</u>

Type of work performed by your company: Concrete, Structural Foundation, Underground Utilities, Detention Ponds, Bridges, Complete Site Development

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

Have you ever defaulted on a contract? No

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>West Walker Traffic Improvements</u>	<u>\$267,431</u>	<u>October 2019</u>	<u>April 2020</u>
<u>Richey Road Plaza</u>	<u>\$452,876</u>	<u>January 2020</u>	<u>May 2020</u>
<u>2017 Concrete Street Maintenace</u>	<u>\$442,188</u>	<u>October 2017</u>	<u>December 2017</u>
<u>Kost Detention</u>	<u>\$518,619</u>	<u>July 2017</u>	<u>November 2017</u>

Major Equipment Available for this Contract:

Dozer, Excavator, Mini Excavator, Skid Steer, Box Blade

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

Credit Available: \$500,000.00

Bank Reference: Prosperity Bank

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

Executed this 4th day of August, 20.

Tandem Services, LLC

By: 

Title: Dustin Johnson, Partner

REFERENCES

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

Jameson Appel
Name

2559 Hillhouse
Address

Pearland, TX 77584
City, State, Zip

281-652-1757
(Area) Phone

Anthony Talluto
Name

300 W Walker St
Address

League City, TX 77573
City, State, Zip

281-554-1451
(Area) Phone

Mark Havran
Name

11821 E Freeway Suite #360
Address

Houston, TX 77029
City, State, Zip

713-450-1300
(Area) Phone

Matt W. Laws

Education

Bachelor of Business Administration in Management

Graduation Date: May 2007

University of Texas at San Antonio

- Dean's List Summer 2006 and Fall 2006

Experience

Tandem Services LLC – Superintendent

July 2015 – Present

- Supervise civil, commercial, and Industrial construction projects from pre-construction to completion
- Coordinate with Project Engineers, Architects, City Officials, Inspectors, Vendors, Sub-Contractors, and Crews to ensure a safe, well planned, high quality product is delivered
- Work with CAD and GPS to stake out projects and communicate necessary changes to the Project Engineer

Recent Projects

- City of Pearland – Green Tee Terrace (Dirt Work & Paving)
- Harris County – Dad's Club (Dirt Work & Paving)
- City of Friendswood – Restroom and Pavilion (Dirt Work, Paving, Building)
- City of Deer Park – Girls Softball Renovations (Dirt Work, Paving, Landscaping)
- City of Deer Park – Soccer Field Development (Dirt Work, Paving, Landscaping)
- City of La Porte – Sylvan and Jefferson (Dirt Work & Paving)
- City of Alvin – Kost Detention (Dirt Work & Paving)
- City of Pearland – Trails Connectivity Phase 2 (Dirt Work & Paving)
- City of Friendswood - Friendswood Sports Park (Dirt Work & Paving)
- Adventure Point – Lago Mar Blvd (Dirt Work, Utilities & Paving)
- City of Kemah – Cien Road and Meadow Lane (Dirt Work, Utilities & Paving)
- City of Kemah – Bayshore Drive (Dirt Work, Utilities & Paving)
- City of Friendswood - Friendswood Trails (Dirt Work & Paving)
- City of Friendswood - Lake Friendswood (Dirt Work & Paving)
- FISD Ag Barn Parking (Dirt Work & Paving)
- Nautic Boat Storage Parking (Dirt Work & Paving)
- Baytown Pilot DEF Storage Facility (Metal Building & Utilities)
- City of Deer Park – Softball/Soccer Field (Dirt Work & Paving)
- City of League City – Dog Park Fencing (Fence Construction)

Perry Homes – Construction Manager

Feb 2014 – July 2015

- Supervised the new construction of high end Perry Homes
- Scheduled all trades and materials to arrive at the jobsite in order to maintain low build days and high-quality houses
- Managed all stages of construction from the lot stake to closing the home
- Responsible for New Home Demonstrations and Homeowner Warranty

Derek Wheeler

510 Meadow Bend Dr, Friendswood, TX 77546 | 281-948-7918

Education

TEXAS A&M UNIVERSITY | B.S. IN CONSTRUCTION SCIENCE | MINOR IN BUSINESS | JAN 2017-MAY 2019

Work Experience

PROJECT MANAGER | TANDEM SERVICES | HOUSTON, TX | JAN 2020 – PRESENT

- Lead procurement of RFI and submittal documentation.
- Coordinate with subcontractors, owner, municipalities, and other entities.
- Manage various job sites in the Houston area.

SUPERINDENT | TANDEM SERVICES | HOUSTON, TX | JUNE 2019 – DEC 2019

- Led crews, surveying, ordering materials.
- Used GPS for job site layout.
- Managed subcontractors and coordinated with municipalities.

ASSISTANT SUPERINDENT | TANDEM SERVICES | HOUSTON, TX | JAN 2018 – JUNE 2018

- Assisted running crew, surveying, ordering materials.
- Assisted in using GPS for job site layout.
- Worked with subcontractors and coordinated with municipalities.

SUMMER INTERN | J.A. COSTANZA & ASSOCIATES | DEER PARK, TX | 2014 & 2015

- Surveyed storm water and waste-water sewage systems.
- Helped plan and design various projects using auto-CAD.
- Assisted in data plotting using GPS.
- Accompanied engineer (mentor) on supervision of various field activities.

Organizations and Community Service

THE BIG EVENT | VOLUNTEER | 2017 & 2019

- Participated in the campus wide rebuilding and cleaning of the Bryan/College Station community.

BUILD | STUDENT SUPERVISOR | 2017

- Read and interpreted plans for the construction of medical facilities out of shipping containers.
- Lead student volunteers in various building activities.
- Demonstrated correct usage of tools and equipment.

Special Skills/Certifications

- Knowledgeable in reading and interpreting plans.
- Received OSHA 30 Certification.
- Experienced with Bluebeam, Procore, and On-Screen Takeoff.
- Proficient with Microsoft Office.

BID BOND

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BRAZORIA

That we, the undersigned, Tandem Services, LLC, as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto The City of Alvin, Texas, as Owner in the penal sum of Five Percent of Greatest Amount Bid Dollars (\$ 5% of G.A.B.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 4th day of August, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Alvin a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the following:

Project: 2020 Sidewalk Project
Bid Number: B-20-09
Account Number: 312-5501-00-9014

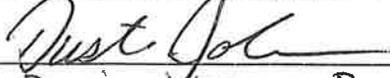
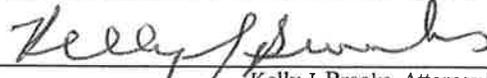
NOW, THEREFORE:

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Tandem Services, LLC Surety: Liberty Mutual Insurance Company

By:  By: 
Dustin Johnson, Partner Kelly J. Brooks, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on The Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8200515

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, create, and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instrument and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Pamela C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2020.



By: Pamela C. Llewellyn
Pamela C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis para información o para someter una queja al
1-877-751-2640

Usted también puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

PROPOSAL

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

FROM: Contractor / Bidder: Total Plan Contractors Inc.

2020 Sidewalk Project
Bid Number: B-20-09
Account Number: 312-5501-00-9014

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **90 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

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

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

PROPOSAL

2020 Sidewalk Project		Quantity Per Location					Total Quantity All Locations	Contractor		Total Plan	Contractors Inc	Written Total
Item	Description	Unit	Chad/Dumble Street	Durant Street	Persson Road	Locations	Unit Price	Total				
1	Maintenance Complete in Place	LS				1	8,500	8,500	Eight thousand and five hundred dollars			
2	Traffic Control - Complete in Place	LS				1	5,000	5,000	Five thousand dollars			
3	Storm Water Pollution Prevention - Complete in Place	LS				1	3,000	3,000	Three thousand dollars			
4	18" Reinforced Concrete Pipe, Including Rubber Gasket - Complete in Place	LF	0	0	8	8	250	2,000	Two thousand dollars			
5	Adjust Manhole Inlets, Valve Boxes to Grade - Complete in Place	EA	2	3	0	5	600	3,000	Three thousand dollars			
8	8" Stabilized Lime-sand Subgrade Compacted Complete in Place	SY	0	0	120	120	15	1,800	One thousand and eight hundred dollars			
11	6" Reinforced Concrete Driveway Apron - Complete in Place	SY	136	0	192	328	52	17,056	Seventeen thousand and fifty-six dollars			
12	4" Wide, 4" Reinforced Concrete Sidewalk With Footer - Complete in Place	SY	0	0	110	110	38	4,180	Four thousand one hundred eighty dollars			
13	4" Wide, 4" Thick Reinforced Concrete Sidewalk - Complete in Place	SY	180	400	202	881	31	27,311	Twenty-seven thousand three hundred eleven dollars			
14	4" Wide, 6" Reinforced Concrete Sidewalk - Complete in Place	SY	0	183	0	183	42	7,686	Seven thousand six hundred and eighty-six dollars			
15	Barrier Free Concrete Ramp (Single) Including Detectable Warning Device - Complete in Place	EA	3	2	4	9	920	8,280	Eight thousand two hundred and eighty dollars			
16	Concrete Saw Cut Full Depth Complete in Place	LF	30	0	0	30	1	30	Thirty dollars			
17	Asphalt Saw Cut Full Depth Complete in Place	LF	40	225	75	340	0.50	170	One hundred and seventy dollars			
18	Pavement Marking 24" White - Complete in Place	LF	124	10	50	184	8.00	1,472	One thousand four hundred and seventy-two dollars			
19	Pavement Marking White 12" x 18" Field Triangles - Complete in Place	EA	20	0	0	20	40	800	Eight hundred dollars			
20	Traffic Signage - Yield to Pedestrian Sign R1-5 per MUTCD - Complete in Place	EA	2	0	0	2	450	900	Nine hundred dollars			
21	Type 'D' Asphalt 2" Thick - Complete in Place	SY	0	0	120	120	20	2,400	Two thousand four hundred dollars			
22	Type 'D' Asphalt, 1 Foot Wide, 2" Thick Next to Curb & Gutter - Complete in Place	SY	40	225	75	340	20	6,800	Six thousand eight hundred dollars			
23	Solid Sod St. Aggregate Complete in Place	SY	289	150	469	1,108	8	8,864	Eight thousand eight hundred and sixty-four dollars			
TOTAL BID								59,000				

\$ 109,249 One hundred nine thousand two hundred forty-nine dollars

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

Addendum No. 1 Dated N/A Received _____

Addendum No. 2 Dated N/A Received _____

Addendum No. 3 Dated N/A Received _____

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

Bidder: Total Plan Contractors Inc

Address: 2734 Sable Ridge Ln

Katy, TX 77494

Telephone: (832) 392-4494

Date: August 4th / 2020

ATTEST: M. Arana B

Secretary of Corporation Mario Arana

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 65,549.40

ALL OTHER CHARGES: \$ 43,699.60

*TOTAL: \$ 109,249.00

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

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

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

REFERENCES

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

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

*No contracts with public agencies
in the past.*

M. Arana B

President

Total Plan Contractors Inc

8/4/2020

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: Total Plan Contractors Inc Date Organized: _____

Address: 2734 Sable Ridge Ln, Katy TX 77494 Date Incorporated: 3/20

Number of Years in Contracting Business under Present Name: 0.5

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>Tenaris - McCarty Yard</u>	<u>\$ 110,000</u>	<u>9/5/2020</u>

Type of work performed by your company: Paving, Electrical, striping

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

Have you ever defaulted on a contract? No

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>Tenaris Bay City</u>	<u>95,000</u>	<u>5/20</u>	<u>Yes</u>

Major Equipment Available for this Contract:

- Backhoe 325 CAT
- Bobcat
- Hydraulic Excavator CAT 320

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

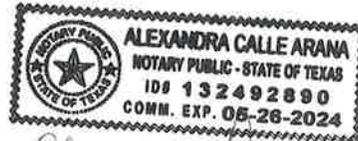
Credit Available: \$ 150,000.00

Bank Reference: JP Morgan - Chase

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

Executed this 4th day of August, 2020

Mario Arana
By: Mario Arana
Title: President



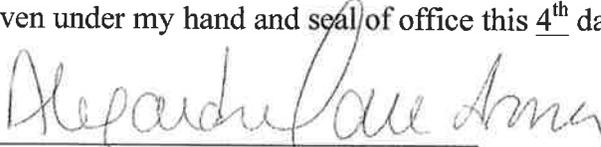
Alexandra Calle Arana
8-4-20.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF FORT BEND

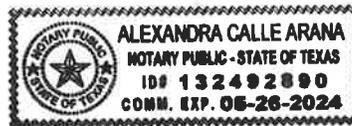
Before me, Alexandra Calle Arana a Notary Public, on this day personally appeared Mario Arana, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing document Driver License No. 35348735 and acknowledgment to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of August 2020.



ALEXANDRA CALLE ARANA

Notary Public in and for Harris County, Texas
My commission expires on 05-26-2024



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

Total Plan Contractors Inc
 Katy, TX United States

Certificate Number:
 2020-652451

Date Filed:
 08/03/2020

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

City of Alvin, TX

Date Acknowledged:

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-20-09
 Construction of concrete sidewalks and driveways

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 UNSWORN DECLARATION

My name is Mario Arana, and my date of birth is 12/18/1964.

My address is 2734 Sable Ridge Ln, Katy, Tx, 77494, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 4th day of August, 2020.
(month) (year)

M Arana B
 Signature of authorized agent of contracting business entity
 (Declarant)

AGUA MARINA ELEMENTARY SCHOOL

375 NW 7th Street
Miami, FL 33136

Drainage

- ✓ 1. 4' ϕ inlet, H = 6.45' = 1 \$5,000 6,700
- ✓ 2. 4' ϕ inlet, H = 4.20' = 1
- ✓ 3. Baffles = 2
- ✓ 4. 15" HDPE = 50
- ✓ 5. 8" PVC = 7 + 19 + 39 + 33 + 25 + 25 + 17 + 5 = 170
- ✓ 6. 12" PVC = 29 + 6 = 35 LF
- ✓ 7. PVC fittings = 1
- ✓ 8. Inline drain 6" = 5
- ✓ 9. 12" drain basin w/ flex term filter = 1
- ✓ 10. 17" drain basin w/ envoirhood = 1
- ✓ 11. Replace ^{Remove and} exist. typ D, CB w/ 4' ϕ inlet, H = 4.5'
- ✓ 12. 12" conc. pipe removed = 55' \$5,000
- ✓ 13. Install 12" RCP = 55' \$5,000
14. Paving (60' x 20') Asphalt 2" = 1200 SF
15. HOT
- ✓ 16. Exp. trench 3.5' x 10.0
- ✓ 17. Sand filter 3.5 x 3.0

✓ 13. PIU value = 1

✓ 14. FDC = 1

✓ 15. 2" Vacuum breaker = 1

✓ 16. 2" RPZBP = 1

✓ 17. 2" PUC = $6.5' + 7 + 6 + 5 + 7 + 8 + 7 + 9 = 60 \text{ LF}$

18. Paving Water 30×30

19. Testing

Miscellaneous

1. MOT 1 LS \$ 12,000

2. Surveying of As built \$ 5,000

3. Pollution Prevention 1 LS \$ 2,000

4. Paving

5. Permits are not included.

Easements are not included.

Drain 71,226

Wat 56,213

Sew 29,505

Sewer (proford. 4.5')

1. cut and cap at main exist ^{400's} 6" SS lateral = $1+1+1=3+1=4$ EA
2. Paving - 40T
3. S.S lateral connection = 1 LS
4. PVC 900 fittings = 1 LS ^{600 to}
5. 6" DIP = ~~25~~ 23 LF
6. Televiser existing VCP pipe = 1 LS
7. Testing = 1 LS
8. 6" DIP C.O. - concrete box = 1 EA

Water (proford. 4.5')

zinc coated and
polyethylene encasement

- ✓ 1. 12x8 Tapping sleeve = 1 ea
- ✓ 2. 8" Tapping valve = 1 ea
- ✓ 3. DIP fittings 8", 4", 6" = 1 LS
- ✓ 4. 8" DIP = 20 LF
- ✓ 5. 6" DIP = ~~25~~ 30
- ✓ 6. 4" DIP = 12 + 4 + 8
- ✓ 7. Exist. water service to be cut and ^{3X} plugged = 1 + 2 = 3
- ✓ 8. D.O. 2" meter installation = 1
- ✓ 9. 6" Gate valve = 1
- ✓ 10. 4" G.V = 1
- ✓ 11. 6" D.O.C.V
- ✓ 12. 6" DIP fire line = 7.5' + 92 + 5 + 5

BID BOND

Bond No. CNB-37031-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Total Plan Contractors, Inc., as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Alvin, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for

2020 Sidewalk Project - Bid # B-20-09 - Account Number: 312-5501-00-9014.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 4th day of August, 2020.

Principal:

Total Plan Contractors, Inc.

By: Mario Arana (Seal)

(title) President.

Surety:

INSURORS INDEMNITY COMPANY

By: Russ Frenzel (Seal)

Russ Frenzel, Attorney-in-Fact

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37031-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Russ Frenzel of the City of Dallas, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

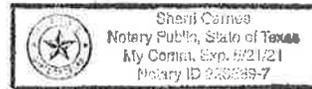
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Shari Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 4th day of August, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Tandem Services, LLC., for the 2020 Concrete Pavement and Drainage Project in an amount not to exceed \$1,106,632.50, and authorize the City Manager to sign the contract upon legal review.

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

Summary: On August 4, 2020, bids were opened for the 2020 Concrete Pavement and Drainage Project (B-20-04), and Tandem Services, LLC was the qualified low bidder. Tandem Services has done work for the City in the past and Staff was pleased with the work performed. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Contract Amount: \$1,053,935.80

5% Contingency: \$ 52,696.79

Total Amount: \$1,106,632.50

The 2020 Concrete Pavement and Drainage Project consists of the total replacement of the concrete pavement, addition of sidewalks, and associated storm sewer improvements on Tracy Lynn Lane (Westfield Drive to South Street), Westfield Drive (Adams Street to the asphalt transition 125 feet east of Kings Lane), and Adams Street (the first 571 feet from Westfield Drive). These improvements were based on recommendations in the 2013 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on July 16, 2020.

The project is scheduled to start in October and has a construction time of 120 calendar days.

Funding for this project is from the Sales Tax Fund.

Staff recommends approval.

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

Funding Account: 312-5501-00-9030 **Amount:** \$1,106,632.50 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 9/23/2020 SLH

Supporting documents attached:

- Bid Tabulation
- Tandem Services, LLC Proposal

Recommendation: Move to award a bid to Tandem Services, LLC., for the 2020 Concrete Pavement and Drainage Project in an amount not to exceed \$1,106,632.50, and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Bid Tabulation

2020 Concrete Pavement & Drainage Project				Tandem Services		HTI Construction		RAC		Teamworks		David Wight Const.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization - Complete in Place	LS	1	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$22,200.00	\$22,200.00	\$40,000.00	\$40,000.00	\$33,789.00	\$33,789.00
2	Traffic Control - Complete in Place	LS	1	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$5,760.00	\$5,760.00	\$9,500.00	\$9,500.00	\$32,032.00	\$32,032.00
3	SWPPP - Complete in Place	LS	1	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$1,800.00	\$1,800.00	\$5,950.00	\$5,950.00	\$8,489.00	\$8,489.00
4	Trench Safety - Complete in Place	LF	380	\$2.50	\$950.00	\$5.00	\$1,900.00	\$1.00	\$380.00	\$12.00	\$4,560.00	\$1.00	\$380.00
5	Site Demolition Concrete Street & Driveways - Complete in Place	SY	9,365	\$10.00	\$93,650.00	\$12.00	\$112,380.00	\$5.10	\$47,761.50	\$12.00	\$112,380.00	\$4.90	\$45,888.50
6	Roadway Excavation and Backfill - Complete in Place	CY	4,023	\$11.00	\$44,253.00	\$10.00	\$40,230.00	\$12.50	\$50,287.50	\$10.50	\$42,241.50	\$15.70	\$63,161.10
7	8" Lime Stabilized Subgrade 6% Lime - Complete in Place	SY	8,046	\$8.30	\$66,781.80	\$12.00	\$96,552.00	\$12.40	\$99,770.40	\$13.50	\$108,621.00	\$11.60	\$93,333.60
8	Extra Commercial Lime Slurry - Complete in Place	TON	40	\$205.00	\$8,200.00	\$200.00	\$8,000.00	\$222.00	\$8,880.00	\$205.00	\$8,200.00	\$230.00	\$9,200.00
9	18" RCP Paved Area - Complete in Place	LF	153	\$53.00	\$8,109.00	\$82.00	\$12,546.00	\$120.00	\$18,360.00	\$87.65	\$13,410.45	\$93.00	\$14,229.00
10	24" RCP Open Area - Complete in Place	LF	150	\$78.00	\$11,700.00	\$78.00	\$11,700.00	\$144.00	\$21,600.00	\$102.00	\$15,300.00	\$96.00	\$14,400.00
11	Remove "A" Storm Inlet and Replace with "BB" - Complete in Place	EA	2	\$5,000.00	\$10,000.00	\$3,800.00	\$7,600.00	\$3,973.40	\$7,946.80	\$4,595.00	\$9,190.00	\$130.00	\$260.00
12	Remove and Replace Type "B" Storm Inlet - Complete in Place	EA	2	\$4,500.00	\$9,000.00	\$3,100.00	\$6,200.00	\$3,973.40	\$7,946.80	\$3,595.00	\$7,190.00	\$2,496.00	\$4,992.00
13	Remove "B" Storm Inlet and Replace with "BB" - Complete in Place	EA	8	\$5,000.00	\$40,000.00	\$3,300.00	\$26,400.00	\$3,923.00	\$31,384.00	\$3,495.00	\$27,960.00	\$3,394.00	\$27,152.00
14	Install New Type "BB" Storm Inlet - Complete in Place	EA	2	\$3,850.00	\$7,700.00	\$3,100.00	\$6,200.00	\$3,793.40	\$7,586.80	\$2,495.00	\$4,990.00	\$2,970.00	\$5,940.00
15	Adjust Manhole, Inlets, Valve Boxes to Grade - Complete in Place	EA	1	\$500.00	\$500.00	\$200.00	\$200.00	\$300.00	\$300.00	\$295.00	\$295.00	\$598.00	\$598.00
16	Crushed Stone Base for Temporary Driveways - Complete in Place	TON	500	\$35.00	\$17,500.00	\$45.00	\$22,500.00	\$24.00	\$12,000.00	\$58.00	\$29,000.00	\$147.00	\$73,500.00
17	Install 6" Concrete Pavement-Street - Complete in Place	SY	7,996	\$53.00	\$423,788.00	\$42.00	\$335,832.00	\$61.70	\$493,353.20	\$56.00	\$447,776.00	\$65.00	\$519,740.00

Item	Description	Unit	Quantity	Unit Price	Total								
18	6" Concrete Driveway Approach - Complete in Place	SY	1,845	\$55.00	\$101,475.00	\$72.00	\$132,840.00	\$64.80	\$119,556.00	\$64.00	\$118,080.00	\$54.00	\$99,630.00
19	4" Concrete Sidewalk - Complete in Place	SY	1,147	\$47.00	\$53,909.00	\$63.00	\$72,261.00	\$64.80	\$74,325.60	\$56.00	\$64,232.00	\$49.00	\$56,203.00
20	Concrete Sidewalk Ramps With Detectable Warning Indicator Single - Complete in Place	EA	8	\$1,550.00	\$12,400.00	\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00	\$1,295.00	\$10,360.00	\$1,280.00	\$10,240.00
21	Concrete Sidewalk Ramps With Detectable Warning Indicator Double - Complete in Place	EA	3	\$1,850.00	\$5,550.00	\$2,800.00	\$8,400.00	\$2,160.00	\$6,480.00	\$1,995.00	\$5,985.00	\$2,178.00	\$6,534.00
22	Concrete Saw Cut Full Depth - Complete in Place	LF	2,450	\$8.00	\$19,600.00	\$3.00	\$7,350.00	\$4.80	\$11,760.00	\$4.00	\$9,800.00	\$10.00	\$24,500.00
23	24" White Pavement Marking - Stop Bar - Complete in Place	LF	45	\$7.50	\$337.50	\$10.00	\$450.00	\$6.00	\$270.00	\$9.60	\$432.00	\$12.00	\$540.00
24	6" Concrete Curb - Complete in Place	LF	3,675	\$5.50	\$20,212.50	\$8.00	\$29,400.00	\$3.60	\$13,230.00	\$7.00	\$25,725.00	\$6.00	\$22,050.00
25	Remove and Replace 6"x24" Concrete Curb & Gutter including installation of 6" Limestone Base - Complete in Place	LF	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$30.00	\$3,000.00	\$48.00	\$4,800.00	\$40.00	\$4,000.00
26	Solid Sod St. Augustine - Complete in Place	SY	2,000	\$5.50	\$11,000.00	\$5.00	\$10,000.00	\$5.40	\$10,800.00	\$4.45	\$8,900.00	\$10.00	\$20,000.00
29	Install 2" Type D Asphalt	SY	1,370	\$27.00	\$36,990.00	\$40.50	\$55,485.00	\$36.00	\$49,320.00	\$21.00	\$28,770.00	\$32.00	\$43,840.00
31	Striping 4" Yellow	LF	200	\$1.90	\$380.00	\$5.00	\$1,000.00	\$1.20	\$240.00	\$0.75	\$150.00	\$8.30	\$1,660.00
32	Striping 24" White	LF	460	\$7.50	\$3,450.00	\$4.00	\$1,840.00	\$6.00	\$2,760.00	\$0.75	\$345.00	\$12.00	\$5,520.00
TOTAL BID					\$1,053,935.80		\$1,098,266.00		\$1,138,658.60		\$1,164,142.95		\$1,241,801.20

COPY

PROPOSAL

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

FROM: **Contractor / Bidder:** Tandem Services, LLC

2020 Concrete Pavement & Drainage Project

Bid Number: B-20-04

Account Number: 312-5501-00-9030

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **120 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day**.

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

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

PROPOSAL

Contractor: Tandem Services, LLC

2020 Concrete Pavement & Drainage Project

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Mobilization - Complete in Place	LS	1	\$25,000.00	\$25,000.00	Twenty Five Thousand Dollars and Zero Cents
2	Traffic Control - Complete in Place	LS	1	\$16,000.00	\$16,000.00	Sixteen Thousand Dollars and Zero Cents
3	SWPPP - Complete in Place	LS	1	\$2,500.00	\$2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
4	Trench Safety - Complete in Place	LF	380	\$2.50	\$950.00	Nine Hundred Fifty Dollars and Zero Cents
5	Site Demolition Concrete Street & Driveways - Complete in Place	SY	9,365	\$10.00	\$93,650.00	Ninety-Three Thousand Six Hundred Fifty Dollars and Zero Cents
6	Roadway Excavation and Backfill - Complete in Place	CY	4,023	\$11.00	\$44,253.00	Forty-Four Thousand Two Hundred Fifty-Three Dollars and Zero Cents
7	8" Lime Stabilized Subgrade 6% Lime - Complete in Place	SY	8,046	\$8.30	\$66,781.80	Sixty-Six Thousand Seven Hundred Eight-One Dollars and Eighty Cents
8	Extra Commercial Lime Slurry - Complete in Place	TON	40	\$205.00	\$8,200.00	Eight Thousand Two Hundred Dollars and Zero Cents
9	18" RCP Paved Area - Complete in Place	LF	153	\$53.00	\$8,109.00	Eight Thousand One Hundred Nine Dollars and Zero Cents
10	24" RCP Open Area - Complete in Place	LF	150	\$78.00	\$11,700.00	Eleven Thousand Seven Hundred Dollars and Zero Cents
11	Remove "A" Storm Inlet and Replace with "BB" - Complete in Place	EA	2	\$5,000.00	\$10,000.00	Ten Thousand Dollars and Zero Cents
12	Remove and Replace Type "B" Storm Inlet - Complete in Place	EA	2	\$4,500.00	\$9,000.00	Nine Thousand Dollars and Zero Cents
13	Remove "B" Storm Inlet and Replace with "BB" - Complete in Place	EA	8	\$5,000.00	\$40,000.00	Forty Thousand Dollars and Zero Cents
14	Install New Type "BB" Storm Inlet - Complete in Place	EA	2	\$3,850.00	\$7,700.00	Seven Thousand Seven Hundred Dollars and Zero Cents
15	Adjust Manhole Inlets, Valve Boxes to Grade - Complete in Place	EA	1	\$500.00	\$500.00	Five Hundred Dollars and Zero Cents
16	Crushed Stone Base for Temporary Driveways - Complete in Place	TON	500	\$35.00	\$17,500.00	Seventeen Thousand Five Hundred Dollars and Zero Cents
17	Install 6" Concrete Pavement-Street - Complete in Place	SY	7,996	\$53.00	\$423,788.00	Four Hundred Twenty-Three Thousand Seven Hundred Eighty-Eight Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
18	6" Concrete Driveway Approach - Complete in Place	SY	1,845	\$55.00	\$101,475.00	One Hundred One Thousand Four Hundred Seventy-Five Dollars and Zero Cents
19	4" Concrete Sidewalk - Complete in Place	SY	1,147	\$47.00	\$53,909.00	Fifty-Three Thousand Nine Hundred Nine Dollars and Zero Cents
20	Concrete Sidewalk Ramps With Detectable Warning Indicator Single - Complete in Place	EA	8	\$1,550.00	\$12,400.00	Twelve Thousand Four Hundred Dollars and Zero Cents
21	Concrete Sidewalk Ramps With Detectable Warning Indicator Double - Complete in Place	EA	3	\$1,850.00	\$5,550.00	Five Thousand Five Hundred Fifty Dollars and Zero Cents
22	Concrete Saw Cut Full Depth - Complete in Place	LF	2,450	\$8.00	\$19,600.00	Nineteen Thousand Six Hundred Dollars and Zero Cents
23	24" White Pavement Marking - Stop Bar - Complete in Place	LF	45	\$7.50	\$337.50	Three Hundred Thirty-Seven Dollars and Fifty Cents
24	6" Concrete Curb - Complete in Place	LF	3,675	\$5.50	\$20,212.50	Twenty Thousand Two Hundred Twelve Dollars and Fifty Cents
25	Remove and Replace 6"x24" Concrete Curb & Gutter including installation of 6" Limestone Base - Complete in Place	LF	100	\$30.00	\$3,000.00	Three Thousand Dollars and Zero Cents
26	Solid Sod St. Augustine - Complete in Place	SY	2,000	\$5.50	\$11,000.00	Eleven Thousand Dollars and Zero Cents
29	Install 2" Type D Asphalt	SY	1,370	\$27.00	\$36,990.00	Thirty-Six Thousand Nine Hundred Ninety Dollars and Zero Cents
31	Striping 4" Yellow	LF	200	\$1.90	\$380.00	Three Hundred Eighty Dollars and Zero Cents
32	Striping 2.4" White	LF	460	\$7.50	\$3,450.00	Three Thousand Four Hundred Fifty Dollars and Zero Cents
TOTAL BID					\$1,053,935.80	One Million Fifty-Three Thousand Nine Hundred Thirty-Five Dollars and Eighty Cents

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

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

Bidder: Tandem Services, LLC

Address: 4425 FM 2351 Suite #5

Friendswood, TX 77546

Telephone: 281-947-8378

Date: 8/4/2020

ATTEST: 

Secretary of Corporation 

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$632,361.48

ALL OTHER CHARGES: \$421,574.32

*TOTAL: \$1,053,935.80

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: Tandem Services, LLC Date Organized: 8/9/2013

Address: 4425 FM 2351 Suite #5 Date Incorporated: N/A
Friendswood, TX 77546

Number of Years in Contracting Business under Present Name: 7

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>Pedestrian Bridge Relocation</u>	<u>\$190,670</u>	<u>September 2020</u>
<u>Sylvan and Jefferson Street Paving</u>	<u>\$1,023,750</u>	<u>September 2020</u>
<u>Ineos Building Erection</u>	<u>\$1,101,530</u>	<u>October 2020</u>
<u>Baystar</u>	<u>\$630,530</u>	<u>December 2020</u>

Type of work performed by your company: Concrete, Structural Foundation, Underground Utilities, Detention Ponds, Bridges, Complete Site Development

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

Have you ever defaulted on a contract? No

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>West Walker Traffic Improvements</u>	<u>\$267,431</u>	<u>October 2019</u>	<u>April 2020</u>
<u>Richey Road Plaza</u>	<u>\$452,876</u>	<u>January 2020</u>	<u>May 2020</u>
<u>2017 Concrete Street Maintenance</u>	<u>\$442,188</u>	<u>October 2017</u>	<u>December 2017</u>
<u>Kost Detention</u>	<u>\$518,619</u>	<u>July 2017</u>	<u>November 2017</u>

Major Equipment Available for this Contract:

Dozer, Excavator, Mini Excavator, Skid Steer, Box Blade

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

Credit Available: \$500,000.00

Bank Reference: Prosperity Bank

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

Executed this 4th day of August, 20.

Tandem Services, LLC

By: Dustin Johnson

Title: Dustin Johnson, Partner

REFERENCES

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

Jameson Appel
Name

2559 Hillhouse
Address

Pearland, TX 77584
City, State, Zip

281-652-1757
(Area) Phone

Anthony Talluto
Name

300 W Walker St
Address

League City, TX 77573
City, State, Zip

281-554-1451
(Area) Phone

Mark Havran
Name

11821 E Freeway Suite #360
Address

Houston, TX 77029
City, State, Zip

713-450-1300
(Area) Phone

Matt W. Laws

Education

Bachelor of Business Administration in Management

Graduation Date: May 2007

University of Texas at San Antonio

- Dean's List Summer 2006 and Fall 2006

Experience

Tandem Services LLC – Superintendent

July 2015 – Present

- Supervise civil, commercial, and Industrial construction projects from pre-construction to completion
- Coordinate with Project Engineers, Architects, City Officials, Inspectors, Vendors, Sub-Contractors, and Crews to ensure a safe, well planned, high quality product is delivered
- Work with CAD and GPS to stake out projects and communicate necessary changes to the Project Engineer

Recent Projects

- City of Pearland – Green Tee Terrace (Dirt Work & Paving)
- Harris County – Dad's Club (Dirt Work & Paving)
- City of Friendswood – Restroom and Pavilion (Dirt Work, Paving, Building)
- City of Deer Park – Girls Softball Renovations (Dirt Work, Paving, Landscaping)
- City of Deer Park – Soccer Field Development (Dirt Work, Paving, Landscaping)
- City of La Porte – Sylvan and Jefferson (Dirt Work & Paving)
- City of Alvin – Kost Detention (Dirt Work & Paving)
- City of Pearland – Trails Connectivity Phase 2 (Dirt Work & Paving)
- City of Friendswood - Friendswood Sports Park (Dirt Work & Paving)
- Adventure Point – Lago Mar Blvd (Dirt Work, Utilities & Paving)
- City of Kemah – Cien Road and Meadow Lane (Dirt Work, Utilities & Paving)
- City of Kemah – Bayshore Drive (Dirt Work, Utilities & Paving)
- City of Friendswood - Friendswood Trails (Dirt Work & Paving)
- City of Friendswood - Lake Friendswood (Dirt Work & Paving)
- FISD Ag Barn Parking (Dirt Work & Paving)
- Nautic Boat Storage Parking (Dirt Work & Paving)
- Baytown Pilot DEF Storage Facility (Metal Building & Utilities)
- City of Deer Park – Softball/Soccer Field (Dirt Work & Paving)
- City of League City – Dog Park Fencing (Fence Construction)

Perry Homes – Construction Manager

Feb 2014 – July 2015

- Supervised the new construction of high end Perry Homes
- Scheduled all trades and materials to arrive at the jobsite in order to maintain low build days and high-quality houses
- Managed all stages of construction from the lot stake to closing the home
- Responsible for New Home Demonstrations and Homeowner Warranty

Derek Wheeler

510 Meadow Bend Dr, Friendswood, TX 77546 | 281-948-7918

Education

TEXAS A&M UNIVERSITY | B.S. IN CONSTRUCTION SCIENCE | MINOR IN BUSINESS | JAN 2017-MAY 2019

Work Experience

PROJECT MANAGER | TANDEM SERVICES | HOUSTON, TX | JAN 2020 – PRESENT

- Lead procurement of RFI and submittal documentation.
- Coordinate with subcontractors, owner, municipalities, and other entities.
- Manage various job sites in the Houston area.

SUPERINDENT | TANDEM SERVICES | HOUSTON, TX | JUNE 2019 – DEC 2019

- Led crews, surveying, ordering materials.
- Used GPS for job site layout.
- Managed subcontractors and coordinated with municipalities.

ASSISTANT SUPERINDENT | TANDEM SERVICES | HOUSTON, TX | JAN 2018 – JUNE 2018

- Assisted running crew, surveying, ordering materials.
- Assisted in using GPS for job site layout.
- Worked with subcontractors and coordinated with municipalities.

SUMMER INTERN | J.A. COSTANZA & ASSOCIATES | DEER PARK, TX | 2014 & 2015

- Surveyed storm water and waste-water sewage systems.
- Helped plan and design various projects using auto-CAD.
- Assisted in data plotting using GPS.
- Accompanied engineer (mentor) on supervision of various field activities.

Organizations and Community Service

THE BIG EVENT | VOLUNTEER | 2017 & 2019

- Participated in the campus wide rebuilding and cleaning of the Bryan/College Station community.

BUILD | STUDENT SUPERVISOR | 2017

- Read and interpreted plans for the construction of medical facilities out of shipping containers.
- Lead student volunteers in various building activities.
- Demonstrated correct usage of tools and equipment.

Special Skills/Certifications

- Knowledgeable in reading and interpreting plans.
- Received OSHA 30 Certification.
- Experienced with Bluebeam, Procore, and On-Screen Takeoff.
- Proficient with Microsoft Office.

BID BOND

STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned, Tandem Services, LLC, as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto The City of Alvin, Texas, as Owner in the penal sum of Five Percent of Greatest Amount Bid Dollars (\$ 5% of G.A.B.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 4th day of August, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Alvin a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the following:

Project: 2020 Concrete Pavement & Drainage Project
Bid Number: B-20-04
Account Number: 312-5501-00-9030

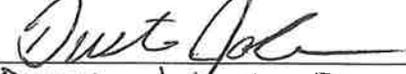
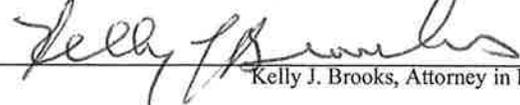
NOW, THEREFORE:

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Tandem Services, LLC Surety: Liberty Mutual Insurance Company

By:  By: 
Dustin Johnson, Partner Kelly J. Brooks, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on The Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200515

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, create and appoint, Michelle Ulery, Kelly J. Bronks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on his behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
No. Certification Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificates of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company covenants that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with any bonds, seals, trusts and binding upon the Company with the same force and effect as though manually signed.

I, Renee C. Lisowsky, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2020.



By: Renee C. Lisowsky
Renee C. Lisowsky, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-6240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



AGENDA COMMENTARY

Meeting Date: 10/1/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 20-Z, releasing certain territory within Fort Bend County from the Extraterritorial Jurisdiction of the City of Alvin; providing for severability; and containing other provisions relating thereto.

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

Summary: The portion of the City's ETJ being released is shown on Exhibit A in green and originates from the 100' City Limit Strip that follows the Fort Bend/Brazoria County line at the north side and the Brazos River towards the south. This strip was approved in the early 1960's. Development is currently occurring along the east side of FM 521 north of Juliff-Manvel Road closest to Missouri City. There are three large residential subdivisions and a high school for Fort Bend ISD planned.

Section 42.043 of the Texas Local Government Code requires a city to provide its written consent and authorization to the reduction of its ETJ. This release of ETJ will benefit the City by reducing the burden on Staff of having to review numerous development plats and plans for property in this area. Not only are these reviews time consuming they are also challenging since Staff is not familiar with this area being that it is so far removed from the core City Limits. Staff recommends approval of Ordinance 20-Z.

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:** 9/28/2020 SLH _____

Supporting documents attached:

- Ordinance 20-Z
- Exhibit A – Property Map

Recommendation: Move to approve Ordinance 20-Z, releasing certain territory within Fort Bend County from the Extraterritorial Jurisdiction of the City of Alvin; providing for severability; and containing other provisions relating thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE 20-Z

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING CERTAIN TERRITORY WITHIN FORT BEND COUNTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ALVIN; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes the governing body of a municipality to reduce its extraterritorial jurisdiction by ordinance or resolution; and

WHEREAS, the City Council of the City of Alvin desires to release that portion of its extraterritorial jurisdiction that lies in Fort Bend County, Texas; and

WHEREAS, the City Council of the City of Alvin believes it is in the best interest of the City to release the portions of its ETJ that lie within Fort Bend County, Texas;

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

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

Section 2. Release. The City hereby releases for all purposes the portion of its extraterritorial jurisdiction that lies in Fort Bend, County, Texas, as reflected in the map attached hereto as Exhibit A and incorporated herein for all purposes.

Section 3. This Ordinance shall not be construed in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

Section 4. The official map and boundaries of the City of Alvin are hereby amended and revised so as to release those portions of its ETJ in Fort Bend, County, Texas.

Section 5. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 1st day of October 2020.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Harris County



Fort Bend County

Galveston County

Brazoria County

Map Legend

-  Proposed ETJ Release
-  Existing Alvin ETJ
-  City Streets
-  County Roads
-  Alvin City Limits

HGAC_Counties_Political Name

-  Brazoria County
-  Fort Bend County
-  Harris County

Rev. Date 9/21/2020
City of Alvin Engineering Dept.

Exhibit "A"

