

CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

Keith D. Olson, Mayor Pro Tem, Position 4
Andy Brauninger, Position 1 At-Large
Lydia Montgomery, Position 2 At-Large
Don H. Johnson, Position 3 At-Large



Joe Emmett, Ward 1
Tish Humphrey, Ward 2
Ronald Allen, Ward 3
Joe Rodriguez, Ward 4

HUNTSVILLE CITY COUNCIL AGENDA TUESDAY, NOVEMBER 17, 2015 –6:00 P.M. REGULAR SESSION

COUNCIL CHAMBERS AND LARGE CONFERENCE ROOM HUNTSVILLE CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS, 77340

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5403), two working days prior to the meeting for appropriate arrangements.

MAIN SESSION [6:00 P.M.]

1. CALL TO ORDER

2. INVOCATION AND PLEDGES

U.S. Flag

Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.

3. PRESENTATIONS AND PROCLAMATIONS

- Huntsville Pets Helping People recognition
- Heart Walk presentation by Huntsville Memorial Hospital
- Proclamation for Municipal Court Week
- SHSU Priority One "Mayor for a Day" Taylor Shepard

4. ELECTION MATTERS

- a. Adopt Ordinance 2016-06 calling the December 12, 2015 runoff election for the purpose of electing the Mayor at-large, single reading required. [Lee Woodward, City Secretary]

5. CONSENT AGENDA

Public Comments will be called for by the presiding officer before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. Approve the minutes of the City Council meeting held on October 20, 2015, the Combined Workshop with the Planning Commission on November 5, 2015, and the Special Sessions held on November 10 and 16, 2015. [Lee Woodward, City Secretary]
- b. Designate the Civil Rights Officer and Labor Standards Officer, reaffirming the Civil Rights Policies pursuant to the Texas Community Development Block Grant Program–Disaster Recovery (CDBG-DR) Contract Number 7215057, and adopting Resolution 2016-06 in support of same. [Dr. Sherry McKibben, Director of Neighborhood Resources]
- c. Designate the signatories for the Texas Community Development Block Grant – Disaster Recovery (CDBG-DR) Contract Number 7215057 and adopting Resolution 2016-07 in support of same. [Dr. Sherry McKibben, Director of Neighborhood Resources]
- d. Approve tax sale bids for trust properties, Property IDs 26306, 26501, 25976, 25836, 25612 and 25914, as recommended by the Walker County Appraisal District. [Steve Ritter, Finance Director]
- e. Adopt Resolution 2016-08, authorizing the City Manager to approve purchase orders for the annual purchase of various road materials from Cleveland Asphalt, Pavers Supply, and Martin Marietta. [Carol Reed, Public Works Director]

6. STATUTORY AGENDA

- a. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to award of bid for Avenue M and Normal Park Drive Waterline Replacement Project Construction – (Nos. 14-11-06 & 14-11-07) and adopt associated budget amendment Ordinance 2016-05, first reading. [Y. S. Ram Ramachandra, City Engineer]
- b. **FIRST READING** - *Presentation, public comment, discussion, and possible action* authorizing the purchase of one Automated Residential Garbage Truck, first reading. [Mike Clouds, Fleet Manager]
- c. *Presentation, public comment, discussion, and possible action* authorizing the purchase of one Ford Explorer, two Ford F150 Trucks, and two Ford Fusions. [Mike Clouds, Fleet Manager]
- d. *Presentation, public comment, discussion, and possible action* authorizing the purchase of one Travis Refuse Trailer. [Mike Clouds, Fleet Manager]
- e. *Presentation, public comment, discussion, and possible action* authorizing the purchase of one Commercial Roll Off Truck. [Mike Clouds, Fleet Manager]
- f. *Presentation, public comment, discussion, and possible action* to adopt Resolution 2016-12, authorizing the City Manager to approve purchase orders for items 6b-e. [Mike Clouds, Fleet Manager]

- g. *Presentation, public comment, discussion, and possible action* to adopt Resolution 2016-11, authorizing the City Manager to sign a Design-Phase Construction Manager-at-Risk Contract with Garney Companies, Inc. for construction of Town Creek. [Y. S. Ram Ramachandra, City Engineer, Dr. Sherry McKibben, Director of Neighborhood Resources]
- h. *Presentation, public comment, discussion, and possible action* to adopt Resolution 2016-10 authorizing the City Manager to amend the agreement with Gessner Engineering for professional engineering services to include final design and construction support services for Transportation Alternatives Program (TAP) grant Sidewalk project - #14-02-01, and adopt Ordinance #2016-07 amending the CIP budget and the Fiscal Year 15-16 operating budget. [Y. S. Ram Ramachandra, City Engineer]

7. MAYOR/CITY COUNCIL/CITY MANAGER AND CITY ATTORNEY REPORT

- a. *Presentation, public comment, discussion, and possible action* on nominations for City boards, committees, and commissions. [Mayor Woodward]
- b. *Presentation, public comment, discussion, and possible action* on ballot for Walker County Appraisal District Board of Directors for the 2016-2017 term. [Mayor Woodward]

8. REQUESTS FOR CITIZEN PARTICIPATION

An opportunity for citizens to be heard on any topic and for the City Council to participate in the discussion. No action will be taken.

No requests were received by noon on Tuesday, November 10, 2015.

9. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

10. ITEMS OF COMMUNITY INTEREST

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

11. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.071 legal advice on the following items:
 - (i) Gilbreath v City of Huntsville;
 - (ii) claim by fd2S;
 - (iii) Randolph v City of Huntsville.

12. RECONVENE

Take action, if necessary, on items addressed during Executive Session.

13. ADJOURNMENT

*If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections: 551.071 – consultation with counsel on legal matters; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the November 17, 2015 City Council Agenda 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.huntsvilletx.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____

TIME OF POSTING: _____ am/pm

TAKEN DOWN: _____

Lee Woodward, City Secretary

ORDINANCE NO. 2016-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ORDERING A MUNICIPAL RUNOFF ELECTION TO BE HELD ON THE 12TH DAY OF DECEMBER 2015, FOR THE PURPOSE OF ELECTING A MAYOR AT-LARGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; AND PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

SECTION 1. The municipal runoff election of the City of Huntsville, prescribed by Sections 6.01 and 6.02 of the City Charter, shall be held between the hours of seven (7:00) o'clock a.m. and seven (7:00) o'clock p.m. on the 12th day of December 2015, in the City, for the purpose of electing a Mayor at-large.

SECTION 2. The City is hereby divided into seven (7) election precincts. The polling places for all election precincts shall be the Walker County Annex, 1301 Sam Houston Avenue, Room 101, Huntsville, Texas, 77340.

SECTION 3. This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary or City Council shall do and perform each act as in other elections required to be done and performed, respectively, by the County Judge, the County Clerk, or the Commissioners' Court. The City Council has determined, pursuant to Chapter 31 of the Texas Election Code, that the City is authorized to enter into an Election Services Agreement with Walker County, Texas, for this election. The City Secretary and Mayor are hereby authorized to perform all duties and take all actions as required by any election agreement(s) and/or the contract(s) for election services that may be authorized by City Council.

SECTION 4. A Mayor at-large shall be selected to hold office for a period of two (2) years.

SECTION 5. The Mayor shall be a citizen of the United States and a qualified and registered voter of the State of Texas; a resident within the present corporate limits of Huntsville for at least twelve months immediately preceding the election; and current in payment of taxes and assessments due to the City.

SECTION 6. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Texas Election Code.

The form of the ballot for the election shall be as follows:

OFFICIAL BALLOT
Runoff Election
City of Huntsville, Texas
December 12, 2015

INSTRUCTION NOTE: Vote for the candidate of your choice in each race by placing an "X" in the square beside the candidate's name.

Mayor (Vote for one)

- (candidate's name)
- (candidate's name)

SECTION 7. Diana L. McRae, the Walker County Election Officer/Tax Assessor-Collector, is the Early Voting Clerk (EVC), and Julie Cooper, Walker County Elections Manager, is appointed Deputy Early Voting Clerk (DEVK) for the joint early voting approved by Commissioners' Court, as with respect to early voting in person and voting by mail, and the Walker County Annex, 1301 Sam Houston Avenue, Suite 101, is hereby designated as the Main Early Voting Site for early voting for the election. Early Voting in the

election by personal appearance shall be conducted at the times, dates and polling places as provided for in the Walker County Election Services Contract between the City of Huntsville, Texas and Walker County, Texas, and further adopts any additions or amendments to such concerning early voting times, dates, and polling location as approved by the Walker County Deputy Elections Administrator. During the lawful early voting period, such clerk shall keep such place for early voting open for early voting from 8:00 a.m. - 5:00 p.m., Monday through Friday, November 25-December 8, 2015; from 7:00 a.m. - 7:00 p.m. on Tuesday, December 1, 2015 and Tuesday, December 8, 2015; except official state holidays.

SECTION 8. The Mayor and City Secretary are hereby directed to give notice of the runoff election, per EC 2.026, by:

- a) causing said notice of such election to be published at least fifteen (15) days prior to the date of such election in the newspaper;
- b) by filing with the City Secretary, for posting on the City Hall bulletin board, a copy of said notice at least fifteen (15) days before the election; and
- c) by posting, not later than the fifteenth (15th) day before election day, a copy of the notice at a public place in each election precinct that is in the jurisdiction of the authority responsible for giving the notice.

The Mayor and City Secretary shall file with the City Secretary a copy of the notice as published, together with the name of the newspaper and the dates of publication.

SECTION 9. It is further found and determined that in accordance with the order of this governing body the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of such meeting. A copy of the return of such posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

SECTION 10. That the Mayor and/or the City Secretary of the City of Huntsville are hereby authorized to execute and/or issue, for and on behalf of the City, such orders, documents and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.

SECTION 11. The Mayor and/or the City Secretary and the attorney for the City are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or the City Secretary and the attorney for the City are further authorized and directed to take any action necessary to comply with the provisions of the Texas Elections Code, the Federal Voting Rights Act and the terms and provisions of any Election Services Contract(s) in carrying out the provisions of this Ordinance, whether or not expressly authorized herein.

SECTION 12. This ordinance shall take effect from and after its passage.

PASSED AND APPROVED this 17th day of November 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

MINUTES FROM THE HUNTSVILLE CITY COUNCIL MEETING HELD ON THE 20th DAY OF OCTOBER 2015, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Mac Woodward, Andy Brauning, Lydia Montgomery, Don H. Johnson, Keith D. Olson, Joe Emmett, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Matt Benoit, City Manager, Leonard Schneider, City Attorney, Lee Woodward, City Secretary

MAIN SESSION [6:00 P.M.]

1. **CALL TO ORDER** - Mayor Woodward called the meeting to order at 6:00 p.m.

2. **INVOCATION AND PLEDGES** – Councilmember Johnson gave the invocation and Van Brady from the YMCA led the pledges.

3. **PRESENTATIONS AND PROCLAMATIONS**

4. **CONSENT AGENDA**

Public Comments will be called for by the presiding officer before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. **Approve the minutes of the City Council meeting held on October 6, 2015 and Town Hall on October 13, 2015.** [Lee Woodward, City Secretary]
- b. **Authorize the City Manager to accept a Community Development Block Grant Disaster Recovery (CDBG-DR) grant.** [Dr. Sherry McKibben, Neighborhood Resources Director]
- c. **Authorize the City Manager to apply for a 2016/2017 Houston-Galveston Area Council Solid Waste Recycling Grant in the amount of \$28,600.00, plus \$8,000.00 in matching funds, and adopt Resolution 2016-03 in support of same.** [Dr. Sherry McKibben, Neighborhood Resources Director]
- d. **Designate the Civil Rights Officer and Labor Standards Officer, reaffirm and adopt the Civil Rights Policies pursuant to the Texas Community Development Block Grant Program (TxCDBG) Contract Number 7215240, and adopt Resolution 2016-04 in support of same.** [Dr. Sherry McKibben, Neighborhood Resources Director]
- e. **Designate the signatories for the 2015-16 Community Development Block Grant (CDBG) Award #7215240 and adopt Resolution 2016-05 in support of same.** [Dr. Sherry McKibben, Neighborhood Resources Director]

Councilmember Olson moved to approve the consent agenda; the motion was seconded by Councilmember Montgomery. Councilmember Humphrey challenged Councilmembers to drink local water and reduce the number of plastic bottles in the waste stream. The motion was adopted unanimously, 9-0.

5. **STATUTORY**

- a. **FIRST READING - Presentation, public comment, discussion, and possible action to accept funding from TxDOT for a Transportation Alternatives Program (TAP) grant and authorizing the City Manager to enter into an Advanced Funding Agreement (AFA), first reading.** [Dr. Sherry McKibben, Neighborhood Resources Director and Y. S. "Ram" Ramachandra, City Engineer]

Councilmember Olson moved to waive the second reading per the Charter proviso in Section 4.12, the motion was seconded by Councilmembers Johnson and Montgomery. The motion was unanimously adopted. Councilmember Humphrey moved to accept funding from TxDOT for a Transportation Alternatives Program (TAP) grant and authorize the City Manager to enter into an Advanced Funding Agreement (AFA); the motion was seconded by Councilmember Olson. The motion was adopted unanimously, 9-0.

- b. **FIRST READING - Presentation, public comment, discussion, and possible action to consider Ordinance 2016-03 changing the direction of traffic from bidirectional to one-way from University Avenue to Bobby K. Marks Drive on 16th Street and from 16th Street to Bowers Boulevard on Bobby K. Marks Drive, directing the City Engineer to post all necessary signs and perform appropriate public notifications, and authorizing the City Manager to sign an Interlocal Agreement with Sam Houston State University for the lease of certain spaces to be created, first reading.** [Matt Benoit, City Manager]

First reading, no action taken. Councilmember Emmett proposed the City install its own meters and manage the parking itself. Councilmember Allen said he disagreed with the interpretation of Charter Section 14.13 provided in the agenda packet and that bids should be sought. Councilmember Brauning referred to Charter Section 14.19, asking the City not risk malfeasance. City Attorney Leonard Schneider reminded the Council of its ability to interpret its own charter and referred to Charter Section 3.03 and the Council's control over streets and public property. Citizen Rhys Blavier said he was a member of Student Government and offered to take information back to them.

6. **MAYOR/CITY COUNCIL/CITY MANAGER AND CITY ATTORNEY REPORT**

- a. **Presentation, discussion, public comment, and possible action on nominations to City boards and committees.** [Mayor Woodward]

Mayor Woodward moved his nominations for consideration for appointment to City boards and committees (listed below). The motion was adopted unanimously, 9-0.

Board of Adjustments and Appeals
Helen Belcher - reappointment

City of Huntsville, Texas Veterans Affairs Adv. Board
Mark Robinson – initial appointment to open position
Robert Ferguson– initial appt. to open position

Historic Preservation Commission
Dr. Caroline Crimm – initial appt. to open position

Huntsville Public Library Board
Gwen Hardy – initial appointment to open position
James Anderson – initial appt. to open position
Spencer Copeland – initial appt. to open position
Debra Daugette – initial appointment to open position
Eddene Smith – reappointment
Jeannine Jacoby – reappointment

Huntsville Main Street Advisory Board
Heike Ness – initial appointment to open position
Tara Armstrong – initial appointment to open position
John Mathews – initial appointment to open position
Dr. Caroline Crimm – initial appt. to open position
Sam Moak – reappointment
Laura Bruns – reappointment

Parks and Recreation Advisory Board
Chris Cirrito – reappointment

- b. **Presentation, public comment, discussion, and possible action to consider nominations for an ad hoc City Council Long Range Planning Committee. [Mayor Woodward]**

Mayor Woodward moved his nominations of Councilmembers Johnson, Rodriguez, and Montgomery for an ad hoc City Council Long Range Planning Committee. The motion was adopted unanimously, 9-0.

- c. **FIRST READING - Presentation, public comment, discussion, and possible action to adopt Ordinance 2016-02 to repeal ordinances creating the Huntsville Beautification Advisory Committee, Huntsville Economic Development Council, and the Youth Advisory Board, first reading. [Mayor Woodward]**

Mayor Woodward thanked the Board and Commission Review Ad Hoc Committee for their work and recommendations, stressing that the Council was still seeking alternate methods to support local youth and schools. Councilmember Olson moved to waive the second reading per the Charter proviso in Section 4.12, the motion was seconded by Councilmember Johnson. The motion was unanimously adopted. Councilmember Olson moved to adopt Ordinance 2016-02 to repeal ordinances creating the Huntsville Beautification Advisory Committee, Huntsville Economic Development Council, and the Youth Advisory Board, the motion was seconded by Councilmember Humphrey. The motion was unanimously adopted, 9-0.

7. REQUESTS FOR CITIZEN PARTICIPATION

An opportunity for citizens to be heard on any topic and for the City Council to participate in the discussion. No action will be taken.

- a. **Presentation, discussion, and public comment on a request from Jerry DeWitt concerning final cleanup and landscaping in relation to the Safe Routes to School sidewalks project at 600 Highway 190 East.**

Jerry DeWitt spoke of his concern about debris on 600 Highway 190 East that he alleged was from the Safe Routes to School project. Mr. DeWitt was encouraged to follow the City's claim process. (Councilmember Humphrey left the dais at 7:06 p.m. and returned at 7:11 p.m. when discussion of this item closed.)

8. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

There were no media inquiries.

9. ITEMS OF COMMUNITY INTEREST

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

- Early voting for the November 3 election began yesterday and runs through October 30 at the Walker County Annex on Sam Houston Avenue. Election Day is November 3.
- The Lambda Phi Chapter of Kappa Sigma at SHSU will be holding a Zombie Run on October 31st at 7:30 a.m. For more information, please contact Robert Ferguson at 936-662-1823.
- We are sending best wishes to all of the USA gymnasts competing in Glasgow this weekend, especially the Women's Artistic Team from Karolyi Ranch right here in Huntsville!
- Come out to the Sam Houston Statue on October 22 for "The Legend" Drink Competition! The Statue is turning 21, so we are helping celebrate by selecting an official non-alcoholic drink to be called "The Legend." Judging will be at 10 a.m., and public tastings are from 11-1.
- The annual Heart Walk will be held on November 21, and representatives from Huntsville Memorial Hospital will fill us in on all the details at our November 17 meeting. In the meantime, check out their Facebook page.
- The City Council will not be meeting on November 3, but City Hall will be open from 7 p.m. that night for election returns. The next regular meeting is scheduled for November 17. If the need arises between now and then, a special session may be scheduled.
- Because of the break in the regular meeting schedule, we would like to give an early acknowledgement to the City's Municipal Court staff, in recognition of Municipal Court Appreciation Week, which will be November 2-6 this year. Take a moment to drop by the court, located in the Sheriff's building on FM 2821, and let them know how much they are appreciated!

The Police Chief updated the Council on the successful wildfire containment on FM 247 last night. Mayor Woodward invited everyone to attend the State of the City on October 27 at the Veterans Conference Center at 5:30 p.m.

10. EXECUTIVE SESSION

- a. **City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.074 - personnel matters regarding the evaluation and job duties of City Manager Matt Benoit. [Mayor Woodward]**
- b. **City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.071 legal advice on the following items:**
- (1) contract with fd2s design consultants; and
 - (2) denial of appeal request by Gilbreath Outdoor Advertising regarding off-premise billboard sign and Gilbreath v.

the City of Huntsville. [Matt Benoit, City Manager, and Leonard Schneider, City Attorney]

The Mayor adjourned the Council into Executive Session at 7:19 p.m.

11. RECONVENE

- a. **Take action, if necessary, on items addressed during Executive Session.**

The Council reconvened at 8:47 p.m. Councilmember Olson moved to reflect a 6% increase in the City Manager's contract; the motion was seconded by Councilmember Montgomery. The motion was adopted 8-1, Councilmember Allen voting against. Councilmember Olson moved to instruct the City Attorney to make an offer of \$3,400 to fd2s; the motion was seconded by Councilmember Montgomery. The motion was unanimously adopted, 9-0. Councilmember Olson moved the Council instruct the City Attorney to go forward with a settlement proposal for item 10b(2) and come back with offer in writing; the motion was seconded by Councilmember Johnson. The motion was unanimously adopted, 9-0.

12. ADJOURNMENT

Mayor Woodward adjourned the meeting at 8:49 p.m.

Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL COMBINED WORKSHOP WITH THE PLANNING COMMISSION HELD ON THE 5th DAY OF NOVEMBER 2015, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 12:00 P.M.

The Council met in a combined workshop session with the following:

COUNCILMEMBERS PRESENT: Andy Brauning, Joe Emmett, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: Mac Woodward, Lydia Montgomery, Don H. Johnson, and Keith D. Olson

OFFICERS PRESENT: Matt Benoit, City Manager, Lee Woodward, City Secretary

MAIN SESSION [12:00 P.M.]

1. **CALL TO ORDER** – David Anderson of the Planning Commission called the meeting to order at 12:03 p.m.
2. **WORKSHOP** – The City Council will meet with the Planning Commission to review the major subdivision preliminary plat for the Cottages at Ravens Corner and variance requests for relief from strict application of the City of Huntsville's *Development Code Chapter 5, Table 5-1 for setbacks and Section 501.4* regarding public street frontage.

The Council and Commission heard from Aron Kulhavy, Director of Community and Economic Development, on items both corrected and still seeking variance. Developer Casey Collum answered questions on proposed construction.

3. ADJOURNMENT

The session adjourned for the Planning Commission meeting at 12:38 p.m. A quorum of Councilmembers did not remain for the Planning Commission meeting.

Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL SESSION HELD ON THE 10th DAY OF NOVEMBER 2015, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Mac Woodward, Andy Brauning, Lydia Montgomery, Don H. Johnson, Keith D. Olson, Joe Emmett, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Matt Benoit, City Manager, Lee Woodward, City Secretary

MAIN SESSION [6:00 P.M.]

1. **CALL TO ORDER** - Mayor Woodward called the meeting to order at 6:00 p.m.
2. **INVOCATION AND PLEDGES** – Mayor Woodward observed a moment of silence in remembrance of former Councilmember William "Bill" Hammock, who served from 1986-1990 and has passed away.
3. **ELECTION MATTERS**
 - a. **Presentation, public comment, discussion, and possible action to approve an Election Services Contract with Walker County for a mayoral runoff election. [Lee Woodward, City Secretary]**

Lee Woodward, City Secretary, presented the election services contract to Council, and explained options for Council consideration. Councilmember Johnson moved to approve an Election Services Contract with Walker County for a runoff election on December 12, with early voting and election day polling at the Walker County Annex for all precincts, with a optical scanner count; the motion was seconded by Councilmember Montgomery. The motion was adopted, 9-0.

- b. **Presentation, public comment, discussion, and possible action to direct the City Secretary and staff to enter into any and all necessary contracts related to a runoff election. [Lee Woodward, City Secretary]**

No action was taken.

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

There were no media inquiries.

5. ITEMS OF COMMUNITY INTEREST

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

Councilmember Olson reminded all that Kroger's would be opening soon and that Spec's has opened. Councilmember Brauning announced a Veteran's ceremony at Elkins Lake tomorrow morning at 7 a.m. and at SHSU at the Johnson Coliseum at 9 a.m.

6. ADJOURNMENT

Mayor Woodward adjourned the meeting at 6:32 p.m.

Lee Woodward, City Secretary



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 5b

Item/Subject: Consider designating the Civil Rights Officer and Labor Standards Officer, reaffirming the Civil Rights Policies pursuant to the Texas Community Development Block Grant Program—Disaster Recovery (CDBG-DR) Contract Number 7215057, and adopting Resolution 2016-06 in support of same.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben

Recommended Motion: Move to designate Sherry McKibben as the Civil Rights Officer and the Labor Standards Officer, reaffirm the Civil Rights Policies pursuant to the Texas Community Development Block Grant Program Disaster Recovery (CDBG-DR) Contract Number 7215057, and adopt Resolution 2016-06 in support of same.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City of Huntsville was awarded a Community Development Block Grant-Disaster Recovery (CDBG-DR) flooding that took place in May and June of 2015. The City was awarded \$350,000 in Disaster Recovery funds to replace the generator that failed at the A.J. Brown Wastewater Treatment Facility. The City Council accepted this award on October 20, 2015.

The City Council approved a similar agenda item at its meeting on October 20, 2015, but the resolutions are grant specific. These policies and appointments are only for the grant named in the agenda item. The resolution adopted on October 20, 2015 was for the CDBG Contract NO. 7215240. This agenda item only pertains to grant activities under the CDBG-DR Contract NO. 7215057.

The grant requires that the City Council appoint a Civil Rights Officer to ensure that the Civil Rights Policies are followed in regards to this grant and a Labor Standards Officer is required to ensure that the Davis-Bacon Act is followed in regards to fair wages.

Additionally, the grant requires the reaffirmation of policies that support Civil Rights for this grant activity.

These include the reaffirmation of:

1. The Section 3 Policy for CDBG-DR grant activity. Section 3 states that the City and contractors working on CDBG grant funded activities will strive to the greatest extent feasible to engage business and individuals classified as Section 3. A Section 3 business is a business owned by a person who is low income, is on public assistance, and/or lives in public housing. A Section 3 individual must meet the same qualifications.
2. The use of excessive force by the City. Resolution 2012-11 states that the City will not use excessive force against persons who are engaging in non-violent protests.
3. A Citizen Participation Plan and Grievance Procedures that outline the procedure the City will follow

in notifying the public about the activities in regards to the CDBG-DR Grant and steps the citizens would follow in the event they have a grievance.

4. The Section 504 Policy against discrimination based on handicap and outlines the grievance procedures a citizen would follow to issue a complaint.

5. The Fair Housing Policy that state the City will not discriminate in housing and will have one fair housing activity per year during the grant period. The City will proclaim April as Fair Housing Month to fulfill the requirement.

Previous Council Action: Council approved applying for this grant on August 4, 2015 and accepted the grant on October 20, 2015.

Financial Implications:

Item is not budgeted: A budget amendment will be submitted for Council approval after bids have been obtained for the purchase and installation of the generator. It is expected the total cost will be in the \$350,000 range.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Resolution 2016-06 (Page 3)
- Civil Rights Officer Designation (Page 5)
- Labor Standards Officer Designation (Page 6)
- Section 3 Policy (Page 7)
- Excessive Force Policy (Page 8)
- Citizen Participation Plan and Grievance Procedures (Page 9)
- Section 504 Policy and Grievance Procedures (Page 12)
- Fair Housing Policy (Page 14)

RESOLUTION NO. 2016-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, REAFFIRMING THE CIVIL RIGHTS POLICIES PURSUANT TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG-DR)-DISASTER RECOVERY CONTRACT NUMBER 7215057.

WHEREAS The City of Huntsville, (hereinafter referred to as "City of Huntsville") has been awarded TxCDBG-DR funding through a TxCDBG-DR grant from the Texas Department of Agriculture (hereinafter referred to as "TDA"), Contract No. 7215057 (hereinafter referred to as "the Contract");

WHEREAS The City of Huntsville, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS The City of Huntsville, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS The City of Huntsville, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG-DR project area;

WHEREAS The City of Huntsville, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS The City of Huntsville, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS The City of Huntsville, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of Contract No. 7215057, to affirmatively further fair housing;

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville Texas,

Section 1 The City reaffirms the following policies in regards to Contract No. 7215057:

1. Section 3 Policy;
2. Excessive Force Policy;
3. Citizen Participation Plan and Grievance Procedures;
4. Section 504 Policy and Grievance Procedures; and
5. Fair Housing Policy;

Section 2 Designates the Director of Neighborhood Resources as the Civil Rights Officer and Labor Standards Officer in regards to Contract No. 7215057.

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward,
City Secretary

Leonard Schneider,
City Attorney



Designation Form for Civil Rights Officer



City: Huntsville

TxCDBG Contract # 7215057

Address: 1212 Avenue M

Huntsville, TX 77340

Telephone Number: 936-291-5428

I, Mac Woodward, Mayor, do hereby appoint Dr. Sherry McKibben, as the Civil Rights Officer for the City of Huntsville.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Huntsville, as required by the Texas Community Development Block Grant Program Contract No.7215057.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: _____

(Signature)



Appointed by: _____

Date: _____

(Signature)

Appointment of Labor Standards Officer

(Submit form to Labors@TexasAgriculture.gov)

A701

Grant Recipient: City of Huntsville

Contract No: 7215057

I, Mayor Mac Woodward hereby appoint Dr. Sherry McKibben

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

Appointed Labor Standards Officer Name:	Dr. Sherry McKibben				
Address:	1212 Avenue M				
City:	Huntsville	State:	TX	Zip:	77340
Telephone Number:	936-291-5428	Fax Number:	936-291-5409		
Email Address:	smckibben@huntsvilletx.gov				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: _____

Date: _____

Appointed by: _____

Mac Woodward

Title: _____

Mayor

Signature: _____

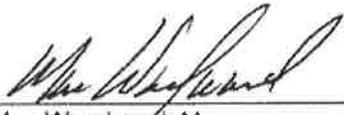
Date: _____

Section 3 Policy

In accordance with 12 U.S.C. 1701u and where Texas Community Development Block Grant (TxCDBG) funded projects are concerned, the City of Huntsville agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment, and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As Mayor of the City of Huntsville, I the undersigned have read and fully agree to this plan, and will direct the appropriate City Personnel to accomplish the full implementation of this program per the adoption of the aforementioned Resolution by the City Council of the City of Huntsville, Texas.



Mac Woodward, Mayor

9/4/12

Date

RESOLUTION NO. 2012-11

**A RESOLUTION OF THE CITY OF HUNTSVILLE, TEXAS
REGARDING THE USE OF EXCESSIVE FORCE.**

WHEREAS, the Huntsville City Council desires to establish its policy regarding the use of excessive force.

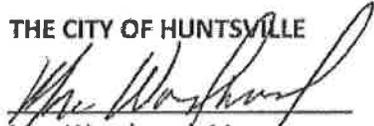
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS THAT;

Section 1: It is the policy of the City of Huntsville Texas to use only that force which is necessary, reasonable, and lawful to accomplish a legitimate police task and the lawful goals of the City of Huntsville. This includes prohibiting the use of excessive force by the law enforcement agencies within its jurisdiction against any individual. The City of Huntsville will be mindful and protective of the rights of all citizens, including all participants in non-violent civil rights demonstrations and be mindful of any existing State and local law against barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration, as well as the rights of any onlookers, bystanders, or any other persons located in the vicinity or owning property in the vicinity.

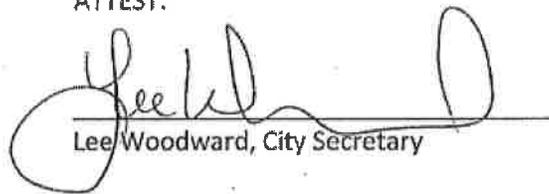
Section 2: This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND ADOPTED by the City Council of the City of Huntsville, Texas, on this, the 7th day of February, 2012.

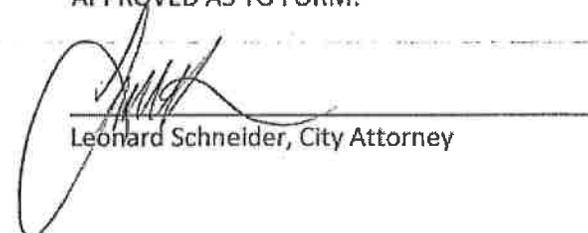
THE CITY OF HUNTSVILLE


Mac Woodward, Mayor

ATTEST:


Lee Woodward, City Secretary

APPROVED AS TO FORM:


Leonard Schneider, City Attorney

**CITY OF HUNTSVILLE CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Huntsville, Texas, 1212 Avenue M, Huntsville, TX 77340, 936-291-5400 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Huntsville, Texas, 1212 Avenue M, Huntsville, TX 77340 or may call 936-291-5428.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City/County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.



Mac Woodward, Mayor



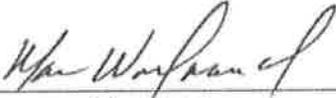
Date

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Huntsville hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Huntsville does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Huntsville's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Huntsville shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, The City of Huntsville shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for The City of Huntsville to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **Dr. Sherry McKibben, Neighborhood Resources Director**, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted **Dr. Sherry McKibben**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Dr. Sherry McKibben** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Huntsville relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Huntsville within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Huntsville complies with Section 504 and HUD regulations.



Mac Woodward, Mayor

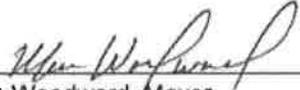
October 20, 2015
Date

Fair Housing Policy

In accordance with Fair Housing Act, the City of Huntsville hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Huntsville *agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Huntsville *agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Huntsville will introduce and pass a resolution adopting this policy.

As officers and representatives of The City of Huntsville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Mac Woodward, Mayor

October 20, 2015
Date



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 5c

Item/Subject: Consider designating the signatories for the Texas Community Development Block Grant – Disaster Recovery (CDBG-DR) Contract Number 7215057 and adopting Resolution 2016-07 in support of same.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben

Recommended Motion: Move to designate the signatories for the Texas Community Development Block Grant – Disaster Recovery (CDBG-DR) Contract Number 7215057 and adopt Resolution 2016-07 in support of same.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City of Huntsville was awarded a Community Development Block Grant-Disaster Recovery (CDBG-DR) flooding that took place in May and June of 2015. The City was awarded \$350,000 in Disaster Recovery funds to replace the generator that failed at the A.J. Brown Wastewater Treatment Facility. The City Council accepted this award on October 20, 2015.

The City Council approved a similar agenda item at its meeting on October 20, 2015, but the Resolutions are grant specific. The designation of signatories is only for the grant named in the agenda item. The Resolution Council adopted on October 20, 2015 was for the CDBG Contract NO. 7215240. This agenda item only pertains to grant activities under the CDBG-DR Contract NO. 7215057.

The grant requires that the City Council designate signatories for different aspects of the grant management. Resolution 2016-07 makes the designations of the Mayor and City Manager signatories for Contractual Documents and the Mayor, City Manager, Director of Neighborhood Resources and Finance Department Accountant II the signatories for the Request for Payment form (Form A203). Form A203 is to request reimbursements for the grant fund the City expends on the project. Additionally, the Director of Neighborhood Resources is designated the responsible party for the Environmental Assessment for the project.

Previous Council Action: Council approved applying for this grant on August 4, 2015 and accepted the grant on October 20, 2015.

Financial Implications:

Item is not budgeted: A budget amendment will be submitted for Council approval after bids have been obtained for the purchase and installation of the generator. It is expected the total cost will be in the \$350,000 range.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Resolution 2016-07 (page 3)
- Form A202 – Signatory Designation (page 4)

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-DISASTER RECOVERY (TxCDBG-DR) CONTRACT NUMBER 7215057.

WHEREAS The City of Huntsville, Texas has received a Texas Community Development Block Grant – Disaster Recovery award to provide a generator at the A.J. Brown Wastewater Treatment Facility, and;

WHEREAS It is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS An original signed copy of the TxCDBG-DR *Depository/Authorized Signatories Designation Form* (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS The City Huntsville, Texas acknowledges that in the event that an authorized signatory of the City (elections, illness, resignations, etc.), the City must provide TxCDBG –DR with the following:

- A resolution stating who the new authorized signatory is; and
- A revised TxCDBG-DR *Depository/ Authorized Signatories Designation Form* (Form A202).

NOW THEREFORE, be it resolved by the city council of the city of Huntsville Texas, as follows:

SECTION 1: The Mayor and City Manager be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the Texas Community Development Block Grant –Disaster Recovery Program.

SECTION 2: The Mayor, City Manager, Director of Neighborhood Resource and Finance Department Accountant II be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Texas Community Development Block Grant – Disaster Recovery Program.

SECTION 3: The Director of Neighborhood Resources is designated the Responsible Party for the City in regards to the Environmental Assessment for Contract No. 7215057.

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

Depository/Authorized Signatories Designation Form
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Grant Recipient City of Huntsville

TxCDBG Contract No. 7215057

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Mac Woodward	Matt Benoit
_____ (Name)	_____ (Name)
Mayor	City Manager
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Sherry McKibben	Rachel Kulhavy
_____ (Name)	_____ (Name)
Director of Neighborhood Resources	Finance Department Accountant II
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

Mac Woodward	Matt Benoit
_____ (Name)	_____ (Name)
Mayor	City Manager
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 5d

Item/Subject: Consider approving tax sale bids for trust properties, Property IDs 26306, 26501, 25976, 25836, 25612 and 25914, as recommended by the Walker County Appraisal District.

Initiating Department/Presenter: Finance

Presenter: Steve Ritter, Finance Director

Recommended Motion: Move to approve the tax sale bid for trust properties 26306, 26501, 25976, 25836, 25612 and 25914, as recommended by the Walker County Appraisal District.

Strategic Initiative: Goal #7 - Finance - Provide a sustainable, efficient and fiscally sound government through conservative fiscal practices and resource management.

Discussion: The Walker County Appraisal District provides bid information for trust properties to the taxing entities for their consideration, and recommends acceptance of these bids. The Appraisal District’s process for these kinds of properties is to have an “initial sale” where the minimum bid is the lesser of a) the amount of tax and court costs due on the property or b) the adjudged market value. If there are no bidders on the “initial sale” then the property is “struck off” and becomes trust property of the taxing entities.

After property becomes property of the taxing entities, the Walker County Appraisal District then may receive bids for less than required in the initial sale process. The Walker County Appraisal District’s policy is that it will recommend acceptance of a bid to the taxing entities if the bid is a minimum of 15% of the value of the property for the most recent tax year. If the property has been in trust for more than 12 months, the Appraisal District may recommend a bid less than the usual threshold.

The year each property went into “Trust” and its assessed value and bid amount are as follows:

<u>Property #</u>	<u>Trust Yr.</u>	<u>Assessed Value</u>	<u>Bid Amount</u>
26306	2006	\$4,000	\$500
26501	2009	\$4,000	\$500
25976	2002	\$3,000	\$600
25836	2008	\$3,000	\$600
25612	2008	\$3,000	\$500
25914	2011	\$3,000	\$600

The total of all bids is \$3,300 of which the City would receive approximately \$600.

Previous Council Action: No previous Council action on these properties. The last time Council approved a trust property bid item was October 6, 2015.

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- WCAD Tax Sale Trust Properties document; properties 26306, 26501, 25976, 25836, 25612 (page 2)
- WCAD Trust Property Bid Approval form; properties 26306, 26501, 25976, 25836, 25612 (page 3)
- WCAD Tax Sale Trust Properties document; property 25914 (page 4)
- WCAD Trust Property Bid Approval form; property 25914 (page 5)

TAX SALE TRUST PROPERTIES

The property listed below is owned by the taxing jurisdictions, in trust for itself and any other taxing units participating in the judgment and original tax sale wherein the properties were struck off to the taxing authorities because no bids were received.

The properties have been offered for sale by the Walker County Appraisal District on behalf of the taxing units. Some of these properties have been put up for sealed bids in the past and did not receive bids at that time. Any property not receiving an acceptable bid will be available to bid on in the near future.

Property Description		Bidder(s)	Amount of Bid
GEO ID	<u>3324-042-0-01700</u> Prop ID <u>26306</u> Elkins Lake, sec 4, Blk 42, Lot 17	<i>Swanigan Michael</i>	<i>\$500.00</i>
GEO ID	<u>3324-045-0-06400</u> Prop ID <u>26501</u> Elkins Lake, sec 4, Blk 45, Lot 64	<i>Swanigan Michael</i>	<i>\$500.00</i>
GEO ID	<u>3323-032-0-00200</u> Prop ID <u>25976</u> Elkins Lake, sec 3, Blk 10, Lot 02	<i>Swanigan Michael</i>	<i>\$600.00</i>
GEO ID	<u>3323-028-0-01200</u> Prop ID <u>25836</u> Elkins Lake, sec 3, Blk 28, Lot 12	<i>Swanigan Michael</i>	<i>\$600.00</i>
GEO ID	<u>3323-023-0-02200</u> Prop ID <u>25612</u> Elkins Lake, sec 3, Blk 23, Lot 22	<i>Swanigan Michael</i>	<i>\$500.00</i>

The *italicized* bids are those being recommended for acceptance. This recommendation is being made through joint agreement by this office and any other agency of concern. All taxing authorities concerned must give unanimous consent to the disposition of these properties if less than the total taxes due.

*Denotes 1st bid received when multiple bids for the same amount have been received for the same property.
 **Denotes 2nd bid received when multiple bids for the same amount have been received for the same property.
 Any bid listed above that is not highlighted or italicized is not being recommended for approval.

Applicable Jurisdiction: City of Huntsville

Submitted To Jurisdiction for Approval on: 13-Oct-15 By: 
 Raymond A. Kiser - Chief Appraiser

TAX SALE TRUST PROPERTIES

The property listed below is owned by the taxing jurisdictions, in trust for itself and any other taxing units participating in the judgment and original tax sale wherein the properties were struck off to the taxing authorities because no bids were received.

The properties have been offered for sale by the Walker County Appraisal District on behalf of the taxing units. Some of these properties have been put up for sealed bids in the past and did not receive bids at that time. Any property not receiving an acceptable bid will be available to bid on in the near future.

Property Description				Bidder(s)	Amount of Bid
<i>GEO ID</i>	<i><u>3323-029-0-04600</u></i>	<i>Prop ID</i>	<i><u>25914</u></i>	<i><u>Swanigan Michael</u></i>	<i><u>\$600.00</u></i>
<i>ELKINS LAKE SEC 3A BLOCK 29 LOT 46</i>					

The *italicized* bids are those being recommended for acceptance. This recommendation is being made through joint agreement by this office and any other agency of concern. All taxing authorities concerned must give unanimous consent to the disposition of these properties if less than the total taxes due.

**Denotes 1st bid received when multiple bids for the same amount have been received for the same property.*

***Denotes 2nd bid received when multiple bids for the same amount have been received for the same property.*

Any bid listed above that is not highlighted or italicized is not being recommended for approval.

Applicable Jurisdiction: _____ City of Huntsville

Submitted To Jurisdiction for Approval on: 22-Sep-15

By: _____


Raymond A. Kiser - Chief Appraiser



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 5e

Item/Subject: Consider adopting Resolution 2016-08, authorizing the City Manager to approve purchase orders for the annual purchase of various road materials from Cleveland Asphalt, Pavers Supply, and Martin Marietta.

Initiating Department/Presenter: Public Works

Presenter: Carol Reed, Director of Public Works

Recommended Motion: Move to adopt Resolution 2016-08 authorizing the City Manager to approve purchase orders for the purchase of road materials as indicated.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The road materials annual purchase order contains items used daily for the repair, maintenance, and improvement of street infrastructure, including work such as paving overlays, chip seal coats, utility damage repairs, and street failure repairs. The City of Huntsville keeps items on hand to respond quickly and provide the citizens with quality streets. By establishing annual purchase orders the staff can purchase items as needed knowing that City Council has previously approved the purchase.

Road materials include the items as listed below:

Description	Use	Proposed Price	Estimated annual usage	Vendor
CRS-2 Asphalt	Material used to chip seal in streets	\$1.7634 per gallon	19,000 Gallons	Cleveland Asphalt
Asphaltic Hot Mix	Material to pour overlays	\$59.17 per ton	4,500 tons	Pavers Supply
Flowable Fill	Material used to fill voids and washouts	\$90.00 per cubic yard	50 cubic yards	Martin Marietta
Flexible Base	Material used as a road base	\$27.93 per ton	600 tons	Pavers Supply Company
Cement Stabilized Flexible Base	Material used to stabilize pipe infrastructure	\$44.10 per ton	150 tons	Pavers Supply Company
Chip Rock 3/8" Limestone	Material used as chip seal in street construction & bed sewer pipe	\$32.66 per ton	50 tons	Pavers Supply Company
Chip Rock 5/8" Limestone	Material used as chip seal in street construction & bed sewer pipe	\$32.37 per ton	50 tons	Pavers Supply Company
Sand	Material used as a fill	\$20.71 per ton	100 cubic yards	Pavers Supply Company

Concrete Washed Sand	Material used in WWTP sludge bed	\$23.00 per cubic yard	50 cubic yards	Martin Marietta
Ready Mix Concrete less than 5 yards	Material used to repair sidewalks, driveways, streets	\$105.00 per cubic yard + \$30.00 fuel fee	70 cubic yards	Martin Marietta
Ready Mix Concrete more than 5 yards	Material used to repair sidewalks, driveways, streets	\$100.00 per cubic yard + \$30.00 fuel fee	30 cubic yards	Martin Marietta

The City placed a formal sealed bid for the items. The terms allow for a one-year term with an option to renew for one year in December 2016, thus a possible expiration date of December 2017. There is a no-fault written cancellation clause should either party not be satisfied. The invitation to bid was advertised on the City's web site, in the Huntsville Item and Electronic State Business Daily, and was sent to sixteen potential bidders. The bid allows for the City to select the lowest most responsible bidder per item.

Previous Council Action:

Description	January 3, 2012	November 19, 2013	Proposed
CRS-2 Asphalt	\$2.10 per Gallon	\$2.334 per gallon	\$1.7634 per gallon
Asphaltic Hot Mix	\$65.00 per Ton	\$73.29 per ton	\$59.17 per ton
Flowable Fill	\$62.00 Per Cubic Yard	\$75.00 per cubic yard	\$90.00 per Cubic Yard
Flexible Base	\$23.88 per Ton	\$27.24 per ton	\$27.93 per Ton
Cement Stabilized Flexible Base	\$34.50 per Ton	\$45.32 per ton	\$44.10 per Ton
Chip Rock 3/8" Limestone	\$34.00 per Ton	\$40.06 per ton	\$32.66 per Ton
Chip Rock 5/8" Limestone	\$34.00 per Ton	\$40.06 per ton	\$32.37 per Ton
Sand	N/A	N/A	\$20.71 per Ton
Concrete Washed Sand	\$23.00 per Cubic Yard	\$21.00 per cubic yard	\$23.00 per Cubic Yard
Ready Mix Concrete less than 5 yards	N/A	N/A	\$105.00 per cubic yard + \$30.00 fuel fee
Ready Mix Concrete more than 5 yards	N/A	N/A	\$100.00 per cubic yard + \$30.00 fuel fee

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: Various departmental budgets **In the amount of \$ variable**

Item is not budgeted:

Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Resolution 2016-08, pages 3-4
- Bid Tabulation, page 5
- 2016 Street Replacment Schedule, page 6

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, INTERPRETING SECTION 14.14 OF THE CITY CHARTER AS TO THE APPROPRIATENESS OF AWARDING THE ANNUAL PURCHASE OF VARIOUS ROAD MATERIALS.

WHEREAS Section 14.14 of the City Charter states:

“The Council may award contracts only at regular meetings of the Council except in the event of grave public emergency or calamity. It is further provided that from the date of any City general election until the members of the Council elected at such election have duly qualified and taken office, the Council shall not create, make, or enter into any contract for the purchase of materials, supplies, land, or buildings, or for the construction or repair of any public building or the carrying on of any public work, or professional services requiring or authorizing any expenditure in excess of one thousand dollars which creates or imposes on the City any obligation or liability of any nature or character whatsoever, except in the event of grave public emergency or calamity. It is specifically provided, however, that this provision shall not apply to contracts lawfully authorized prior to any City general election or to contracts which may hereafter be lawfully authorized by a vote of the qualified voters of the City, or to contracts made for the purpose of continuing the normal functions of any regularly established department of the City. Any and all contracts hereafter made by the City in violation of the terms of this provision shall be void and shall not be enforceable in any court of this State and the performance of same and the payment of any money there under may be enjoined by any property tax paying citizen of the City.”

WHEREAS The City of Huntsville, has conducted a procurement process for the annual purchase of various road materials that meets State and Local requirements; and

WHEREAS Section 3.03 of the City of Huntsville City Charter states, the City shall have the power to contract and be contracted with; and

WHEREAS Section 11.06 of the City of Huntsville City Charter states funds are appropriated from the effective date of the budget, thereby lawfully making funds available for the annual purchase of various road materials; and

WHEREAS Section 11.15 of the City of Huntsville City Charter sets forth guiding procurement procedures for contracts to be executed, many of which are in contrary to Section 14.14; and

WHEREAS The City Council finds it necessary and appropriate to award the annual purchase of various road materials to the low bid supplied for the requisite road material; and

WHEREAS Section 14.14 of the Charter does not specifically mention run-off elections; and

WHEREAS The Council believes the intent of Section 14.14 was not to prohibit general operations of the City for a period of two months that affect health, safety and welfare.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville Texas,

Section 1 The City Council of the City of Huntsville, TX finds it appropriate to interpret City Charter Section 14.14 as not applicable in these circumstances and further contrary to City Charter Sections 3.03, 11.06 and 11.15.

Section 2 The City Council approves the annual purchase of various road materials and authorizes the City Manager to sign and execute all associated contractual documents after approval by the City Attorney.

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

Bid No. 16 - 02

Road Materials

Bid Response

October 21, 2015

2:00 pm Central Standard Time



Description	Martin Marietta	Cleveland Asphalt Products, Inc	Ergon Asphalt & Emulsions	Martin Asphalt	Pavers Supply Company
CRS-2 Asphalt	No Bid	\$1.7634	\$2.1494	\$1.8600	No Bid
Hot Mix	No Bid	No Bid	No Bid	No Bid	\$59.17
Flowable Fill	\$90.00	No Bid	No Bid	No Bid	No Bid
Flexible Base	No Bid	No Bid	No Bid	No Bid	\$27.93
Stabilized Flexible	No Bid	No Bid	No Bid	No Bid	\$44.10
Trap Rock	No Bid	No Bid	No Bid	No Bid	No Bid
Chip Rock 3/8" - Limestone	No Bid	No Bid	No Bid	No Bid	\$32.66
Chip Rock 5/8" - Limestone	No Bid	No Bid	No Bid	No Bid	\$32.70
Sand	No Bid	No Bid	No Bid	No Bid	\$20.17
Concrete Washed Sand	\$23.00	No Bid	No Bid	No Bid	No Bid
Ready - Mix Concrete - Less five (5) Delivered	\$105.00 + \$30.00 fuel fee	No Bid	No Bid	No Bid	No Bid
Ready - Mix Concrete - More five (5) delivered	\$100.00 + \$30.00 fuel fee	No Bid	No Bid	No Bid	No Bid

*NOTICE: Bid award is contingent upon vendor meeting bid requirements and formal authorization by City officials

STREET PAVING LIST FOR FY 2015-2016

STREET NAME	LOCATION	FROM	TO	COST	length	width	sq.yd.	TYPE OF MAINTENANCE
TAMI ROAD	STATE HIGHWAY 75N	END	END	\$288.75	1850		24	2800.00 Crack Seal
FALL TIMBERS LN	FM 1374	VETERANS MEMORIAL DR		\$11,721.97	2940		20	6533.33 Crack Seal, Seal Coat
MARTIN LUTHER KING JR 1ST ST		11TH ST		\$885.60	3564		36	14336.00 Crack Seal, Seal Coat
FAIRWAY DR	GREENTREE DR	END		\$16,418.40	1932		24	5152.00 Crack Seal
WOODLAND VALLEY	LAUREL SPRINGS DR	END		\$664.13	2415		24	6440.00 Crack Seal
ROBINSON CREEK PKY	WINDSOR DR	INTERSTATE 45 NORTH FEEDER		\$12,518.00	1138		37	3414.00 Crack Seal, Typ F Levelup
PRESTON LN	JOHNSON RD	END		\$10,521.67	590		18	2426 Crack Seal, Typ F Levelup, Striping
02ND ST	AVE D	MARTIN LUTHER KING JR DR		\$11,636.93	630		18	1850.00 Overlay 1 1/2"
03RD ST	AVE E	MARTIN LUTHER KING JR DR		\$5,534.53	614		22	926 Crack Seal, Typ F Levelup
17TH ST	AVE R	AVE S		\$3,442.39	571		31	1,997 Crack Seal, Seal Coat
18TH ST	AVE D	AVE S		\$502.58	1829		30	6,097 Crack Seal
19TH ST	AVE D	INTERSTATE 45 NORTH FEEDER		\$825.28	3001		31	10336.78 Crack Seal
22ND ST	SAM HOUSTON AVE	AVE O		\$444.40	1616		31	5566.22 Crack Seal
23RD ST	SAM HOUSTON AVE	AVE O		\$657.60	1664		33	6,101 Crack Seal
23RD ST	AVE O	INTERSTATE 45 NORTH FEEDER		\$636.35	2314		30	7,713 Crack Seal
24TH ST	AVE P	ROBINSON WAY		\$2,659.88	541		27	1,623 Crack Seal, Seal Coat
25TH ST	END	ROBINSON WAY		\$1,871.35	354		27	1,062 Crack Seal, Seal Coat
AVE S	END	ROBINSON WAY		\$8,738.23	1653		27	4,959 Crack Seal, Seal Coat
AVE O	19TH ST	23RD ST		\$5,319.44	656		32	3,044 Crack Seal, Seal Coat
AVE N/A	19TH ST	END		\$5,551.84	1878		27	6,534 Crack Seal, 22nd to 23rd Typ F Levelup
AVE J	07TH	END		\$11,896.43	2251		27	6,753 Crack Seal, Seal Coat
AVE D	02ND ST	03RD ST		\$18,894.15	1782		26	5,148 Crack Seal, Typ F Levelup
AVE D	01ST ST	02ND ST		\$2,197.80	296		18	917 Crack Seal, Typ F Levelup
BENT BOUGH PARK	PINE GROVE DR	RAVEN HILL DR		\$3,468.67	688		12	917 Crack Seal, Typ F Levelup
BOWERS BLVD	BEARCAT BLVD	AVE H		\$9,754.56	920		25	2657.78 Crack Seal, Typ F Levelup
JULIA AVE	ROOSEVELT ST	END		\$43,759.92	3254		44	15909.44 Crack Seal, Typ F Levelup, Striping, Crack Seal System to Bearcat
JULIA AVE	END	ROOSEVELT ST		\$1,533.40	245		15	410 Crack Seal, Typ F Levelup
KNOB OAKS DR	PINE GROVE DR	RAVEN HILL DR		\$1,864.93	344		15	507 Crack Seal, Typ F Levelup
LONG POINT RD	MARY AVE	ROOSEVELT ST		\$10,290.00	930		27	2790.00 Crack Seal, Typ F Levelup
MARY AVE	MERCHANT ST	ROOSEVELT ST		\$2,015.69	304		18	540 Crack Seal, Typ F Levelup
NORTH PARK RD	MARY AVE	SMITH HILL RD		\$5,171.83	780		18	1,387 Crack Seal, Typ F Levelup
PARR DR	STATE HIGHWAY 30E	SMITH HILL RD		\$2,550.93	283		22	862 Crack Seal, Typ F Levelup
ROBINSON WAY	2ND ST	25TH ST		\$8,000.65	905		16	1,609 Crack Seal, Typ F Levelup
ROOSEVELT ST	JULIA ST	SMITH HILL RD		\$5,225.93	2398		27	7,194 Crack Seal, Seal Coat
MARY AVE	LONGPOINT RD	MERCHANT ST		\$4,378.37	623		17	1,177 Crack Seal, Typ F Levelup
MERCHANT ST	MARTIN LUTHER KING JR DR	FM 247		\$4,868.79	596		20	1,324 Crack Seal, Typ F Levelup
STRAWBERRY LN	SMITH HILL RD	END		\$3,204.67	456		17	881 Crack Seal, Typ F Levelup
OLD PHELPS RD	STATE HIGHWAY 30E	END		\$9,787.58	386		20	855.56 Levelup, Overlay 1 1/2"
SOWELL DR	GOSPEL HILL RD	END		\$468.13	1775		21	4141.67 Crack Seal
SHADY LN	STATE HIGHWAY 30E	FM 1374		\$348.80	1272		17	1736.86 Crack Seal, Typ F Levelup
THORNWOOD WAY	FM 1374	7TH ST		\$15,986.08	1470		26	4246.67 Crack Seal, Typ F Levelup
UNIVERSITY AVE	FM 247	STATE HIGHWAY 19		\$26,860.74	2657		24	7065.33 Crack Seal, Typ F Overlay
BEARCAT BLVD	STATE HIGHWAY 19	STYCAMORE AVE		\$184,231.67	3885		50	21472.22 Crack Seal, Levelup, 1 1/2 overlay, Striping
				TOTAL				\$579,074.26



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 6a

Item/Subject: Consider the award of bid for Avenue M and Normal Park Drive Waterline Replacement Project Construction – (Nos. 14-11-06 & 14-11-07) and adopting associated budget amendment Ordinance 2016-05, first reading.

Initiating Department/Presenter: Engineering

Presenter: Y. S. "Ram" Ramachandra, City Engineer

Recommended Motion: FIRST READING – Move to authorize the City Manager to award the construction contract to Duplichain Contractors, LLP, for the construction of Avenue M and Normal Park Drive Waterline Replacement Projects (Nos. 14-11-06 & 14-11-07), in the amount of \$1,184,427 and adopt the associated budget amendment per Ordinance 2016-05.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: This construction project mainly consists of replacing old cast iron lines, which are deteriorated and experiencing frequent breaks, with new Polyvinyl Chloride (PVC) pipes in the following segments:

1. Avenue M (which is also FM 247) between 11th Street and FM 2821 – approximately 7,000 linear feet – mainly replacing 6" waterline with 8" waterline.
2. Normal Park Drive (from Avenue S to 19th Street and in the vicinity of 11th Street) – approximately 3,300 linear feet – mainly replacing 12" waterline with similar size line.

Unless replaced, the waterlines are expected to break at more frequent intervals leading to increased waterline/pavement repair costs in the coming years. Also, frequent breaks along these segments will adversely affect the flow and the pressure in the distribution system during such failures. As part of the City's Capital Improvement Program, these two projects have been funded to design and construct waterline replacement.

Goodwin-Lasiter-Strong provided design services for the project. Notice to Bidders was advertised on October 4, 2015 upon completion of the design. No utility easements were acquired for the project.

Notice to Bidders was posted on the Huntsville Item and the City of Huntsville web site. Also, project drawings and contract documents were posted on Electronic State Business Daily (ESBD), the City of Huntsville, and Public Purchases web sites. Hard copies of the bid document were sent to potential bidders upon request.

A non-mandatory pre-bid meeting was held on October 13, 2015 to allow all responders access to the City staff for questions, comments and clarifications on the scope of work. The bids were opened on October 20, 2015. Six (6) bids were received for this project. The certified bid tabulation is attached to this agenda item. The low bid amount is \$1,184,427, from Duplichain Contractors, LLP, College Station, TX.

Duplichain Contractors, LLP has not previously worked on any of the City projects. Upon verifying with the references with other cities to whom Duplichain Contractors, LLP worked, positive feedback was received in regard to schedule and quality of work. A copy of the letter of recommendation from Goodwin-Lasiter-Strong, recommending award of construction contract to Duplichain Contractors, LLP, is attached.

The construction contract period will be one hundred and twenty (120) calendar days from the date of Notice to Proceed (NTP). The award of this project requires two readings by the City Council. The associated budget amendment was reviewed and is unanimously recommended for your approval.

Previous Council Action: The project was funded with \$760,000 for Avenue M (11th Street to FM 2821) waterline replacement and \$400,000 for Normal Park (Avenue S to 19th Street) waterline replacement with FY 2014-2015 budget approval for design and construction purposes. An engineering agreement with Goodwin-Lasiter-Strong for professional engineering services for a fee of \$ 113,750 was approved on February 3, 2015.

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: 703-70305-62300 Current account balance is \$678,800
703-70306-62300 Current account balance is \$345,550

Budget amendment consisting of:

Transfer \$30,000 from 701-999 (Water unallocated) to 703-70305-62300,

Transfer \$150,000 from 701-999 (Water unallocated) to 703-70306-62300

Item is not budgeted:

Item is estimated to generate additional revenue:

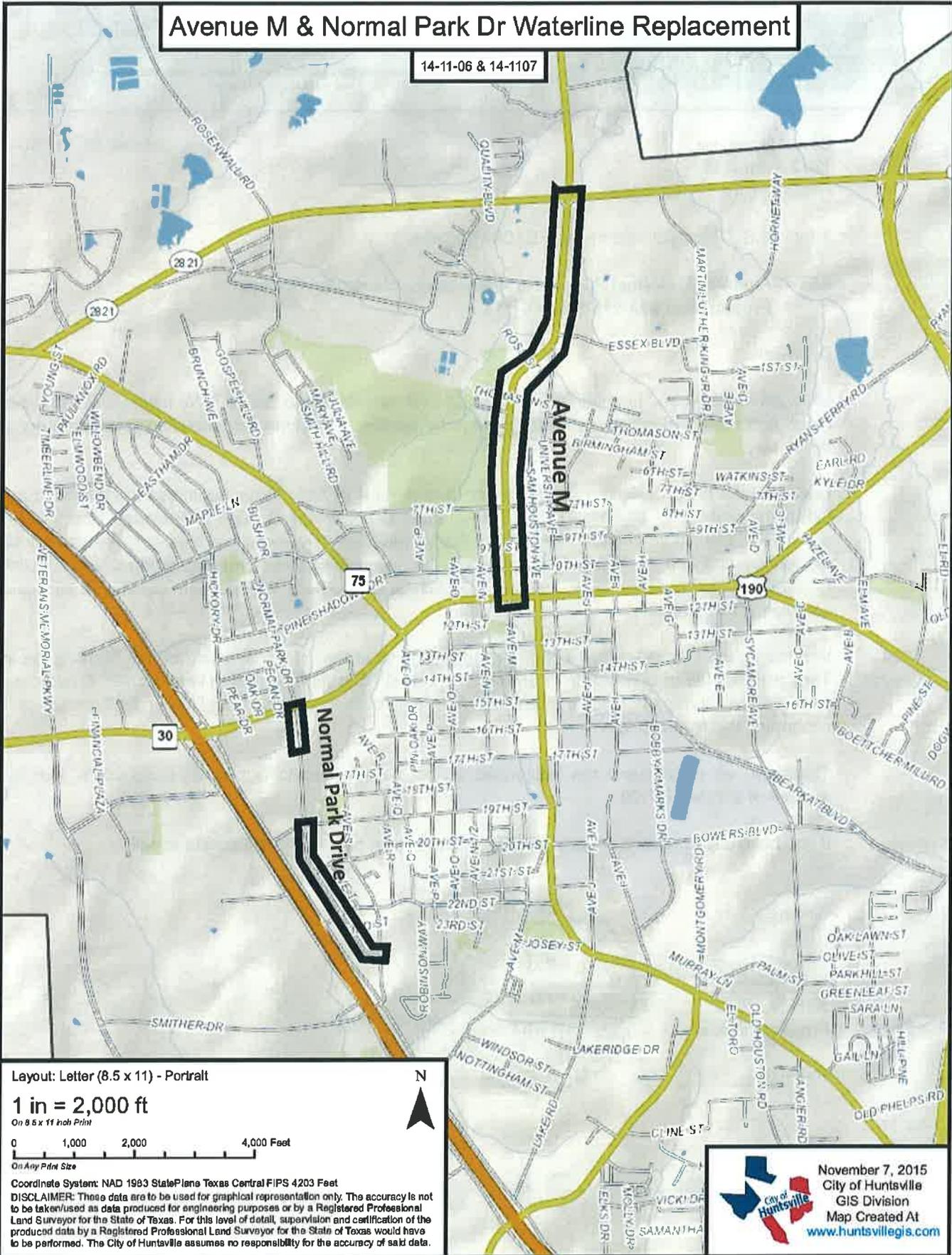
Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Project location map (pages 3)
- Letter of Recommendation for Contract Award (page 4)
- Certified bid tabulations (pages 5-14)
- Ordinance 2016-05 for budget amendment (page 15)
- Exhibit "A" for budget amendment ordinance (page 16)

Avenue M & Normal Park Dr Waterline Replacement

14-11-06 & 14-1107



Layout: Letter (8.5 x 11) - Portrait

1 in = 2,000 ft

On 8.5 x 11 inch Print

0 1,000 2,000 4,000 Feet

On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of said data.



November 7, 2015
City of Huntsville
GIS Division
Map Created At
www.huntsvillelegis.com



City of Huntsville
1212 Avenue M
Huntsville, TX 77340 – 4608

October 21, 2015

Attn: Y.S. "Ram" Ramachandra, PE, City Engineer

**RE: Avenue M, Normal Park Drive Waterline Replacement Projects
Project Nos. #14-11-06 & #14-11-07**

Dear Ram:

Bids were received and opened October 20, 2015 for the referenced project. We have tabulated the bids, noted and corrected minor math errors made by bidders. The final bid tabulation is attached for your reference.

Based on the bids received, Duplichain Contractors, LLP of Alto, Texas submitted the lowest, qualified bid in the amount of **\$1,184,427.00**. This amount is below our Opinion of Probable Cost previously submitted. The bid bond and references for the bid have been reviewed and checked. A summary of the references checked is attached for your records. In addition our firm has worked with Duplichain Contractors, LLP successfully in the past. Duplichain Contractors, LLP appears capable of successfully completing this project.

In addition, we requested their bonding amount and what they currently using of that bonding capacity. They are capable of bonding up to \$6 million. Of that \$6 million, \$4 million is available. Therefore, this project is within their bonding capabilities. An e-mail correspondence from Duplichain Contractors, LLP confirming this is attached.

Therefore, we recommend the referenced project be awarded to Duplichain Contractors, LLP in the amount of \$1,184, 427.00.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

John Rusk, PE
Project Engineer



10/21/15

Enclosures

Bid Tabulation
Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time
Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07



LOWEST BIDDERS

Item No.	Description	Qty	Unit	DUPULICHAIN CONTRACTORS, LLP		MMG CONTRACTORS, LLC		S-T UTILITIES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Items									
1	Mobilization, insurance, project overhead for all equipment, labor, work on project, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$55,000.00	\$55,000.00	\$100,000.00	\$100,000.00	\$34,999.90	\$34,999.90
2	Traffic control including all signage, flagging, detours including all related items and appurtenances, COMPLETE IN PLACE	1	LS	\$15,000.00	\$15,000.00	\$29,000.00	\$29,000.00	\$21,799.90	\$21,799.90
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$13,999.90	\$13,999.90
4	Trench safety plan prepared by Texas Licensed Professional Engineer for excavations 5' and greater in depth, including related equipment, items and appurtenances, COMPLETE IN PLACE	1	LS	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
5	Site clean up including 4" of topsoil replacement, final grading, Hydromulch of areas disturbed by construction, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
TOTAL SECTION A - GENERAL ITEMS					\$85,100.00		\$143,000.00		\$100,299.70
B. Water System Items - Normal Park Drive									
1	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1928	LF	\$60.00	\$115,680.00	\$58.00	\$111,824.00	\$32.17	\$62,023.76
2	12" C-909 Pressure Class 235 PVC Certa-Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	404	LF	\$76.00	\$30,704.00	\$79.00	\$31,916.00	\$58.18	\$23,504.72
3	6" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	36	LF	\$56.00	\$2,016.00	\$60.00	\$2,160.00	\$51.21	\$1,843.56
4	12" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	299	EA	\$60.00	\$17,940.00	\$57.00	\$17,043.00	\$42.09	\$12,584.91
5	2" SCH 40 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	22	LF	\$50.00	\$1,100.00	\$33.00	\$726.00	\$19.04	\$418.88
6	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	10	EA	\$2,700.00	\$27,000.00	\$2,896.00	\$28,960.00	\$3,079.43	\$30,794.30
7	2" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$1,000.00	\$1,000.00	\$841.00	\$841.00	\$993.79	\$993.79
8	6" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$1,600.00	\$3,200.00	\$1,255.00	\$2,510.00	\$1,823.42	\$3,646.84
9	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	5	EA	\$3,400.00	\$17,000.00	\$1,930.00	\$9,650.00	\$4,237.93	\$21,189.65
10	Interconnect proposed 12" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	3	EA	\$2,400.00	\$7,200.00	\$1,580.00	\$4,740.00	\$1,296.99	\$3,890.97
11	Interconnect proposed 12" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,400.00	\$2,400.00	\$1,360.00	\$1,360.00	\$1,931.51	\$1,931.51



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time
Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

LOWEST BIDDERS

Item No.	Description	Qty	Unit	DUPLICHAIN CONTRACTORS, LLP		MMG CONTRACTORS, LLC		5-T UTILITIES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
12	Interconnect proposed 6" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	2	EA	\$2,400.00	\$4,800.00	\$1,381.00	\$2,762.00	\$2,131.51	\$4,263.02
13	Interconnect proposed 2" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,100.00	\$2,100.00	\$1,617.00	\$1,617.00	\$890.48	\$890.48
14	20" Steel Casing (3/8" thickness) w/ Certa Lok pipe installed by bore, including spacer, related fittings, items, and appurtenances, COMPLETE IN PLACE	165	LF	\$220.00	\$36,300.00	\$225.00	\$37,125.00	\$138.68	\$22,882.20
15	Service reconnect of existing long single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	19	EA	\$700.00	\$13,300.00	\$803.00	\$15,257.00	\$1,695.76	\$32,219.44
16	Service reconnect of existing short single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	30	EA	\$700.00	\$21,000.00	\$582.00	\$17,460.00	\$1,133.91	\$34,017.30
17	Remove and relocate existing water meter as shown on plans including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$900.00	\$2,700.00	\$878.00	\$2,634.00	\$1,565.00	\$4,695.00
18	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances, COMPLETE IN PLACE	4	EA	\$4,600.00	\$18,400.00	\$4,653.00	\$18,612.00	\$6,442.43	\$25,769.72
19	Air release and vacuum valve including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$1,700.00	\$1,700.00	\$1,937.00	\$1,937.00	\$4,374.16	\$4,374.16
20	Asphalt pavement repair including related items and appurtenances, COMPLETE IN PLACE	46	LF	\$80.00	\$3,680.00	\$39.00	\$1,794.00	\$45.00	\$2,070.00
21	Concrete sidewalk repair including related items and appurtenances, COMPLETE IN PLACE	5	SY	\$100.00	\$500.00	\$31.00	\$155.00	\$85.00	\$425.00
22	Concrete pavement repair including related items and appurtenances, COMPLETE IN PLACE	24	LF	\$100.00	\$2,400.00	\$65.00	\$1,560.00	\$125.00	\$3,000.00
23	Remove and deliver existing fire hydrant to city, including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$1,000.00	\$3,000.00	\$338.00	\$1,014.00	\$1,200.00	\$3,600.00
24	Disconnect and Cap existing Waterline	9	EA	\$500.00	\$4,500.00	\$932.00	\$8,388.00	\$800.00	\$7,200.00
TOTAL SECTION B - WATER SYSTEM ITEMS - NORMAL PARK DRIVE				\$339,620.00		\$322,045.00		\$308,229.21	

C. Water System Items - Avenue M

1	6" C-909 Pressure Class 235 PVC Waterline, including related fittings, items, and appurtenances, COMPLETE IN PLACE	359	LF	\$30.00	\$10,770.00	\$36.00	\$12,924.00	\$35.41	\$12,712.19
2	8" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	5535	LF	\$36.00	\$199,260.00	\$41.00	\$226,935.00	\$42.48	\$235,126.80
3	8" C-909 Pressure Class 235 PVC Certa Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	319	LF	\$43.00	\$13,717.00	\$51.00	\$16,269.00	\$41.87	\$13,356.53
4	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	112	LF	\$66.00	\$7,392.00	\$60.00	\$6,720.00	\$149.76	\$16,773.12
5	6" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	22	LF	\$35.00	\$770.00	\$37.00	\$814.00	\$68.95	\$1,516.90

ORDINANCE NO. 2016-05

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2015-2016 CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2015-43 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2015-2016 Annual Budget and CIP Budgets were adopted by Ordinance 2015-43 on September 15, 2015;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit "A" attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the _____ day of _____ 2015.

THE CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

Exhibit "A" to Budget Amendment Ordinance #2

CIP Budget Amendment FY 15-16 November 17, 2015

Decrease: Water CIP - Unallocated Budget	\$	180,000
Increase: Water R&R CIP - Ave M (11th - FM2821) - Construction	\$	30,000
Increase: Water R&R CIP - Normal Park (Ave S - 19th St) - Construction	\$	150,000

The 2 Water R&R projects for which increases are being sought were budgeted for originally with the FY 14-15 Budget.

a) The Avenue M project was budgeted for in the total amount of \$760,000, that included \$678,800 for construction.

b) The Normal Park project was budgeted for in the total amount \$400,000 that included \$345,550 for construction.

Explanation: These two projects were recently bid (being bid as one "project") and the bid resulted in construction cost for the Avenue M project being \$703,449 (\$24,649 over budget) and construction cost for the Normal Park project being \$480,978 (\$135,428 over budget). The \$30,000 and \$150,000 increase request are in excess of the "over budget" amounts to allow for some "contingency". Water R&R CIP (Fund 703) does not currently have any "Unallocated Budget" in the Fund. The Water CIP Fund (Fund 701) has \$504,436 of "Unallocated Budget" of which \$46,750 is in "Assigned" status leaving \$457,686 available for use. If this use of \$180,000 being requested is approved that will leave \$277,686 of "Unallocated Budget" for Water CIP (Fund 701)



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time

Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

LOWEST BIDDERS

Item No.	Description	Qty	Unit	DUPLICHAIR CONTRACTORS, LLP		MMG CONTRACTORS, LLC		5-T UTILITIES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
6	8" C-909 Pressure Class 235 PVC Waterline installed by uncess bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	918	LF	\$36.00	\$33,048.00	\$40.00	\$36,720.00	\$41.63	\$38,216.34
7	2" SCH 40 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	144	LF	\$35.00	\$5,040.00	\$23.00	\$3,312.00	\$21.97	\$3,163.68
8	Cement stabilized backfill for waterline construction as noted and detailed including related items and appurtenances, COMPLETE IN PLACE	74	LF	\$60.00	\$4,440.00	\$27.00	\$1,998.00	\$23.11	\$1,710.14
9	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$2,700.00	\$8,100.00	\$3,036.00	\$9,108.00	\$3,900.43	\$11,701.29
10	8" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	21	EA	\$1,750.00	\$36,750.00	\$1,755.00	\$36,855.00	\$2,019.84	\$42,416.64
11	6" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	11	EA	\$1,600.00	\$17,600.00	\$1,254.00	\$13,794.00	\$1,623.42	\$17,857.62
12	2" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$1,000.00	\$4,000.00	\$727.00	\$2,908.00	\$1,193.79	\$4,775.16
13	2" flush valve including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$1,000.00	\$1,000.00	\$710.00	\$710.00	\$1,404.89	\$1,404.89
14	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	2	EA	\$3,200.00	\$6,400.00	\$1,723.00	\$3,446.00	\$3,268.79	\$6,537.58
15	Interconnect proposed 8" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,900.00	\$2,900.00	\$1,693.00	\$1,693.00	\$4,146.65	\$4,146.65
16	Interconnect proposed 8" waterline to existing 8" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	4	EA	\$2,500.00	\$10,000.00	\$1,963.00	\$7,852.00	\$3,303.11	\$13,212.44
17	Interconnect proposed 8" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	7	EA	\$2,500.00	\$17,500.00	\$1,418.00	\$9,926.00	\$2,629.43	\$18,406.01
18	Interconnect proposed 8" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,400.00	\$2,400.00	\$1,595.00	\$1,595.00	\$1,090.48	\$1,090.48
19	Interconnect proposed 6" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	3	EA	\$2,300.00	\$6,900.00	\$1,834.00	\$5,502.00	\$1,611.26	\$4,833.78
20	Interconnect proposed 6" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,100.00	\$2,100.00	\$1,196.00	\$1,196.00	\$1,090.48	\$1,090.48
21	Interconnect proposed 2" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,100.00	\$2,100.00	\$975.00	\$975.00	\$703.29	\$703.29
22	Disconnect and cap existing waterline, including related fittings, items, and appurtenances, COMPLETE IN PLACE	19	EA	\$500.00	\$9,500.00	\$394.00	\$7,486.00	\$1,296.49	\$24,633.31
23	4" steel casing (3/8" thickness) installed by dry bore, including polyethylene service line, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	34	LF	\$50.00	\$1,700.00	\$83.00	\$2,822.00	\$37.55	\$1,276.70
24	6" steel casing (3/8" thickness) installed by dry bore, including Certa Lok Carrier Pipe, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	41	LF	\$60.00	\$2,460.00	\$79.00	\$3,239.00	\$61.14	\$2,506.74
25	14" steel casing (3/8" thickness) installed by open cut, including Certa Lok Carrier Pipe, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	40	LF	\$110.00	\$4,400.00	\$176.00	\$7,040.00	\$86.48	\$3,459.20



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time

Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

LOWEST BIDDERS

Item No.	Description	Qty	Unit	DUPLICHAIN CONTRACTORS, LLP		MMG CONTRACTORS, LLC		5-T UTILITIES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
26	16" steel casing (3/8" thickness) installed by open cut, including Certa Lok Carrier Pipe, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	70	LF	\$120.00	\$8,400.00	\$184.00	\$12,880.00	\$95.39	\$6,677.30
27	16" steel casing (3/8" thickness) installed by dry bore, including Certa Lok Carrier Pipe, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	619	LF	\$180.00	\$111,420.00	\$182.00	\$112,658.00	\$133.45	\$82,605.55
28	Service reconnect of existing long single water service transfer including fittings, service line, comp stops, related items and appurtenances COMPLETE IN PLACE	19	EA	\$700.00	\$13,300.00	\$789.00	\$14,991.00	\$1,527.19	\$29,016.61
29	Service reconnect of existing short single water service transfer including fittings, service line, comp stops, related items and appurtenances COMPLETE IN PLACE	56	EA	\$700.00	\$39,200.00	\$544.00	\$30,464.00	\$1,133.81	\$63,493.36
30	Remove and relocate existing water meter as shown on plans including related items and appurtenances, COMPLETE IN PLACE	5	EA	\$500.00	\$2,500.00	\$712.00	\$3,560.00	\$1,389.69	\$6,948.45
31	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances, COMPLETE IN PLACE	7	EA	\$4,600.00	\$32,200.00	\$4,361.00	\$30,527.00	\$4,975.09	\$34,825.63
32	Asphalt pavement repair including related items and appurtenances, COMPLETE IN PLACE	197	LF	\$70.00	\$13,790.00	\$39.00	\$7,683.00	\$45.00	\$8,865.00
33	Brick Sidewalk pavement repair (using existing bricks) including related items and appurtenances, COMPLETE IN PLACE	3	SY	\$500.00	\$1,500.00	\$52.00	\$156.00	\$500.00	\$1,500.00
34	Concrete pavement repair including related items and appurtenances, COMPLETE IN PLACE	60	LF	\$100.00	\$6,000.00	\$65.00	\$3,900.00	\$125.00	\$7,500.00
35	Gravel pavement repair including related items and appurtenances, COMPLETE IN PLACE	27	LF	\$50.00	\$1,350.00	\$39.00	\$1,053.00	\$35.00	\$945.00
36	Remove and Dispose of existing trees, including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$1,500.00	\$6,000.00	\$98.00	\$392.00	\$800.00	\$3,200.00
37	Remove and deliver existing fire hydrant to city, including related items and appurtenances, COMPLETE IN PLACE	7	EA	\$1,000.00	\$7,000.00	\$533.00	\$3,731.00	\$1,200.00	\$8,400.00
TOTAL SECTION C - WATER SYSTEM ITEMS - AVENUE M DRIVE				\$652,907.00		\$643,834.00		\$736,604.86	
D. WATER SYSTEM ITEMS - NORTH NORMAL PARK DRIVE									
1	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	378	LF	\$60.00	\$22,680.00	\$60.00	\$22,680.00	\$65.22	\$24,653.16
2	12" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	37	LF	\$60.00	\$2,220.00	\$56.00	\$2,072.00	\$63.94	\$2,365.78
3	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$2,700.00	\$8,100.00	\$3,051.00	\$9,153.00	\$3,900.43	\$11,701.29
4	8" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$2,000.00	\$2,000.00	\$1,775.00	\$1,775.00	\$2,019.84	\$2,019.84
5	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	2	EA	\$4,000.00	\$8,000.00	\$1,808.00	\$3,616.00	\$5,228.49	\$10,456.98
6	Interconnect proposed 12" waterline to existing 8" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$3,500.00	\$3,500.00	\$1,547.00	\$1,547.00	\$4,146.65	\$4,146.65

Bid Tabulation
Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time
Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07



LOWEST BIDDERS

Item No.	Description	Qty	Unit	DUPLICHAIN CONTRACTORS, LLP		MMG CONTRACTORS, LLC		5-T UTILITIES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
7	20" steel casing (3/8" thickness) w/ Certa Lok Carrier Pipe installed by bore, including spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	172	LF	\$250.00	\$43,000.00	\$222.00	\$38,184.00	\$138.71	\$23,858.12
8	Service reconnect of existing long single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	1	EA	\$1,000.00	\$1,000.00	\$819.00	\$819.00	\$1,527.19	\$1,527.19
9	Service reconnect of existing short single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	3	EA	\$1,000.00	\$3,000.00	\$629.00	\$1,887.00	\$1,527.19	\$4,581.57
10	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances, COMPLETE IN PLACE	1	EA	\$4,600.00	\$4,600.00	\$4,510.00	\$4,510.00	\$4,975.07	\$4,975.07
11	Asphalt pavement repair including related items and appurtenances, COMPLETE IN PLACE	2	LF	\$500.00	\$1,000.00	\$39.00	\$78.00	\$95.00	\$190.00
12	Concrete pavement (incl. Curb and Gutter) repair including related items and appurtenances, COMPLETE IN PLACE	30	LF	\$100.00	\$3,000.00	\$65.00	\$1,950.00	\$160.00	\$4,800.00
13	Remove and Dispose of Existing Bollards	7	EA	\$100.00	\$700.00	\$390.00	\$2,730.00	\$50.00	\$350.00
14	Disconnect and Cap/Plug existing water line	3	EA	\$1,000.00	\$3,000.00	\$334.00	\$1,002.00	\$1,750.00	\$5,250.00
15	Remove and deliver existing fire hydrant to city, including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$1,000.00	\$1,000.00	\$758.00	\$758.00	\$1,200.00	\$1,200.00
TOTAL SECTION D - WATER SYSTEM ITEMS - NORTH NORMAL PARK DRIVE				\$106,800.00		\$92,761.00		\$102,075.65	
Total Base Bid				\$1,184,427.00		\$1,201,640.00		\$1,247,209.42	
Percentage over Low Bidder						1.45%		5.30%	



Bid Tabulation
Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time
Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

HIGHEST BIDDERS

Item No.	Description	Qty	Unit	DOUGHTIE CONSTRUCTION CO., INC.		ALCOTT, INC. DBA TCH		RESICOM, INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Items									
1	Mobilization, insurance, project overhead for all equipment, labor, work on project, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00
2	Traffic control including all signage, flagging, detours including all related items and appurtenances, COMPLETE IN PLACE	1	LS	\$35,600.00	\$35,600.00	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	Trench safety plan prepared by Texas Licensed Professional Engineer for excavations 5' and greater in depth, including related equipment, items and appurtenances, COMPLETE IN PLACE	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
5	Site clean up including 4" of topsoil replacement, final grading, Hydromulch of areas disturbed by construction, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$39,845.00	\$39,845.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00
TOTAL SECTION A - GENERAL ITEMS					\$157,945.00		\$105,500.00		\$185,000.00
B. Water Sysytem Items - Normal Park Drive									
1	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1928	LF	\$51.00	\$98,328.00	\$75.00	\$144,600.00	\$80.00	\$154,240.00
2	12" C-909 Pressure Class 235 PVC Certa-Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	404	LF	\$100.00	\$40,400.00	\$100.00	\$40,400.00	\$108.00	\$43,632.00
3	6" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	36	LF	\$45.00	\$1,620.00	\$68.00	\$2,448.00	\$75.00	\$2,700.00
4	12" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	299	EA	\$85.00	\$25,415.00	\$70.00	\$20,930.00	\$80.00	\$23,920.00
5	2" SCH 40 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	22	LF	\$16.50	\$363.00	\$16.00	\$352.00	\$125.00	\$2,750.00
6	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	10	EA	\$2,500.00	\$25,000.00	\$3,000.00	\$30,000.00	\$2,600.00	\$26,000.00
7	2" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$665.00	\$665.00	\$925.00	\$925.00	\$600.00	\$600.00
8	6" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$1,025.00	\$2,050.00	\$1,300.00	\$2,600.00	\$975.00	\$1,950.00
9	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	5	EA	\$3,000.00	\$15,000.00	\$2,900.00	\$14,500.00	\$3,500.00	\$17,500.00
10	Interconnect proposed 12" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
11	Interconnect proposed 12" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time

Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

HIGHEST BIDDERS

Item No.	Description	Qty	Unit	DOUGHTIE CONSTRUCTION CO., INC.		ALCOTT, INC. DBA TCH		RESICOM, INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
12	Interconnect proposed 6" waterline to existing 6" waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	2	EA	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00	\$2,100.00	\$4,200.00
13	Interconnect proposed 2" waterline to existing 2" waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	1	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
14	20" Steel Casing (3/8" thickness) w/ Certa Lok pipe installed by bore, including spacer, related fittings, items, and appurtenances. COMPLETE IN PLACE	165	LF	\$245.00	\$40,425.00	\$375.00	\$61,875.00	\$606.00	\$99,990.00
15	Service reconnect of existing long single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	19	EA	\$775.00	\$14,725.00	\$975.00	\$18,525.00	\$1,200.00	\$22,800.00
16	Service reconnect of existing short single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	30	EA	\$550.00	\$16,500.00	\$975.00	\$29,250.00	\$800.00	\$24,000.00
17	Remove and relocate existing water meter as shown on plans including related items and appurtenances. COMPLETE IN PLACE	3	EA	\$1,205.00	\$3,615.00	\$900.00	\$2,700.00	\$1,100.00	\$3,300.00
18	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances. COMPLETE IN PLACE	4	EA	\$4,175.00	\$16,700.00	\$4,500.00	\$18,000.00	\$4,400.00	\$17,600.00
19	Air release and vacuum valve including related items and appurtenances. COMPLETE IN PLACE	1	EA	\$3,010.00	\$3,010.00	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
20	Asphalt pavement repair including related items and appurtenances. COMPLETE IN PLACE	46	LF	\$65.00	\$2,990.00	\$45.00	\$2,070.00	\$70.00	\$3,220.00
21	Concrete sidewalk repair including related items and appurtenances. COMPLETE IN PLACE	5	SY	\$75.00	\$375.00	\$150.00	\$750.00	\$175.00	\$875.00
22	Concrete pavement repair including related items and appurtenances. COMPLETE IN PLACE	24	LF	\$95.00	\$2,280.00	\$85.00	\$2,040.00	\$72.00	\$1,728.00
23	Remove and deliver existing fire hydrant to city, including related items and appurtenances. COMPLETE IN PLACE	3	EA	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
24	Disconnect and Cap existing Waterline	9	EA	\$775.00	\$6,975.00	\$1,100.00	\$9,900.00	\$1,800.00	\$16,200.00
TOTAL SECTION B - WATER SYSTEM ITEMS - NORMAL PARK DRIVE					\$331,186.00		\$418,315.00		\$479,305.00

C. Water System Items - Avenue M

1	6" C-909 Pressure Class 235 PVC Waterline, including related fittings, items, and appurtenances. COMPLETE IN PLACE	359	LF	\$41.00	\$14,719.00	\$44.00	\$15,796.00	\$46.00	\$16,514.00
2	8" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	5535	LF	\$41.00	\$226,935.00	\$48.00	\$265,680.00	\$58.00	\$321,030.00
3	8" C-909 Pressure Class 235 PVC Certa Lok Waterline installed by directional bore including related fittings, items, and appurtenances. COMPLETE IN PLACE	319	LF	\$75.00	\$23,925.00	\$68.00	\$21,692.00	\$75.00	\$23,925.00
4	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	112	LF	\$55.00	\$6,160.00	\$116.00	\$12,992.00	\$108.00	\$12,096.00
5	6" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances. COMPLETE IN PLACE	22	LF	\$45.00	\$990.00	\$50.00	\$1,100.00	\$75.00	\$1,650.00



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time

Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

HIGHEST BIDDERS

Item No.	Description	Qty	Unit	DOUGHTIE CONSTRUCTION CO., INC.		ALCOTT, INC. DBA TCH		RESICOM, INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
6	8" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	918	LF	\$55.00	\$50,490.00	\$46.00	\$42,228.00	\$58.00	\$53,244.00
7	2" SCH 40 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	144	LF	\$28.00	\$4,032.00	\$15.00	\$2,160.00	\$25.00	\$3,600.00
8	Concent stabilized backfill for waterline construction as noted and detailed including related items and appurtenances, COMPLETE IN PLACE	74	LF	\$65.00	\$4,810.00	\$1.00	\$74.00	\$75.00	\$5,550.00
9	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$2,600.00	\$7,800.00
10	8" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	21	EA	\$1,525.00	\$32,025.00	\$1,625.00	\$34,125.00	\$1,600.00	\$33,600.00
11	6" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	11	EA	\$1,025.00	\$11,275.00	\$1,265.00	\$13,915.00	\$975.00	\$10,725.00
12	2" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$665.00	\$2,660.00	\$912.00	\$3,648.00	\$600.00	\$2,400.00
13	2" flush valve including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$875.00	\$875.00	\$1,400.00	\$1,400.00	\$1,100.00	\$1,100.00
14	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	2	EA	\$3,000.00	\$6,000.00	\$2,900.00	\$5,800.00	\$3,500.00	\$7,000.00
15	Interconnect proposed 8" waterline to existing 12" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$3,200.00	\$3,200.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00
16	Interconnect proposed 8" waterline to existing 8" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	4	EA	\$2,500.00	\$10,000.00	\$2,200.00	\$8,800.00	\$2,100.00	\$8,400.00
17	Interconnect proposed 8" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	7	EA	\$2,400.00	\$16,800.00	\$2,000.00	\$14,000.00	\$2,100.00	\$14,700.00
18	Interconnect proposed 8" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
19	Interconnect proposed 6" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	3	EA	\$2,200.00	\$6,600.00	\$1,600.00	\$4,800.00	\$2,100.00	\$6,300.00
20	Interconnect proposed 6" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$1,700.00	\$1,700.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
21	Interconnect proposed 2" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
22	Disconnect and cap existing waterline, including related fittings, items, and appurtenances, COMPLETE IN PLACE	19	EA	\$750.00	\$14,250.00	\$1,100.00	\$20,900.00	\$1,800.00	\$34,200.00
23	4" steel casing (3/8" thickness) installed by dry bore, including polyethylene service line, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	34	LF	\$225.00	\$7,650.00	\$115.00	\$3,910.00	\$175.00	\$5,950.00
24	6" steel casing (3/8" thickness) installed by dry bore, including Certa Lok Carrier Pipes, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	41	LF	\$255.00	\$10,455.00	\$130.00	\$5,330.00	\$225.00	\$9,225.00
25	14" steel casing (3/8" thickness) installed by open cut, including Certa Lok Carrier Pipes, spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	40	LF	\$92.00	\$3,680.00	\$155.00	\$6,200.00	\$225.00	\$9,000.00



Bid Tabulation

Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time

Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

HIGHEST BIDDERS

Item No.	Description	Qty	Unit	DOUGHTIE CONSTRUCTION CO., INC.		ALCOTT, INC. DBA TCH		RESICOM, INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
26	16" steel casing (3/8" thickness) installed by open cut, including Certa Lok Carrier Pipe, spacers, backfill related items and appurtenances. COMPLETE IN PLACE	70	LF	\$105.00	\$7,350.00	\$190.00	\$13,300.00	\$270.00	\$18,900.00
27	16" steel casing (3/8" thickness) installed by dry bore, including Certa Lok Carrier Pipe, spacers, backfill related items and appurtenances. COMPLETE IN PLACE	619	LF	\$215.00	\$133,085.00	\$360.00	\$222,840.00	\$485.00	\$300,215.00
28	Service reconnect of existing long single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	19	EA	\$775.00	\$14,725.00	\$975.00	\$18,525.00	\$1,200.00	\$22,800.00
29	Service reconnect of existing short single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	56	EA	\$825.00	\$46,200.00	\$935.00	\$52,360.00	\$800.00	\$44,800.00
30	Remove and relocate existing water meter as shown on plans including related items and appurtenances. COMPLETE IN PLACE	5	EA	\$1,205.00	\$6,025.00	\$900.00	\$4,500.00	\$1,100.00	\$5,500.00
31	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances. COMPLETE IN PLACE	7	EA	\$4,175.00	\$29,225.00	\$4,200.00	\$29,400.00	\$4,400.00	\$30,800.00
32	Asphalt pavement repair including related items and appurtenances. COMPLETE IN PLACE	197	LF	\$65.00	\$12,805.00	\$45.00	\$8,865.00	\$70.00	\$13,790.00
33	Brick Sidewalk pavement repair (using existing bricks) including related items and appurtenances. COMPLETE IN PLACE	3	SY	\$225.00	\$675.00	\$1,000.00	\$3,000.00	\$225.00	\$675.00
34	Concrete pavement repair including related items and appurtenances. COMPLETE IN PLACE	60	LF	\$95.00	\$5,700.00	\$85.00	\$5,100.00	\$72.00	\$4,320.00
35	Gravel pavement repair including related items and appurtenances. COMPLETE IN PLACE	27	LF	\$65.00	\$1,755.00	\$45.00	\$1,215.00	\$35.00	\$945.00
36	Remove and Dispose of existing trees, including related items and appurtenances. COMPLETE IN PLACE	4	EA	\$550.00	\$2,200.00	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
37	Remove and deliver existing fire hydrant to city, including related items and appurtenances. COMPLETE IN PLACE	7	EA	\$750.00	\$5,250.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00
TOTAL SECTION C - WATER SYSTEM ITEMS - AVENUE M DRIVE					\$735,026.00		\$866,555.00		\$1,044,354.00
D. WATER SYSTEM ITEMS - NORTH NORMAL PARK DRIVE									
1	12" C-909 Pressure Class 235 PVC Waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	378	LF	\$55.00	\$20,790.00	\$83.00	\$31,374.00	\$86.00	\$32,508.00
2	12" C-909 Pressure Class 235 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances. COMPLETE IN PLACE	37	LF	\$85.00	\$3,145.00	\$70.00	\$2,590.00	\$80.00	\$2,960.00
3	12" gate valve and box including related items and appurtenances. COMPLETE IN PLACE	3	EA	\$2,550.00	\$7,650.00	\$3,000.00	\$9,000.00	\$2,600.00	\$7,800.00
4	8" gate valve and box including related items and appurtenances. COMPLETE IN PLACE	1	EA	\$1,525.00	\$1,525.00	\$1,900.00	\$1,900.00	\$1,600.00	\$1,600.00
5	Interconnect proposed 12" waterline to existing 12" waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	2	EA	\$3,500.00	\$7,000.00	\$2,900.00	\$5,800.00	\$3,500.00	\$7,000.00
6	Interconnect proposed 12" waterline to existing 8" waterline including related fittings, items, and appurtenances. COMPLETE IN PLACE	1	EA	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00



Bid Tabulation
Bid Date: October 20, 2015 Bid Time: 2:00PM Central Time
Avenue M, Normal Park Drive & North Normal Park Drive Waterline Project - Project No: #14-11-06 & #14-11-07

HIGHEST BIDDERS

Item No.	Description	Qty	Unit	DOUGHTIE CONSTRUCTION CO., INC.		ALCOTT, INC. DBA TCH		RESICOM, INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
7	20" steel casing (3/8" thickness) w/ Certa Lok Carrier Pipe installed by bore, including spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	172	LF	\$245.00	\$42,140.00	\$443.00	\$76,196.00	\$606.00	\$104,232.00
8	Service reconnect of existing long single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	1	EA	\$875.00	\$875.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
9	Service reconnect of existing short single water service transfer including fittings, service line, corp stops, related items and appurtenances COMPLETE IN PLACE	3	EA	\$475.00	\$1,425.00	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00
10	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances, COMPLETE IN PLACE	1	EA	\$4,175.00	\$4,175.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00
11	Asphalt pavement repair including related items and appurtenances, COMPLETE IN PLACE	2	LF	\$65.00	\$130.00	\$45.00	\$90.00	\$70.00	\$140.00
12	Concrete pavement (incl. Curb and Gutter) repair including related items and appurtenances, COMPLETE IN PLACE	30	LF	\$85.00	\$2,550.00	\$85.00	\$2,550.00	\$72.00	\$2,160.00
13	Remove and Dispose of Existing Bollards	7	EA	\$300.00	\$2,100.00	\$500.00	\$3,500.00	\$50.00	\$350.00
14	Disconnect and Cap/Plug existing water line	3	EA	\$550.00	\$1,650.00	\$1,200.00	\$3,600.00	\$1,800.00	\$5,400.00
15	Remove and deliver existing fire hydrant to city, including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$750.00	\$750.00	\$500.00	\$500.00	\$500.00	\$500.00
TOTAL SECTION D - WATER SYSTEM ITEMS - NORTH NORMAL PARK DRIVE				\$98,405.00		\$147,700.00		\$175,150.00	
Total Base Bid				\$1,322,562.00		\$1,538,070.00		\$1,883,809.00	
Percentage over Low Bidder				11.66%		29.86%		59.05%	

I hereby certify that the bid tabulations contained herein were prepared by me or under my direct supervision. The individual contractor's Unit Bid Prices and Bid Amounts are the actual amounts placed on the Bid Sheet for the bidding process. Any discrepancies in the Unit Bid price and Bid Amounts are

HIGHLIGHTED YELLOW



Signed, Sealed and dated this 21st day of October year 2015 by John Rusk, P.E.



CITY COUNCIL AGENDA

11/17/2015
Agenda Item: 6b

Item/Subject: Consider the purchase of one Automated Residential Garbage Truck.

Initiating Department/Presenter: Public Works

Presenter: Mike Clouds, Fleet Manager

Recommended Motion: Move to approve the purchase of one 2016 Autocar ACX64 with Heil Multipack 24yd Body, through the H-GAC Buy, from Chastang Ford/Autocar for \$329,872.00, first reading.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: In an effort to reduce step-down vehicles, increase dependability, and to meet the needs of the Solid Waste Division, a 2008 Crane Carrier with Curotto Can Truck will be replaced with the purchase of a 2016 Autocar with Heil Multipack body. The Multipack body incorporates an automated side loader and a rear loader.

The City needs a garbage truck that can be used to collect yard waste, which has to be loaded by hand, and needs a backup truck for the four residential trucks. The Public Works Director, Solid Waste Superintendent, and the Fleet Manager all agree the purchase of this truck is the most cost effective way to address these needs. Though this will be the first garbage truck with a "Multipack" body the City has purchased, it has been using Autocar/Heil trucks for four years and has been very satisfied with their performance, dependability, and service after purchase. Upon delivery, a Crane Carrier/Curotto Can truck, which is a step-down, will be sold at auction.

This vehicle is budgeted. The HGAC Buy contract pricing is less than the funds budgeted. Should the City Council wish to award bid for this vehicle on November 17, the following motion will suffice:

I move to suspend Section 3.05(c) of the City Council Rules of Procedure and allow purchase of this vehicle with one reading upon a two-thirds vote of the members of the City Council present.

Previous Council Action: This purchase was included in the 2015-2016 City Manager's Recommended Budget that was approved.

Financial Implications:

- There is no financial impact associated with this item.
- Item is budgeted: 306-379-69040 In the amount of \$ 330,000
- Item is not budgeted:
- Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- H-GAC Buy Contract Pricing Worksheet (page 2)

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	IIT06-14	Date Prepared:	10/23/2015
<p>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</p>							
Buying Agency:	City of Huntsville			Contractor:	Chastang Enterprises dba Chastang Ford / Autocar		
Contact Person:				Prepared By:	John Chastang		
Phone:				Phone:	713-678-5042		
Fax:				Fax:	713-678-5001		
Email:	bsmith@huntsvilletx.gov			Email:	jchastang@chastangford.com		
Product Code:	AJ	Description:	2016 Autocar ACX64 with Hell Refuse Body				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							103466
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.							
(Note: Published Options are options which were submitted and priced in Contractor's bid)							
Description		Cost	Description		Cost		
LH Vertical Exhaust 10017		749	Integral air conditioning 10101		725		
46,000 # Rear axle 10053		4456	Spicer 1810 Driveshaft 10028		278		
Fuel water separator 10011		287	Body integration control panel 10105		874		
2-spd engine fan 10013		475	Goodyear Duraseal Tires 10113		1799		
46,00# Rear suspension 10057		4330	22,000 # Front suspension 10036		687		
Dual Drive Cab L.H./R.H. Sit 10029		4600	Paint, other than Std 10114		475		
Allison 4500 5-spd transmission 10026		8950	5 Year Cummins ISL Warranty 10121		2850		
Front pto adapter 10039		1188	5 Year Cummins Aftertreatment Warranty 10119		2850		
Frame overhang over 56" 10062		550	120 Days floorplan 10099		5520		
Non default wheelbase 10073		1748	5 Year Transmission Warranty 10118		1258		
25" Frame reinforcement 10074		1688	Subtotal From Additional Sheet(s):		0		
Refuse vocational frame prep 10077		1438			Subtotal B: 47763		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid)							
Description		Cost	Description		Cost		
6-spd transmission in lieu of 5 spd		3375					
Cummins ISL 3701hp diesel engine		4086	Subtotal From Additional Sheet(s):		0		
					Subtotal C: 7461		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)				For this transaction the percentage is:			
				3%			
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:		157710	=	Subtotal D: 157710	
E. H-GAC Order Processing Charge (Amount Per Current Policy)							Subtotal E: 1500
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
Hell MultiPack 24-Yard Rear and Side Load Body							
from Hell of Texas							
Contract: RH08-14 Item: CE22		170662	Subtotal F:		170662		
Delivery Date:		Estimated 180 Days		G. Total Purchase Price (D+E+F):			
				329872			



CITY COUNCIL AGENDA

11/17/2015
Agenda Item: 6c

Item/Subject: Consider the purchase of one Ford Explorer, two Ford F150 Trucks, and two Ford Fusions.

Initiating Department/Presenter: Public Works

Presenter: Mike Clouds, Fleet Manager

Recommended Motion: Move to approve the purchase of one 2016 Ford Explorer, one 2015 Ford F150 Truck, one 2016 Ford F150 Truck, and two 2016 Ford Fusions, through BuyBoard and H-GAC Buy, from Silsbee Ford for \$100,703.30.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: Asset #333, a 2003 Ford F150, and Asset #414, a 2004 Ford Explorer, are listed on the FY 15-16 Vehicle and Equipment Replacement Schedule and were approved to be replaced. In an effort to reduce the number of step-down vehicles, the following were selected for replacement with comparable vehicles:

- Asset #226, a 2002 F150 with approximately 160k miles;
- Asset #320, a 2003 Crown Victoria with approximately 145k miles;
- and Asset #592, a 2005 Crown Victoria with approximately 120k miles.

Upon replacement, the vehicles listed above will be sold at auction.

Previous Council Action: FY 14-15 Council approved the purchase of Ford vehicles from Silsbee Ford.0

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: 306-379-69040 In the amount of \$102,722.00

Item is not budgeted:

Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- H-GAC Buy Contract Pricing Worksheet (pages 2-5)
- BuyBoard Product Pricing Summary Based On Contract (pages 6-9)

F.	Manufacturer Destination/Delivery:			\$	-
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):				
H.	Lot Insurance (for in-stock and/or equipped vehicles):				
I.	Contract Price Adjustment:				
J.	Additional Delivery Charge:	0	miles	\$	-
K.	Subtotal:			\$	25,143.00
L.	Quantity Ordered	1	x K =	\$	25,143.00
M.	Trade in:				
N.	BUYBOARD Administrative Fee (\$400 per purchase order)			\$	133.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE			\$	25,276.00

F.	Manufacturer Destination/Delivery:				
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):				\$ -
H.	Lot Insurance (for in-stock and/or equipped vehicles):				\$ -
I.	Contract Price Adjustment:	FLEET DISCOUNT			\$ (500.00)
J.	Additional Delivery Charge:		miles		
K.	Subtotal:				\$ 16,280.00
L.	Quantity Ordered	2	x K =		\$ 32,560.00
M.	Trade In:				
N.	BUYBOARD Administrative Fee (\$400 per purchase order)				\$ 267.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE				\$ 32,827.00



CITY COUNCIL AGENDA

11/17/2015
Agenda Item: 6d

Item/Subject: Consider the purchase of one Travis Refuse Trailer.

Initiating Department/Presenter: Public Works

Presenter: Mike Clouds, Fleet Manager

Recommended Motion: Move to approve the purchase of one Travis Aerolite S-12 Live Floor Refuse trailer from Travis Body & Trailer, Inc. for \$62,134.00.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: Asset #525, a 2005 Travis Refuse Trailer, is listed on the FY15-16 Vehicle Equipment Replacement Schedule and was approved to be replaced. This piece of equipment is used daily to transport refuse to the landfill. Since 1996, the City has exclusively purchased and operated Travis Trailers due to their reliability, maintenance record, operational features and availability of parts and service. Upon replacement, this trailer will be placed in backup status and #979, a 1999 Travis Refuse Trailer, will be sold at auction.

Previous Council Action: All previously approved refuse trailers were purchased from Travis Body & Trailer, Inc.

Financial Implications:

- There is no financial impact associated with this item.
- Item is budgeted: 306-379-69020 In the amount of \$70,000.00
- Item is not budgeted:
- Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Quote from Travis Body & Trailer, Inc. (page 2)



Corporate & SW region
South East Region
West, Mountain & Midwest

TRAVIS BODY & TRAILER, INC.
FACTORY: 13955 FM 529, HOUSTON, TX 77041
(713) 466-5888, (800) 535-4372, FAX (713) 466-3238

Quote #

Customer: City of Huntsville Attn: Billie Smith
Address: 1212 Avenue M Date: 11/02/15
City/State/Zip: Huntsville, Texas 77340-4608 Quantity: 1
Phone: 936-294-5724 Approx. Delivery Date: 120 Days from Order date
Fax: 936-291-1021 Purchase Order:
Email: mclouds@huntsville.gov S/N:

	Ref. #	Price		Ref. #	Price
Model			Suspension		
Body Type			Aux Suspension		
Body Length			Chassis Length		
Frame Length			Axles		
Hoist Size			Drums		
Hoist Fitting			Hubs		
Side Height			ABS		
Side Gauge			Wheel Type		
Side Boards			Wheel Size		
Nose Gauge			Tire Make		
Tailgate Height			Tire Size		
Tailgate Gauge			Tow Hooks		
Tailgate Slope			Tarp Hooks		
Tailgate Control			Spreader Chains		
Tailgate Hinge			Rear Apron/Size		
Tailgate Seal			Tarp		
Coal Door			Tarp Color		
Safety Latches			Pin Stripe Color		
Floor Thickness			Steel Parts Color		
Crossmember Center			Body Color		
Draft Arms			Back Up Lights		
Landing Gear			Outboard Lights		
King Pin Setting			Marker Lights		
Tire Carrier			Side Turn Signal		
Tandem Fenders			Steps		
Front Fenders			5th Wheel Height		

NOTES/OTHER OPTIONS/COMMENTS	Ser. # 48XAR4825E1008992	PRICE: EACH
1. Heavy Duty Mesh Open to Pass. Side. Include 3 HD Stl. Steel Bows. Black Vinyl on Edges. Use Shurlok Stops		
41-395B Slat Hallico High Impact Floor Model 4288. 36" Wear Strips	Secure Handle under Floor	\$ 1,700.00
2. 3/8" Coupler Plate. K-102W, K103 V Burn 1627	30" KP Set for Special Round Nose	
Box Trailer with Sides Pulled in 1.5" Ea. Side		
Dirt Shedder is 11.25" Curved (7 Deg./4 Breaks) x 0.175"		
Round Nose Per K-224		\$ 350.00
2-1/4" Axle Seat on Suspension		
8" Alum. Sub Frame. No Extended Lower Bumper		
2 Tow Hooks on Sub Frame		\$ 75.00
3. No Inside Steps. A Rung Style Ladder to be Located on Drivers Side of Nose and Steps on Center of gate		
HD Push Bumper. Not to Exceed 12" Behind Tires		
Shedder Plate		\$ 550.00
4. Include Sand Shoe and Locate Handle on Driver's Side		
Base Trailer Price	EACH	\$ 57,084.00
Options Total		\$ 4,575.00
Sub Total	EACH	\$ 61,659.00
Federal Excise Tax		Exempt
Sub Total	EACH	\$ 61,659.00
Less: Trade Allowance		\$ -
Description of Trade:		\$ -
Add: Trade in Payoff		\$ -
Sales Tax/License & Title fees		\$ -
Freight Miles to 448 Hwy 75 North, Huntsville, Tx. 77320		\$ 475.00
Net Price: F.O.B. Huntsville, Texas	EACH	\$ 62,134.00
Net Balance Due		

Purchaser _____ Date _____ Salesman Chris Wisniewski Date 11/02/15
By: _____ Date _____ Approved By: _____ Date _____

The specifications above are correct and constitute our order.
Enter this order in accordance with above specifications.
Subject to terms and conditions on back.

We have accepted your order pursuant to your request and have entered same in
accordance with these specifications. This order is not accepted until approved by management.



CITY COUNCIL AGENDA

11/17/2015
Agenda Item: 6e

Item/Subject: Consider the purchase of one Commercial Roll Off Truck.

Initiating Department/Presenter: Public Works

Presenter: Mike Clouds, Fleet Manager

Recommended Motion: Move to approve the purchase of one 2016 Western Star/Steller Roll Off Truck, through H-GAC Buy, from Waco Freightliner for \$146,013.00.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has three (3) roll off trucks, which are specialized vehicles used to pick up roll off containers and compactors. The 1996 Ford and 2003 Mack are utilized by the Transfer Station Facility, and are backups to the front line 2011 Freightliner that services various customers throughout the city. Due to an increased demand for commercial roll of containers, the 2003 Mack is now being used to complete customer roll off work orders.

In an effort to reduce the number of step-down vehicles and to meet the increased customer demand, there is a necessity for two (2) front line roll off trucks. With this purchase, both will be satisfied and the City will be able to service its customers more efficiently and effectively. Upon delivery, one of the roll off trucks will be sold at auction.

Previous Council Action: This purchase was included in the 2015-2016 City Manager's Recommended Budget that was approved.

Financial Implications:

- There is no financial impact associated with this item.
- Item is budgeted: 306-379-6904 In the amount of \$ 155,000
- Item is not budgeted:
- Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- H-GAC Buy Contract pricing worksheet (pages 2-3)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: HT06-14

Date Prepared: 9/20/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Huntsville	Contractor:	Waco Freightliner
Contact Person:		Prepared By:	Jason Wade
Phone:	979-567-3271	Phone:	254-752-9735
Fax:		Fax:	254-754-4393
Email:		Email:	jwade@loncstartruckgroup.com
Product Code:	N1	Description:	Western Star

A. Product Item: Base Unit Price Per Contractor's H-GAC Contract: 79565

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISL 380 HP	-1201	Stellar Roll Off	38.665
Allison 4500RDS Transmission	17111		
20K Front Axle	1377		
20K Front Suspension	37		
44K Rear Axle	1514		
46K Tuffrac Rear Suspension	674		
Driver Controlled Traction Differential Locks	1076		
1/4 Inch C-Channel Inner Frame Reinforcement	1060		
7/16X3-9/16X11-1/8 Inch Steel Frame 120KSI	523		
Front Tow Hooks	84		
Galvanized Steel Severe Service Cab	278		
Subtotal From Additional Sheet(s):		Subtotal B:	61198

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Power Windows	135	Transmission Access Connector	173
Body Lighting Interface	463	Subtotal From Additional Sheet(s):	3388
Positive and Negative Post for Jumpstart	91	Subtotal C:	4250

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B) For this transaction the percentage is: 3%

B. Total Cost Before Any Applicable Trade-In / Order Allowances / Discounts (A+BxC)		145013	Subtotal D:	145013
Quantity Ordered:	1	X	Subtotal of A + B + C:	-
E. H-GAC Order Processing Charge (Amount Per Carton / Policy)			Subtotal E:	1000
F. Trade-In / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges				
Description	Cost	Description	Cost	
Delivery Date		G. Total Purchase Price (D+E+F):	Subtotal F:	0
				146013

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, INTERPRETING SECTION 14.14 OF THE CITY CHARTER AS TO THE APPROPRIATENESS OF THE ACQUISITION OF CERTAIN VEHICLES IDENTIFIED FOR REPLACEMENT IN THE 2015-2016 BUDGET.

WHEREAS Section 14.14 of the City Charter states:

“The Council may award contracts only at regular meetings of the Council except in the event of grave public emergency or calamity. It is further provided that from the date of any City general election until the members of the Council elected at such election have duly qualified and taken office, the Council shall not create, make, or enter into any contract for the purchase of materials, supplies, land, or buildings, or for the construction or repair of any public building or the carrying on of any public work, or professional services requiring or authorizing any expenditure in excess of one thousand dollars which creates or imposes on the City any obligation or liability of any nature or character whatsoever, except in the event of grave public emergency or calamity. It is specifically provided, however, that this provision shall not apply to contracts lawfully authorized prior to any City general election or to contracts which may hereafter be lawfully authorized by a vote of the qualified voters of the City, or to contracts made for the purpose of continuing the normal functions of any regularly established department of the City. Any and all contracts hereafter made by the City in violation of the terms of this provision shall be void and shall not be enforceable in any court of this State and the performance of same and the payment of any money there under may be enjoined by any property tax paying citizen of the City.”

WHEREAS The City of Huntsville, has conducted a procurement process for certain vehicles identified for replacement in the 2015-2016 Budget that meets State and Local requirements; and

WHEREAS Section 3.03 of the City of Huntsville City Charter states, the City shall have the power to contract and be contracted with; and

WHEREAS Section 11.06 of the City of Huntsville City Charter states funds are appropriated from the effective date of the budget, thereby lawfully making funds available for the purchase of certain vehicles identified for replacement in the 2015-2016 Budget; and

WHEREAS Section 11.15 of the City of Huntsville City Charter sets forth guiding procurement procedures for contracts to be executed, many of which are in contrary to Section 14.14; and

WHEREAS The City Council finds it necessary and appropriate to award the purchase of certain vehicles identified for replacement in the 2015-2016 Budget in the amount of \$638,722.30; and

WHEREAS Section 14.14 of the Charter does not specifically mention run-off elections; and

WHEREAS The Council believes the intent of Section 14.14 was not to prohibit general operations of the City for a period of two months that affect health, safety and welfare.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville Texas,

Section 1 The City Council of the City of Huntsville, Texas, finds it appropriate to interpret City Charter Section 14.14 as not applicable in this circumstance and further contrary to City Charter Sections 3.03, 11.06 and 11.15.

Section 2 The City Council approves the purchase of certain vehicles identified for replacement in the 2015-2016 Budget (listed as follows) and authorizes the City Manager to sign and execute all associated contractual documents after approval by the City Attorney.

Vehicle	Price	Selected Vendor
2016 Autocar with Heil Multipack body	\$329,872	Autocar/Heil
2016 Western Star/Stellar Roll Off Truck	\$146,013	Waco Freightliner
2016 Ford Explorer	\$25,276	Silsbee Ford
2015 Ford F150 Truck	\$20,865.30	Silsbee Ford
2016 Ford F150 Truck	\$21,735	Silsbee Ford
(2) 2016 Ford Fusions	\$32,827	Silsbee Ford
Travis Aerolite Live Floor Refuse Trailer	\$62,134	Travis Body & Trailer

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 6g

Item/Subject: Consider adopting Resolution 2016-11 authorizing the City Manager to sign a Design-Phase Construction Manager-at-Risk Contract with Garney Companies, Inc. for construction of Town Creek.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Sherry McKibben, Director of Neighborhood Resources
Ram Ramachandra, City Engineer

Recommended Motion: Move to adopt Resolution 2016-11 authorizing the City Manager to sign a Design-Phase Construction Manager-at-Risk Contract with Garney Companies, Inc. for construction of Town Creek.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The Construction Manager-at-Risk model combines a team of engineering design professionals and a construction firm to work together to design and build a project, and is authorized by Chapter 2269 of the State of Texas Government Code. It ensures coordination between the two parties, allows for value engineering and better cost-estimating during the design. The City is currently using this process for the design and eventual construction of the transfer station. Due to the complexity of the Town Creek project and the time constraints of the grant, staff feels that having the Construction Manager working with the Engineer at this stage will result in a better product in less time.

The City has already contracted with Klotz and Associates for the design and engineering of the Town Creek projects. The City sought qualifications for the Construction Manager and received four proposals. A team of City staff interviewed three submittals and is recommending Garney Companies, Inc. for the construction manager-at-risk services.

Staff is recommending Garney Companies, Inc. for several reasons. First, Garney has completed over 290 similar projects totaling over \$2 billion in contracts including a \$309 million project with the North Texas Municipal Water District and a \$17 million project with the Tarrant Regional Water District. The team that Garney has assembled to work this project has decades of experience and will work well with Huntsville's residents. Second is their experience with environmental issues that may arise. They have experience if archeological artifacts are found and with migratory birds which Staff felt was an asset to this project. Third, Garney has vast experience with Federal and State funding requirements. They understand the documentation required for this type of project. Additionally, City staff contacted several references and verified recommendations and project completion on time and on budget.

The contract under consideration is the Construction Manager-at-Risk contract for Garney Companies, Inc. The contract includes two phases. The first is for preconstruction services. These include their involvement in design, to include reviewing plans and specifications, value engineering advice, cost

estimating throughout the design process, public outreach and bid administration. The cost for preconstruction services is \$191,015.00. If, for whatever reason, the Council does not award a construction contract, the City is not obligated to pay any additional costs.

The second part of the contract includes construction services. This fee will be negotiated at the 60% design because more information will be available to conduct the negotiations. This negotiated fee covers all of their bonds, insurance, profit and overhead. When the design is complete, Garney will conduct a bid process by soliciting interest from subcontractors for the various trades needed to complete the project. The total of all subcontractor bids, plus Garney's fee, will be assembled for a Guaranteed Maximum Price Proposal. This will be recommended to the City Council for approval, and will not be exceeded unless the City changes the scope of work (i.e., requests a Change Order).

The Construction Manager-at-Risk delivery method offers the greatest opportunity to quickly and effectively deliver the project on time and under budget. City staff believes Garney Companies, Inc. has the experience and qualifications to help the City complete the Town Creek project.

By authorizing the City Manager to sign this agreement, the City Council is approving the preconstruction services of Garney Companies, Inc. for \$191,015.00.

Previous Council Action: None

Financial Implications:

Item is budgeted: 702-7140-62300 In the amount of \$ 191,015.00 (available Budget for Construction for the Project after this use will be \$10,404,851)

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Agreement with Garney Companies, Inc. for Construction Manager-At-Risk Services (pages 3-36)
- Resolution 2016-11 (pages 37-38)

AGREEMENT FOR CONSTRUCTION MANAGER-AT-RISK SERVICES

THIS AGREEMENT FOR CONSTRUCTION MANAGER-AT-RISK SERVICES (the "Contract") is made this 18th day of November, 2015 (the "Contract Date"), between **THE CITY OF HUNTSVILLE, TEXAS** (hereinafter the "Owner") and **GARNEY COMPANIES, INC.** (Hereinafter "Construction Manager").

WHEREAS, the Owner requires the performance of certain construction management services, hereinafter described, for the construction of the **CITY OF HUNTSVILLE TOWN CREEK DRAINAGE PROJECT** (the "Project"); and

WHEREAS, Construction Manager is prepared and able to perform the construction manager-at-risk services required by the Owner;

THEREFOR, in consideration of the mutual promises hereinafter set out, the Owner and Construction Manager agree as follows:

1. GENERAL PROVISIONS

1.1 The Contract Documents. The contract Documents consist of this Contract, Conditions of the Contract, Exhibits, Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modification issued after execution of this Agreement, all of which form the Contract and are fully a part of the Contract as if attached hereto or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.4.1.5 and identified in the Executed Guaranteed Maximum Price Proposal. The Contract Represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 Relationship of the Parties. The Construction Manager accepts the relationship of trust and confidence established by this Contract and Covenants with the Owner to furnish the construction management services set forth herein; to provide efficient administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; to perform the Work in an expeditious manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of this contract.

2. CONTRACTOR'S SERVICES

2.1 Pre-Constriction Phase Services

2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.1.2 The Construction Manager shall schedule and conduct meetings with the Engineer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Engineer on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction;

and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

2.1.4 Preliminary Cost Estimates

2.1.4.1 Based on the 30 percent preliminary design and other design criteria prepared by the Engineer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Engineer's review and Owner's approval. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

2.1.4.2 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at 60 percent and 90 percent and final design, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

2.1.5 The Construction manager will meet with the Landowners to discuss the project and keep them updated on the progress. These meeting will be conducted at the 30 percent, 60 percent and 90 percent design milestones.

2.1.6 The Construction Manager shall develop bidders' interest in the Project.

2.1.7 The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require.

2.1.8 The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

2.2 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

2.2.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

2.2.1.1 The Construction Manager's Preconstruction Phase services described in Section 2.1 will be performed for a **FIXED FEE OF ONE HUNDRED NINETY ONE THOUSAND AND FIFTEEN DOLLARS** (\$191,015.00). Construction Manager shall bill its services on a monthly basis with the aggregate invoices not to exceed the fixed fee.

2.2.1.2 Included in the Fixed Fee in Section 2.2.1.1 is a Preconstruction Service Fee of Sixty Thousand Dollars (\$60,000.00) which is capped at four (4) months regardless of the amount of time the preconstruction phase lasts.

2.2.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed and receipt of an invoice from Construction Manager.

2.3 CONSTRUCTION PHASE SERVICES

2.3.1 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

2.3.2 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall prepare and review with the Owner Requests for Proposal ("RFP") for major elements of the Work. Upon the Owner's approval of the RFPs, the Construction Manager shall issue the RFPs and obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. The Owner shall then determine, with the advice of the Construction Manager, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2.3.3 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.4 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee.

2.3.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The

Construction Manager shall prepare and promptly distribute minutes to the Owner and Engineer.

2.3.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Engineer a construction schedule for the Work and submittal schedule

2.3.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineer, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Engineer, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

2.3.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer and shall provide this information in its monthly reports to the Owner and Engineer.

2.4 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

2.4.1 Guaranteed Maximum Price Proposal

2.4.1.1 The Construction Manager and Owner shall negotiate the fees associated with the Construction Services by the time the Owner has approved the sixty percent (60%) design.

2.4.1.2 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall NOT include a contingency line - item.

2.4.1.3 Following review and approval by Owner of Subcontractor bids, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance, The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including all costs and contingencies described in this Section, and shall also include a determination of the Construction Manager's fee according to Section 2.4.2.

2.4.1.4 To the extent that the Drawings and Specifications are anticipated to require further development, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

- 2.4.1.5 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
1. A list of the Drawings and Specifications, including all Addenda thereto;
 2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.4.1.4, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
 4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 5. A date by which the Owner must accept the Guaranteed Maximum Price.
- 2.4.1.6 The Construction Manager shall meet with the Owner and Engineer to review the Guaranteed Maximum Price proposal. In the event that the Owner and Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- 2.4.1.7 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Engineer. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 2.4.1.8 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.
- 2.4.1.9 The Owner shall authorize the Construction Manager to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Executed Guaranteed Maximum Price Proposal. The Construction Manager shall notify the

Owner of any inconsistencies between the Executed Guaranteed Maximum Price Proposal and the revised Drawings and Specifications.

2.4.1.10 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Executed Maximum Price Proposal is executed.

2.4.2 The Construction Manager's Fee. Fee shall be negotiated prior to the Owner's approval of the sixty percent (60%) design. This fee will be fixed at time of Guaranteed Maximum Price and will be utilized by Construction Manager to cover the following:

1. Gross Margin /Profit
2. Taxes (Income)
3. Home Office Overhead
4. Insurance (Workers Compensation, General Liability, Completed Operations, and Builder's Risk)
5. Cost for Bonds incurred by the Construction Manager and required by the Contract Documents
6. Other "General Condition" items that are standard practice for similar projects, as described in Section 2.4.1 1.

2.4.3 Guaranteed Maximum Price

2.4.3.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Executed Guaranteed Maximum Price Proposal, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price; the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, 100% of the savings shall be retained by the Owner.

2.4.3.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.4.4 Costs to Be Reimbursed

2.4.4.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of Work shall include only the items set forth in Sections 2.4.5 through 2.4.10.

2.4.4.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing the Executed Guaranteed Maximum Price Proposal.

2.4.5 Labor Costs

- 2.4.5.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at offsite workshops.
- 2.4.5.2 Wages or salaries of the Construction Manager's supervisor and administrative personnel when stationed at the site with the Owner's prior approval. This shall not include wages or salaries of the Construction Manager's supervisory or administrative personnel when stationed at the Construction Manager's principal office.
- 2.4.5.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 2.4.5.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 2.4.4.
- 2.4.5.6 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.
- 2.4.6 Subcontract Costs Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- 2.4.7 Costs of Materials and Equipment Incorporated in the Completed Construction
 - 2.4.7.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
 - 2.4.7.2 Costs of materials described in the preceding this Section in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- 2.4.8 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
 - 2.4.8.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery,

equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

2.4.8.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

2.4.8.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

2.4.8.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

2.4.8.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

2.4.8.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

2.4.9 Miscellaneous Costs

2.4.9.1 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

2.4.9.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

2.4.9.3 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.

2.4.9.4 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of

legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

2.4.9.5 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

2.4.9.6 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

2.4.9.7 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

2.4.10 Other Costs and Emergencies

2.4.10.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

2.4.10.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

2.4.10.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

2.4.11 Costs Not To Be Reimbursed

2.4.11.1 The Cost of the Work shall not include the items listed below:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office;
2. Expenses of the Construction Manager's principal office and offices other than the site office;
3. Overhead and general expenses, except as may be expressly included in Sections 2.4.5 to 2.4.10;
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

5. Costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
6. Any cost not specifically and expressly described in Sections 2.4.5 to 2.4.10;
7. Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
8. Costs for services incurred during the Preconstruction Phase.

2.4.12 Discounts, Rebates and refunds. Cash discounts on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. Amounts that accrue to the Owner in accordance with the provisions of this Section shall be credited to the Owner as a deduction from the Cost of the Work.

2.4.13 Accounting Records. The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

3. OWNER'S RESPONSIBILITIES

3.1 Owner's Responsibilities During Pre-Construction Phase

3.1.1 The Owner shall provide the following to the Construction Manager;

- 3.1.1.1 Information regarding legal limitations, together with all information in the possession of the Owner regarding soil and subsurface conditions at the

Site. The Construction Manager will take all reasonable and prudent steps necessary to locate utility facilities as required for the Project.

- 3.1.1.2 A program and other relevant information describing the Owner's Project objectives, constraints and requirements, including the Project budget and completion requirements.
- 3.1.1.3 Any tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 3.1.1.4 Any surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 3.1.1.5 The services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 3.1.1.6 To the extent it is not within the Construction Manager's Scope of Work or the responsibility of the Construction Manager in Section 4, Owner shall secure and pay for necessary easements and governmental approvals for the construction, use or occupancy of the Project, including legal services required therefor.

3.1.2 The information and services required by Section 3.1.1 shall be furnished with reasonable promptness at the Owner's expense and the Construction Manager shall be entitled to rely on their completeness and accuracy.

3.3 Owner's Responsibilities During Construction Phase

3.3.1 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the work with reasonable promptness after receiving the Construction Manager's written request for such information or services

3.3.2 The Owner shall at once report to the Construction Manager any errors,

inconsistencies or omissions that the Owner discovers in the Construction Documents. Failure by the Owner to report to the Construction Manager any such errors, inconsistencies or omissions shall not relieve the Construction Manager of any of its responsibilities with respect to such errors, inconsistencies or omissions.

- 3.4 Owner's Designated Representative. The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager
- 3.5 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

4. CONTRATOR'S RESPONSIBILITIES

4.1 Conduct of Services

- 4.1.1 Construction Manager represents and warrants to the owner that Construction Manager is competent to perform and provide the services required by this Contract, and the Construction Manager has the necessary permits, licenses and qualifications to perform such services. When applicable law requires that services be performed by licensed professionals, the Construction Manager shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions, including but not limited to, lawfully licensed architects, engineers or other design professionals. Construction Manager shall exercise skill, care and diligence in the performance and provision of the Work required by this Contract. Construction Manager shall perform the services promptly and in full conformity with all requirements of this Contract, and shall carry out its obligations under this Contract in accordance with customarily accepted practices. In the event that Construction Manager should fail to comply with any of the foregoing requirements or standards, Construction Manager shall perform at its own costs and without reimbursement from the Owner, the services necessary to correct deficiencies in the services or work which are so caused.
- 4.1.2 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, architects, contractors, subcontractors, engineers, design professionals, and their agents and employees, and other persons or entities, including the architect, engineer and other design professionals performing any portion of the Construction Manager's obligations under the Contract Documents.
- 4.1.3 The Construction Manager shall obtain from each of the Construction Manager's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Contract Documents and the Design Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

4.2 Construction Schedule

- 4.2.1 Construction Manager shall prepare and maintain a detailed schedule (the "Construction Schedule") to construct the Project. The Construction Schedule shall accurately represent and reflect, to the best of Construction Manager's knowledge, experience and ability, the total time required to complete each task and the progress of the Work relative to the Substantial Completion Date (as hereinafter defined). The Construction Manager shall promptly revise the Construction Schedule as the scope of the Project changes and report any revisions in the Construction Schedule "Owner's Representative" (hereinafter defined).
- 4.2.2 Time is of the essence of this Contract. In the event that the Construction Schedule as regularly revised indicates that the Substantial Completion Date will not be met, Construction Manager shall, at its sole cost and expense, implement remedial actions that are reasonably necessary to achieve Contract compliance. In addition, in the event the Owner determines that the Work to achieve the Substantial Completion Date has not progressed or reached the level of completion required by this Contract, the Owner shall have the right to order the Construction Manager to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (collectively, the "Extraordinary Measures"). Such Extraordinary shall continue until the progress of the Work complies with the Construction Schedule. Extraordinary Measures is solely for the purpose of ensuring the Construction Manager's compliance with the Construction Schedule. The Construction Manager shall not be entitled to an adjustment in the Contract Price or Construction Schedule in connection with Extraordinary Measures required by the Owner under or pursuant to this paragraph unless this Contract otherwise expressly permits the same and Owner may exercise the rights furnished the Owner under or pursuant to this paragraph as frequently as the Owner deems necessary to ensure that the Construction Manager's performance of the Work will comply with any completion date set forth in the Construction Schedule.
- 4.2.3 Substantial Completion. As used in this Contract, the term "Substantial Completion" or "Substantial Completed" shall mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Construction Manager, in order that the Owner can occupy or utilize the Project for its intended use.
- 4.2.4 Certificate of Substantial Completion
- 4.2.4.1 When the Construction Manager considers the Work to be substantially complete, the Construction Manager shall provide written notice to Owner. Promptly following Owner's receipt of such notice, Construction Manager and Owner's Representative shall meet at the Site, inspect the Work and review test results if any, in order for the Owner to determine whether the Work is substantially complete. Construction Manager and Owner's Representative shall also complete a comprehensive list of all items to be completed or corrected (the "Punchlist") by the Construction Manager. Failure to include an item on the Punchlist shall not alter the Construction Manager's responsibility to complete all Work in accordance with this Contract. Construction Manager shall commence with the

correction and/or completion of any item on the Punchlist immediately thereafter. If tbc items set forth on the Punch list are not corrected within the agreed upon timeframe, Owner shall have the right to hire an independent contractor to complete the work on Construction Manager's behalf and shall have the right to deduct the costs of such work from the Final Payment, or bill Construction Manager for such costs, including the cost of any supervision. If an item cannot reasonably be corrected within a fourteen (14) day timeframe, the reasons therefore shall be explained in writing on the Punchlist to Owner's satisfaction. The Punch list shall in no way waive or alter any other rights of Owner under this Contract pertaining to warranties, latent defects, or otherwise.

4.2.4.2 When the Owner approves the Work as substantially complete, the Owner shall prepare a Certificate of Substantial Completion to be executed by Construction Manager and Owner establishing the date of Substantial Completion, and the time within which Construction Manager shall finish the Punchlist items accompanying the Certificate. The Punchlist shall be attached to the Certificate of Substantial Completion. Warranties required by this Contract shall commence on the date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

4.2.5 Certificate of Substantial Completion

4.2.5.1 Promptly following issuance of the Certificate of Substantial Completion, Construction Manager shall commence and complete all remaining Punchlist items as provided in the Certificate of Substantial Completion.

4.2.5.2 Upon completion of the Punchlist, the Construction Manager shall provide written notice to Owner and request an inspection by the Owner to determine whether the Project is "Complete." When the Owner determines that all Punchlist items are complete, it shall deem the Project "Complete". When the Project is Complete, Owner shall release the Retainage to Construction Manager as provided in Section 7.3.

4.3 Materials and Engineering, etc.

4.3.1 Construction Manager warrants to Owner that materials and equipment furnished under this Contract are of good quality and new, except as otherwise expressly required or permitted by this Contract, that the Work will be free from material defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, shall be considered defective. Cure of such defect shall be by correction or replacement of the Work, at the Construction Manager's sole cost. If required by Owner, Construction Manager shall supply satisfactory evidence as to the kind and quality of materials and equipment.

4.3.2 The Construction Manager agrees that all materials incorporated by it during the Work and all materials delivered by it for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, security interests, and conditional sales agreements of third parties, that any monies it shall receive in payment for Work performed under this Contract shall be received in trust and used to discharge its

financial obligations with respect to the Work, that it will not file or cause to be filed any mechanic's lien for materials furnished or to be furnished and/or for labor performed or to be performed. If any subcontractor or any materialman or anyone claiming by or through such subcontractor or materialman shall file or cause to be filed any lien, Construction Manager will upon notice from Owner, cause such lien to be canceled and discharged (by payment, bonding or otherwise) within ten (10) days from such notice; and in the event of Construction Manager's failure to observe any of the foregoing, Owner shall have the right to cause such lien to be canceled and the cost thereof, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorney's fees and disbursements, shall be paid by Construction Manager or at the option of Owner shall be deducted from any payment then due or thereafter becoming due from Owner to Construction Manager. Nothing contained in the preceding sentence or otherwise in this Contract shall be deemed to create a relationship between Owner and Construction Manager other than that of Owner and independent contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to Owner. Upon receipt of evidence of Construction Manager's default hereunder with respect to its obligations to make payments to its subcontractors and suppliers, Owner reserves the right (but not the obligation) to, after three (3) business days prior written notice, retain any money due Construction Manager and pay directly for labor, materials, equipment, tools, plant, facilities, services and all other obligations of Construction Manager and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to Construction Manager.

4.4 Supervision of the Work

4.4.1 Construction Manager's Representative: Prior to the commencement of the Work, Construction Manager shall provide to Owner Construction Manager's address, office and mobile telephone numbers, and other contact information for Construction Manager's Representative. Any changes to such information shall be provided in advance to Owner. Construction Manager's Representative shall be in attendance at the Project site during the performance of the Work, accessible to the Owner at all times, and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, material men, and laborers. Construction Manager's Representative shall not be replaced or reassigned to any other project prior to the Substantial Completion Date without Owner's prior written consent. Construction Manager shall supplement its staff with whatever additional supervisory personnel are required to assure that the Work shall be finished by the Substantial Completion Date.

4.4.2 Changes to Supervisory Authority: Neither Construction Manager's Representative nor Owner's Representative shall be changed without five (5) business days' written notice to the other party.

4.5 Compliance with Laws

4.5.1 Construction Manager shall comply with all laws, ordinances, rules, regulations and lawful orders of public authority as bearing on the performance of the Work. The Construction Manager shall confirm that any information received from the Owner and any information in the Contract Documents complies with applicable laws, regulations and codes and the Construction Manager shall immediately notify Owner in writing if any Contract Documents are observed to be at variance with such laws, ordinances, rules, regulations and lawful orders of any public authority.

In the event that a specific requirement of the Contract Documents conflicts with applicable laws, regulations and codes, the Construction Manager shall furnish Work which complies with such laws, regulations and codes.

4.6 Permits and Licenses

- 4.6.1 Upon the Owner's approval of the Design Documents, the Construction Manager shall make application for such permits and licenses as have been identified by Construction Manager as necessary for the design and/or construction of the Project. Owner and Construction Manager shall agree on which party has responsibility for obtaining the licenses and permits. The responsible party shall work diligently and continuously to obtain same.

4.7 Job Site Safety/Hazardous Materials

- 4.7.1 Job-Site Safety/Control of Work: Construction Manager shall use best efforts to maintain and protect the Work from damage and the elements and shall protect and take all reasonable precautions to protect Owner, the Project, any third party and the property of any third party from injury or loss during the course of the Work.
- 4.7.2 Construction Manager shall comply with all applicable rules and regulations of any public authority having jurisdiction for the safety of persons or property. Construction Manager shall erect and maintain as required by existing conditions and progress of the Work all reasonable safeguards for safety and protection, including posting danger signs, promoting safety regulations and notifying Owner and users of adjacent utilities and properties. The Construction Manager shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner's Representative.
- 4.7.3 If the severity of the elements makes it impossible to continue operations in a safe manner in spite of all reasonable precautions, Construction Manager shall cease work and immediately notify Owner. Anything damaged due to Construction Manager's negligence shall be promptly removed and replaced with new work at Construction Manager's cost and expense.
- 4.7.4 Construction Manager shall keep the Project and surrounding area free from accumulation of debris or rubbish. At the completion of the Work, Construction Manager shall remove all waste materials, rubbish, tools, construction equipment, machinery and surplus materials from the Project.
- 4.7.5 Disposal of Hazardous Samples/Materials and Contaminated Equipment: All samples and materials produced in the course of Construction Manager's work pursuant to this Contract containing or potentially containing hazardous constituents are the property and responsibility of Construction Manager and shall be handled and disposed of properly and lawfully by Construction Manager at its cost and expense. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall be the property and responsibility of Construction Manager and shall be properly and lawfully disposed of at Construction Manager's expense. Alternate arrangements to turn such equipment, materials

and/or samples directly over to a licensed hazardous waste disposal facility may be made at Construction Manager's direction and expense. Construction Manager shall indemnify and hold Owner harmless from any liability, loss, expense, claim or damage caused by or resulting from Construction Manager's creation, maintenance, removal and disposal of any such hazardous materials.

4.7.6 Notification of Hazardous Materials: Owner hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed the Construction Manager. Owner shall furnish to Construction Manager all documents and information known to Owner that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.

5. SUBCONTRACTORS

5.1 Definitions. A subcontractor is a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the Site. A sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work at the Site.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 As soon as practicable after acceptance of the Construction Manager's Guaranteed Maximum Price, the Construction Manager shall furnish in writing to the Owner the names of subcontractors (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within five (5) days to the Construction Manager in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the live (5) day period shall constitute acceptance by the Owner of the subcontractors.

5.2.2 The Construction Manager shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner has no reasonable objection.

5.2.4 The Construction Manager shall not substitute a person or entity previously selected if the Owner makes reasonable objection to such substitution.

5.2.5 If the proposed but rejected subcontractor was reasonably capable of performing the Work, the Contract Price may be increased or decreased by the difference, if any, occasioned by such change with an appropriate Change Order to be issued before commencement of work by the subcontractor.

5.3 Subcontractual Relationships. By appropriate written agreement, the Construction Manager shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Construction Manager by terms of this Contract, and to assume toward the Construction Manager all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work,

which the Construction Manager, by this Contract, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under this Contract with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Construction Manager that the Construction Manager, by this Contract, has against the Owner. The Construction Manager shall require each subcontractor to enter into similar agreements with sub-subcontractors. The Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with this Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

5.4 Contingent Assignment of Subcontracts

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Construction Manager to the Owner, provided that:

1. assignment is effective only after termination of this Contract by the Owner for cause pursuant to Section 9.3 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights and obligations under the subcontract.

5.4.2 Upon such assignment to the Owner under this Section, the Owner may further assign the subcontract to a successor contractor of other entity.

6. CHANGES

6.1 Changes to Work by Owner. Owner shall have the right to make changes to the Work, without invalidating this Contract. All such changes shall be performed under the conditions of this Contract, except that no extra work or modification shall be done without prior written authorization from Owner's Representative, and shall not be paid for without a written Change Order from Owner's Representative in accordance with this Section ("Change Order"). In order for the Owner to manage and track Change Orders and their impact on the total cost of the Work, Construction Manager must provide to the Owner prior to the issuance of a Change Order a cost breakdown for the item of extra work. Any Change Order which decreases the Work shall inure to the benefit of Owner and the Contract Price shall be reduced by the actual cost savings to Construction Manager. If a Change Order which increases the cost of the Work then the Contract Sum and Guaranteed Maximum Price shall be increased accordingly. Notwithstanding anything to the contrary in this Contract, if the Owner decides to increase or decrease the Work or otherwise alter the Work by deductions or additions, including without limitation the elimination of any one or more of the items as provided in the Contract, Construction Manager shall perform the Work as so altered.

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Construction Schedule.

6.2 Change Order Required. Any extension of time for the completion of the Work as a result of a Change Order shall be agreed to by the parties and set forth within such Change Order. If a Change Order does not expressly provide for an extension of time, no time extension shall be given for such Change Order. No order, statement or conduct of Owner or its representatives shall be treated as a Change Order, or entitle Construction Manager to an equitable adjustment in the Contract Price or extension of the Contract Period, unless pre-approved in writing by Owner or Owner's Representative. Change Orders are intended to be all inclusive and exhaustive as to primary and foreseeable collateral conditions, situations and effect. Unless documented by a Change Order or written authorizations of Owner or Owner's Representative, any claims for additional work performed by Construction Manager shall be deemed waived. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance or alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis or any claim to an increase in any amounts due under this Contract or a change in any time period provided for in this Contract.

6.3 Differing Site Conditions. If the Construction Manager encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Construction Manager shall promptly provide written notice to the Owner before conditions are disturbed. The Owner will promptly investigate such conditions and, if the Owner determines that the conditions differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will issue a Change Order adjusting the Contract Price and/or the Contract Period. If the Owner determines that the conditions at the site are not materially different and that no change in the terms of the Contract is justified, the Owner will notify the Construction Manager in writing. If Construction Manager disputes the Owner's determination, it may proceed as provided in Section 9.1

7. METHOD OF PAYMENT

7.1 Invoicing

7.1.1 Throughout the course of this Contract, Construction Manager shall invoice Owner pursuant to a format agreed to by Owner.

7.1.2 Any invoices from Construction Manager's contractors, subcontractor(s) or other third parties will not be paid directly by the Owner, and Construction Manager shall be responsible for and reimburse Owner for any charges associated with the transmittal and rejection of such invoices. Construction Manager shall be responsible for and indemnify and hold Owner harmless from any losses with respect to its contractors, agents, or subcontractor(s) utilized in the performance of the Work.

7.2 Progress Payments

- 7.2.1 Upon satisfactory progress of the Work and receipt by Owner, or its representative, if any, of an approved Invoice including all supporting documentation described below, Owner will make progress payments on this Contract as set forth in Section 7.2.2, except when in Owner's opinion it is necessary to withhold an amount to protect Owner from loss due to:
- 7.2.1.1 defective work not remedied;
 - 7.2.1.2 claims or liens filed on the Project;
 - 7.2.1.3 failure of Construction Manager to make payment promptly to subcontractors or material suppliers for labor, materials or equipment;
 - 7.2.1.4 damage to Owner or another contractor;
 - 7.2.1.5 reasonable evidence that the work will not be completed in accordance with the Construction Schedule;
 - 7.2.1.6 a persistent failure by the Construction Manager to carry out the Work in accordance with this Contract; or
 - 7.2.1.7 reasonable evidence demonstrating that the unpaid balance of the Contract Sum is insufficient to cover the cost to complete the Work.
- 7.2.2 Supporting Documentation. In addition to other required items, each Invoice shall be accompanied by the following, all in form and substance reasonably satisfactory to Owner:
- 7.2.2.1 Documentation that the Work performed for which the Invoice is sent is complete and has been inspected for compliance with the Contract.
 - 7.2.2.2 A duly executed and acknowledged Construction Manager's sworn statement (an "Affidavit of Payment"), showing all subcontractors with whom Construction Manager has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Invoice and the amount to be paid to Construction Manager from such progress payment, together with similar statements from all subcontractors and, where appropriate, from sub-subcontractors and suppliers of materials;
 - 7.2.2.3 Duly executed waivers and releases of mechanics' and materialmen's liens from Construction Manager and all such subcontractors, suppliers or sub-subcontractors or suppliers who may have or claim to have valid lien rights in accordance with applicable law (and sub-subcontractors and suppliers of materials, to each tier), establishing payment or claim to have or satisfaction of the payment requested by Construction Manager in the Invoice, which at a minimum, shall comply with the requirements of the law.
- 7.2.3 Right to Full Compliance. If Owner elects to make any progress payment without receipt of all required supporting documentation, any such payment shall not be deemed a waiver of Owner's right to demand the required documentation and

Owner shall have the right to insist upon full compliance with the requirements hereof as a condition to any and all future payments.

7.2.4 Retainage. The Owner will withhold from each progress payment a sum representing 5% of the payment amount to be held as Retainage and payable as provided herein.

7.2.5 Timing or Progress Payments. Construction Manager shall submit Invoices to Owner for progress payments of Work achieved, including any Change Order on a monthly basis. Owner shall pay the amount due within thirty (30) days after receipt of an original Invoice and the satisfaction of all other requirements set forth in this Section. Submission of an Invoice and the satisfaction of all requirements set forth in this Section are conditions precedent to payment from the Owner to the Construction Manager. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the invoice and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount.

7.2.6 Owner may from time to time inspect the progress and sufficiency of the Work in place at Construction Manager's place of business or such other locations where the Work is being manufactured or assembled.

7.3 Final Payment

7.3.1 Timing of Final Payment

7.3.1.1 Owner shall make the final payment (the "Final Payment") to the Construction Manager, including all Retainage, within thirty (30) days after: (1) the Owner deems the Project complete as set forth in the Contract Documents, (2) receipt of a final invoice; and (3) the satisfaction of all other requirements set forth in Section 7.3.4. Each of these three requirements are conditions precedent to final Payment. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Final Payment and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount.

7.3.1.2 In the event Construction Manager does not timely comply with any of the requirements set forth above for the Final Payment, Construction Manager agrees that Owner shall retain all of the remainder of the Contract Sum to protect Owner against any lien rights or claims, until all requirements for the Final Payment have been satisfied.

7.3.2 The Final Payment shall constitute a waiver of all claims by Construction Manager relating to the Work, but shall in no way relieve Construction Manager of liability for the obligations assumed under this Contract or for any faulty or defective work or services discovered after the Final Payment. Construction Manager shall include the terms of this Section in its agreement with all of its subcontractors and suppliers.

7.3.3 Payment by Owner to Construction Manager of any sums due pursuant to this Contract does not constitute or imply acceptance of any portion of the Work.

7.3.4 Prior to Final Payment and as a condition precedent thereto, Construction Manager shall furnish Owner with the following:

- 7.3.4.1 All operating, safety and maintenance manuals;
- 7.3.4.2 Marked sets of the construction documents reflecting "as built" conditions; including the location of any concealed utilities, mechanical or electrical systems and components;
- 7.3.4.3 An assignment and/or transfer of all guaranties and warranties from subcontractors, vendors, suppliers and manufacturers;
- 7.3.4.4 A list of the names, addresses and phone numbers of all subcontractors and other persons providing guaranties or warranties;
- 7.3.4.5 An Affidavit of Payment and a duly executed Final Payment Certification, Release and Lien Waiver from all subcontractors, suppliers or sub-tier subcontractors or suppliers who may have or claim to have valid lien rights in accordance with the law;
- 7.3.4.6 All permits, including, but not limited to, municipality controlled inspections, certificates of occupancy, certificates of completion or similar certification, all licenses and permits necessary for use, occupancy or maintenance of the Project; and
- 7.3.4.7 Certification of any other item or material and any other document reasonably requested by Owner.

7.4 Taxes

- 7.4.1 The rates or prices stated in this Contract have been prepared by Construction Manager and make provision for an amount relating to taxes or duties payable with respect to this Contract. Accordingly, any taxes, duties or other similar amounts eligible shall be paid by Construction Manager, but may be reimbursed by Owner as a Cost provided that Construction Manager has included such taxes in its Guaranteed Maximum Price proposal and in the Contract Sum pursuant to Section 2.4.1.

8. INSURANCE AND BONDS

- 8.1 Construction Manager agrees at all times during this Contract to maintain in full-force and effect at least the following insurance coverages with the City named as **BLANKET ADDITIONAL INSURED:**

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 each Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$1,000,000
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Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles
Commercial General Liability	
Bodily Injury/Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate
Combined - Single Limit	\$2,000,000 products/completed operations aggregate
Excess/Umbrella Liability	
Bodily Injury/Property Damage	\$10,000,000

8.2 Certificate of Liability Insurance to be presented to the City of Huntsville. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage, as required by a written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensation coverage, as required by a written contract. Certificate Holder to be: City of Huntsville, 1212 Avenue M, Huntsville, TX 77340.

8.3 Performance, Payment, Other Bonds. Construction Manager will provide Owner with payment and performance bonds or such other bonds as Owner may request in an amount equal to the Contract Price naming Construction Manager as Obligor and Owner as Obligee and containing requirements in accordance with the terms of this Contract. Such bonds shall be on a form and with a surety company approved by Owner. The cost of the premium shall be paid by Construction Manager.

9. CLAIMS, DEFAULT, TERMINATION, AND SUSPENSION

9.1 Claim. A claim is a demand or assertion by Construction Manager seeking, as a matter of right, the payment of money, or an extension of time or other relief with respect to the terms of this Contract (hereinafter "Claim"). Written notice of a Claim for an increase in the Contract Price or for an extension of time must be given to Owner's Representative by Construction Manager within ten (10) calendar days after occurrence of the event giving rise to such Claim. Claims must be made by written notice which shall describe the claim with reasonable specificity. Failure to give notice in the manner and within the time specified in this paragraph shall constitute a waiver of the Claim by the Construction Manager. Construction Manager shall bear the burden and responsibility of substantiating Claims. Pending final resolution of a Claim, unless otherwise agreed to in writing by Owner, Construction Manager shall proceed diligently with performance of this Contract and Owner shall continue to make payments in accordance with this Contract. Claims not resolved between the parties shall be resolved by litigation as provided in Section 12.

9.2 Default

9.2.1 Default by Construction Manager. Should the Construction Manager (a) become insolvent or make an assignment for the benefit of creditors; (b) refuse or fail to supply enough properly skilled workers or proper materials; (c) refuse to diligently prosecute the Work; (d) fail to make payments to subcontractors for material or labor in accordance with the respective agreements between the Construction Manager and subcontractors; (e) disregard the law; and/or (f) breach or violate the terms, conditions, provisions or obligations of this Contract, Construction Manager shall be deemed in default of this Contract.

9.2.2 Remedies. If Construction Manager fails within ten (10) days after written notification of default from Owner to commence and continue satisfactory correction of the default with diligence and promptness until completion, then Owner, without prejudice, shall have the right to exercise any and all legal and equitable remedies available including but not limited to:

9.2.2.1 supply workers, materials, equipment and facilities as Owner deems necessary for the completion of the Work or any part which Construction Manager has failed to complete or perform, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to Construction Manager;

9.2.2.2 contact with one or more additional contractors to perform such part of the Work as Owner determines will provide the most expeditious completion of the Work, and charge the cost to Construction Manager;

9.2.2.3 withhold any payments due or to become due Construction Manager pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Owner; and/or

9.2.2.4 terminate this Contract.

9.2.3 Upon Termination of this Contract, all Work in progress, including all design and engineering associated with the Work, shall become the property of Owner. Construction Manager shall immediately release all such work in progress to Owner. Owner may also take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Construction Manager and may finish the Work by whatever reasonable method Owner deems expedient. Construction Manager shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the contract Price exceeds the cost of fully completing the Work, such excess shall be paid to Construction Manager less ten percent (10%) which shall be retained by Owner. If such costs exceed the unpaid balance of the Contract Price, the Construction Manager shall pay the difference to the Owner within fifteen (15) days of receipt of a written demand for payment from the Owner.

9.3 Termination or Suspension

9.3.1 Without Cause. Owner may, without cause, order the Construction Manager, in writing, to suspend, delay, interrupt or terminate the Work in whole or in part for such period as the Owner may determine. In the event Owner suspends or terminates the Work under this Paragraph, Construction Manager shall be entitled to recover from the Owner, as its sole remedy, payment for Work properly performed in connection with the suspended or terminated portion of the Work prior to the effective date of suspension or termination and for items properly and timely fabricated or partially fabricated off the Site including finished goods and work in progress of subcontractors and suppliers, delivered and stored in accordance with the Owner's instructions, as well as actual costs for demobilization. The Construction Manager hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to Construction Manager for the terminated portion of the Work, (ii) claims that the

Owner has against the Construction Manager under the Contract, and (iii) the value of the materials, supplies, equipment or other items that are to be disposed of by the Construction Manager that are part of the Contract Price.

9.3.2 Equipment and Subcontracts. Owner shall also pay Construction Manager fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by Construction Manager that Owner elects to retain. To the extent that Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), as provided in Section 5.4, Construction Manager shall, as a condition of receiving the payments referred to in this Contract, execute and deliver all such papers and take all such steps as Owner may require for the purpose of fully vesting in the Owner the rights and benefits of Construction Manager under such subcontracts or purchase orders.

9.3.3 Financial Responsibility of Construction Manager. At Owner's election, Construction Manager shall furnish Owner (within five (5) business days of Owner requests as same are made from time to time) with information deemed necessary by Owner to show that Construction Manager is financially solvent and capable of fully performing under this Contract. If, in Owner's judgment, Construction Manager is determined not to be financially responsible or capable, then Owner may, by written notice, terminate this Contract without further obligation to Construction Manager other than to pay Construction Manager only for the unpaid value of the Work completed at the time of termination.

9.3.4 Owner Inspections and Right to Stop the Work. Owner's Representative or his delegate shall have the right to inspect the Work, whether at the Site or at the construction Manager's or a subcontractor's facility, at any time during the course of the Work. Owner may reject and aspect of the Work which does not conform to the Contract. If construction Manager fails to correct defective work or fails to supply materials or equipment in accordance with this Contract, Owner may order Construction Manager to stop the Work until it is corrected and Construction Manager shall not be entitled to an extension for time. Owner also has the authority to stop the Work for the purpose of performing special inspections or testing of the Work. Should any work be found faulty as a result of special inspections or tests, Construction Manager shall repair the Work immediately and pay the fees for said inspections or tests. Should the Work be satisfactory, Owner will bear such costs, and will grant the appropriate extension to Construction Manager.

10. WARRANTIES

10.1 Construction Manager Warranty. Construction Manager warrants that all of the Work shall be done in a first class, workman like manner and in accordance with the Contract with new, quality materials and further warrants all work and materials against defects in the material or the workmanship for a period of one (1) year from the date of Substantial Completion, unless stated otherwise in this Contract. With respect to the Design Documents and any portion of the Work performed by Licensed Professionals, the Construction Manager and Licensed Professionals warrant that they shall perform their services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under similar circumstances. The Construction Manager and Licensed Professionals shall perform their services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If a defect in design, material or workmanship or a deviation from the Contract is latent, hidden or not readily observable, Construction Manager's warranty shall be extended for one (1) year from the

date of discovery of the defect or deviation. Within a reasonable time after written notice of a defect or deviation, Construction Manager shall (without expense to Owner) remedy and repair same and any damage to other work resulting therefrom in a manner that does not interfere with Owner's operations. Construction Manager acknowledges that Owner may be liable for liquidated damages in the event that the Project's operations are suspended or shut down. If, within the warranty period, Owner's operations are suspended or shut down as a result of a defect or deviation in material or workmanship, and Construction Manager has failed to respond to Owner's written notice of the suspension or shutdown within 24 hours of receipt of the notice, and cure the defect such that the Project returns to normal operation, then Construction Manager may be liable for Owner's lost production revenues and liquidated damages caused by the suspension or shutdown.

10.2 Warranty Deficiencies. Construction Manager agrees to meet with Owner at least fifteen (15), but not more than thirty (30) days prior to the expiration of one (1) year from the start date of the commencement of the warranty period for a warranty inspection of the Work. All warranty deficiencies not caused by Owner shall be noted and the list of deficiencies shall be given to Construction Manager. Construction Manager agrees to correct all such deficiencies within thirty (30) days after the date of the meeting. If the deficiencies are not timely corrected, Owner may hire an independent contractor to do the work and shall be reimbursed promptly by Construction Manager for all costs thereof. If any item cannot, with reasonable diligence, be corrected within thirty (30) days, Construction Manager agrees to set forth in writing a reasonable schedule for completion of the work. If the schedule is not met, Owner may immediately upon notice to Construction Manager, complete the work and be entitled to prompt reimbursement from Construction Manager for all costs thereof.

10.3 Acts or Omissions. No act or omission of Owner or Owner's Representative shall relieve Construction Manager of Construction Manager's responsibility to correct deficient workmanship and materials.

10.4 Subcontractor Warranties. Construction Manager shall cause all of the subcontractors and sub-subcontractors to execute and deliver to Owner upon completion of the Work a written warranty (reasonably satisfactory to Owner) covering all work performed by such subcontractors and sub-subcontractors. Such warranty shall be for at least the same period of time as Construction Manager's warranty to the Owner and begin at the date of Substantial Completion, unless a warranty for a longer period of time is required pursuant to this Contract. All warranties included in or as part of the Project and supplied to Construction Manager shall be assigned to Owner. Those subcontractors required to supply warranties to Owner include, but are not limited to: electricians, welders, roofers, HVAC suppliers and installers.

11. NOTICES

11.1 All notices to be delivered under this Contract shall be in writing, signed by the parties serving same and delivered personally or by registered or certified U.S. Mail postage prepaid, or by reputable private delivery service postage prepaid and providing a receipt to sender. Each such notice shall be deemed delivered upon actual delivery or refusal or forty-eight (48) hours after mailing whichever is earlier to the pertinent address as set forth below.

Notices shall be addressed as follows:

To Owner: Matt Benoit, City Manager
City of Huntsville, Texas

1212 Avenue M
Huntsville, Texas 77340
(936) 291-5401
mbenoit@huntsvilletx.gov

To Construction Manager: Matt Foster, Principal
Garney Construction
1333 NE Vivion Road
Kansas City, MO 64118
(816) 746-7219
mfoster@garney.com

12. MISCELLANEOUS PROVISIONS

- 12.1 This Contract is not assignable by Construction Manager without the prior written consent of Owner which consent shall not be unreasonably withheld, in its sole and absolute discretion, and Construction Manager shall not factor or pledge this Contract.
- 12.2 No right or remedy conferred upon or reserved to Owner in this Contract is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.
- 12.3 In the event of any inconsistencies within or between parts of the Contract, including the Contract Documents, or between the Contract and applicable laws, the Construction Manager shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirement; either or both in accordance with Owner's interpretation.
- 12.4 In the event any provision of this Contract is found to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.
- 12.5 This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The parties irrevocably consent to the jurisdiction of the federal and state courts situated in Texas and agree that any lawsuit arising out of or related to this Contract shall be brought only in such courts. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.
- 12.6 Owner and Construction Manager hereby irrevocably waive any right to a trial by jury in any legal proceedings or to have a jury participate in resolving any disputes or claims, whether any such disputes or claims relate to or arise in contract, tort or otherwise, whether in respect to the Contract or any other documents or instruments delivered in connection with the Contract.
- 12.7 Construction Manager hereby warrants, and covenants that (i) Construction Manager does not and will not during the course of the Work discriminate against any employee or applicant for employment based on race, color, sex, national origin, religion, age handicap, or other unlawful basis, and (ii) Construction Manager and all of its subcontractors, consultants and suppliers are and will be properly licensed, and permitted with all governmental authorities having jurisdiction.

- 12.8 The parties expressly agree that this Contract was jointly drafted, and they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed in a neutral manner.
- 12.9 Construction Manager waives claims against Owner for consequential damages arising out of or relating to this Contract, including damages for principal office expenses and the compensation of personnel stationed there; loss of financing, business and reputation; and for loss of profit.
- 12.10 Owner shall have the right to let other contracts in connection with the Work, and Construction Manager shall properly cooperate with any such other contractors in furtherance of the Work; however Construction Manager shall not be relieved hereunder by any subcontract or similar agreement.
- 12.11 Payments due and unpaid to Owner or Construction Manager under this Contract for a period of thirty (30) days after written demand shall bear interest from the date payment was due at the rate of six percent (6%) per annum.
- 12.12 The Owner represents and warrants to Construction Manager that Owner is financially solvent, able to pay its debts as they mature and is possessed of sufficient capital to perform its obligations hereunder.
- 12.13 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications with regard to the Project. This Contract may be amended or modified only by an instrument in writing signed by a duly authorized representative of both Owner and Construction Manager. This Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Construction Manager. Notwithstanding any other provision herein, all subcontracts shall be in writing and shall specifically provide that the Owner is an intended third party beneficiary of such subcontract.
- 12.14 Attorney's Fees. In the event of any controversy arising hereunder or relating to the interpretation or implementation of this Contract or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.
- 12.15 Severability. The invalidity, in whole or in part, of any provision of this Contract will not affect the validity of any other provision of this Contract.
- 12.16 Captions. The captions contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Contract or the intent of any provision contained in this Contract.
- 12.17 Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same agreement.
- 12.18 Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto. Except as otherwise expressly provided herein, no waiver of any right shall be implied by any delay by a party in enforcing or acting under such right. Waivers shall be

effective only if specifically set forth in writing signed by the party to be charged with such waiver.

12.19 This Contract is binding upon the parties, their heirs, successors and approved assignees.

12.20 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

13. GRANT PROVISIONS

13.1 Construction Manager will provide Owner with reports and forms necessary for grant requirements.

13.2 Construction Manager, subcontractors and sub-subcontractors must comply with Section 3 Hiring and Reporting Requirements.

13.3 Non-Collusion and Conflict of Interests forms will be included in all documents for bidding

13.4 Construction Manager is notified that Owner is bound, by Contract with Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Administration (FEMA), to the environmental provisions in Attachment A. Construction Manager and all subcontractors and sub-subcontractors are hereby bound by these special conditions.

IN WITNESS WHEREOF the parties hereto have, by and through their duly authorized officers in that regard, made and executed this Contract as of the date first written above.

SIGNED and DELIVERED

OWNER:

CONSTRUCTION MANAGER:

CITY OF HUNTSVILLE, TEXAS

GARNEY COMPANIES, INC.

By: Matt Benoit, City Manager

By: Matt Foster, Vice President

Non-Collusion Statement

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the responder that has submitted the attached bid;
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or a sham bid;
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Huntsville or any per interest in the proposed contract.
5. In compliance with the specifications in the bid and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Subscribe and sworn to me this _____ day of _____, 2015

Printed Name

By _____

Notary Public Seal

My commission expires _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

ATTACHMENT A

Environmental Review Project Conditions

The following conditions must be met as part of this project. Failure to comply with these conditions may jeopardize the receipt of federal funding.

1. The applicant is required to obtain and comply with all local, state, and federal permits, approvals and requirements prior to initiating work on this project.
2. Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, State, and Federal regulations. If contaminated materials are discovered during the construction activities, the work will cease until appropriate procedures and permits can be implemented.
3. Fuel-burning equipment running times will be kept to a minimum and engines will be properly maintained.
4. A Storm Water Pollution Prevention Plan must be prepared and a National Pollutant Discharge Elimination System permit must be obtained prior to construction. Best management practices, such as installing silt fences and re-vegetating bare soils, would minimize runoff.
5. The City of Huntsville must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
6. The City of Huntsville must prepare and provide public notice in line with 44 CFR §9.12(e) issued 15 days prior to the start of construction of any final decision where a proposed floodplain or wetland project is the only practicable alternative.
7. In accordance with 44 CFR, Part 65.3 – Identification and Mapping of Special Hazard Areas, if floodplain boundaries will be changed as a result of the project, the applicant will submit to FEMA a Letter of Map Revision (LOMR) not later than six months after the date such information becomes available.
8. The City of Huntsville must comply with all conditions of U.S. Army Corps of Engineers (USACE) Permit No. SWG-2012-01017 and Texas Commission on Environmental Quality Section 401 Clean Water Act water quality certification. For portions of the project affecting Town Creek that are not included as part of permit SWG-2012-01017, the City must coordinate with and obtain any required Section 404 Permit(s) from the USACE and/or any Section 401/402 Permit(s) from the State prior to initiating work, and comply with all conditions of the required permit(s).
9. The City of Huntsville will limit vegetation management work during the peak migratory bird nesting period of April 1 through July 15 as much as possible to avoid destruction of individuals, nests, or eggs. If vegetation clearing activities must occur during the nesting season, the City of Huntsville will implement measures such as additional surveys prior to construction to ensure active nests are not present prior to vegetation clearing. No vegetation containing active nests, eggs, or young will be removed should they occur on the project site. Construction activities will be excluded from a minimum zone of 100 meters around any raptor nest.
10. The City of Huntsville will advise construction contractors of the potential presence of the Alligator Snapping Turtle within Town Creek. The City must comply with Chapters 67 and 68 of the Texas Parks and Wildlife Code which regulates state-listed species. The proposed action must not result in the take of any state listed species as defined in Section 1.101(5) of the Texas Parks and Wildlife Code.

11. In the event that archaeological deposits, including any Native American pottery, stone tools, bones, or human remains, are uncovered, the project shall be halted and the City of Huntsville shall stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The City must secure the area, and ensure that access to the sensitive area is restricted. In the event of an unexpected discovery, or if it appears that an Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, the City shall immediately notify Texas Division of Emergency Management (TDEM), who shall immediately notify FEMA of the discovery. Upon notification of the unanticipated discoveries, or unanticipated affects, FEMA would consult with the State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) and Tribes. Work in sensitive areas cannot resume until consultation is completed and appropriate measures have been taken to ensure that the project complies with the National Historic Preservation Act.
12. To reduce noise levels during construction, construction activities will take place during working hours enforceable by local ordinance.
13. Changes, additions, and/or supplements to the approved scope of work which alter the existing use and function of the structure, including additional work not funded by FEMA but performed substantially at the same time, will require re-submission of the application prior to construction to FEMA for re-evaluation under the National Environmental Policy Act.

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, INTERPRETING SECTION 14.14 OF THE CITY CHARTER AS TO THE APPROPRIATENESS OF AUTHORIZING THE CITY MANAGER TO SIGN A DESIGN-PHASE CONSTRUCTION MANAGER-AT-RISK CONTRACT WITH GARNEY COMPANIES, INC. FOR THE CONSTRUCTION OF TOWN CREEK.

WHEREAS Section 14.14 of the City Charter states:

“The Council may award contracts only at regular meetings of the Council except in the event of grave public emergency or calamity. It is further provided that from the date of any City general election until the members of the Council elected at such election have duly qualified and taken office, the Council shall not create, make, or enter into any contract for the purchase of materials, supplies, land, or buildings, or for the construction or repair of any public building or the carrying on of any public work, or professional services requiring or authorizing any expenditure in excess of one thousand dollars which creates or imposes on the City any obligation or liability of any nature or character whatsoever, except in the event of grave public emergency or calamity. It is specifically provided, however, that this provision shall not apply to contracts lawfully authorized prior to any City general election or to contracts which may hereafter be lawfully authorized by a vote of the qualified voters of the City, or to contracts made for the purpose of continuing the normal functions of any regularly established department of the City. Any and all contracts hereafter made by the City in violation of the terms of this provision shall be void and shall not be enforceable in any court of this State and the performance of same and the payment of any money there under may be enjoined by any property tax paying citizen of the City.”

WHEREAS The City of Huntsville, has conducted a procurement process to select Garney Companies to provide Design-Phase Construction Manager at Risk Services for the City of Huntsville that meets State and Local requirements; and

WHEREAS Section 3.03 of the City of Huntsville City Charter states, the City shall have the power to contract and be contracted with; and

WHEREAS Section 11.06 of the City of Huntsville City Charter states funds are appropriated from the effective date of the budget, thereby lawfully making funds available for the Town Creek project and to appoint Garney Companies to provide Design-Phase Construction Manager at Risk Services for the Town Creek drainage project; and

WHEREAS Section 11.15 of the City of Huntsville City Charter sets forth guiding procurement procedures for contracts to be executed, many of which are in contrary to Section 14.14; and

WHEREAS The City Council finds it necessary and appropriate to select Garney Companies to provide Design-Phase Construction Manager at Risk Services for the City of Huntsville for the Town Creek drainage project in the amount of \$191,015; and

WHEREAS Section 14.14 of the Charter does not specifically mention run-off elections; and

WHEREAS The Council believes the intent of Section 14.14 was not to prohibit general operations of the City for a period of two months that affect health, safety and welfare.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville Texas,

Section 1 The City Council of the City of Huntsville, TX finds it appropriate to interpret City Charter Section 14.14 as not applicable in these circumstances and further contrary to City Charter Sections 3.03, 11.06 and 11.15.

Section 2 The City Council authorizes the City Manager to sign a Design-Phase Construction Manager at Risk Contract with Garney Companies, Inc. for the Town Creek drainage project after approval by the City Attorney.

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/17/2015

Agenda Item: 6h

Item/Subject: Consider adopting Resolution 2016-10 authorizing the City Manager to amend the agreement with Gessner Engineering for professional engineering services to include final design and construction support services for Transportation Alternatives Program (TAP) grant Sidewalk project - #14-02-01, and adopt Ordinance #2016-07 amending the CIP budget and the Fiscal Year 15-16 operating budget.

Initiating Department/Presenter: Engineering

Presenter: Y. S. "Ram" Ramachandra, City Engineer

Recommended Motion: Move to adopt Resolution 2016-10 authorizing the City Manager to amend the agreement with Gessner Engineering for professional engineering services to include final design and construction support services for Transportation Alternatives Program (TAP) grant Sidewalk project - #14-02-01, and adopt Ordinance #2016-07 amending the CIP budget and the Fiscal Year 15-16 operating budget.

Strategic Initiative: Goal #4 - Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The Texas Department of Transportation issued a call for projects under their Transportation Alternatives Program (TAP) in January 2015. This federally funded TAP provides opportunities to expand transportation choices and enhance the transportation experience through categories of activities related to the surface transportation system. Alternative choices include on- and off- road pedestrian and bicycle facilities.

The City Council authorized applying for TAP grants on April 23, 2015, to place sidewalks/bikeways at the following locations:

1. Lake Road (from Ridgeview West Apartments to Smither Drive) – West Side
2. Montgomery Road (from I-45 TO Sam Houston Avenue) – Both Sides
3. Sam Houston Avenue (from Boettcher Drive to Lake Road) – Both Sides

The City received a notification from TxDOT on September 29, 2015, confirming the award of TAP grant in the amount of \$2,385,285 to construct sidewalks on all three segments mentioned above. On October 20, 2015, the Council accepted the funding and authorized the City Manager to enter into an Advance Funding Agreement (AFA) with TxDOT.

City Staff issued a Request for Qualifications (RFQ) and chose Gessner Engineering, College Station, TX to provide the City with the preliminary design necessary for the TAP grant application. The City completed preliminary design of sidewalk on these three segments with the assistance of Gessner Engineering. Now that the City has been awarded TAP grants and that it is the City's responsibility to complete the engineering design of the project, staff has obtained scope and fee proposal from Gessner Engineering to provide final design and construction support services.

A copy of finalized scope and fee proposal received from Gessner engineering for final design services is attached to this agenda item. Total fee proposed by Gessner for final design and construction support services is \$63,700. This fee includes developing Storm Water Pollution Prevention Plan (SWPPP). Developing engineering design is fully the City's responsibility.

The City initially signed an agreement with Gessner engineering for preliminary design services on March 12, 2015. This finalized scope and fee proposal for final design services will be considered as additional services to the agreement dated March 12, 2015. All terms and conditions included in the March 12th agreement will be applicable to these additional services.

At this, time, TxDOT is developing the Advance Funding Agreement (AFA) format for funding construction of the project. The AFA is expected to be finalized and sent to the City soon for signatures. But, exact time frame is not known.

Previous Council Action: The Council authorized applying for the grant on April 28, 2015 to include all three segments mentioned in the **Discussion** section above. Also, the Council accepted TAP grant funding from TxDOT, which was notified to the City on September 29, 2015, in October 20, 2015 Council meeting.

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted:

Item is not budgeted: see Ordinance 2016-07 and related Exhibit A (pages 13 & 14)

Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Resolution 2016-10 (page 3-4)
- Location map of project segments (page 5)
- Scope & fee proposal from Gessner Engineering (pages 6-11)
- Ordinance 2016-07 – amending the CIP and FY 15-16 budgets (page 12)
- Exhibit A to Ordinance 2016-07 (page 13)

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, INTERPRETING SECTION 14.14 OF THE CITY CHARTER AS TO THE APPROPRIATENESS OF AMENDING AN AGREEMENT WITH GESSNER ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES TO INCLUDE FINAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE TRANSPORTATION ALTERNATIVES PROGRAM GRANT.

WHEREAS Section 14.14 of the City Charter states:

“The Council may award contracts only at regular meetings of the Council except in the event of grave public emergency or calamity. It is further provided that from the date of any City general election until the members of the Council elected at such election have duly qualified and taken office, the Council shall not create, make, or enter into any contract for the purchase of materials, supplies, land, or buildings, or for the construction or repair of any public building or the carrying on of any public work, or professional services requiring or authorizing any expenditure in excess of one thousand dollars which creates or imposes on the City any obligation or liability of any nature or character whatsoever, except in the event of grave public emergency or calamity. It is specifically provided, however, that this provision shall not apply to contracts lawfully authorized prior to any City general election or to contracts which may hereafter be lawfully authorized by a vote of the qualified voters of the City, or to contracts made for the purpose of continuing the normal functions of any regularly established department of the City. Any and all contracts hereafter made by the City in violation of the terms of this provision shall be void and shall not be enforceable in any court of this State and the performance of same and the payment of any money there under may be enjoined by any property tax paying citizen of the City.”

WHEREAS The City of Huntsville, has conducted a procurement process for engineering services to complete design and provide construction support services (hereinafter “the Services”) that meets State and Local requirements; and

WHEREAS Section 3.03 of the City of Huntsville City Charter states, the City shall have the power to contract and be contracted with; and

WHEREAS Section 11.06 of the City of Huntsville City Charter states funds are appropriated from the effective date of the budget, thereby lawfully making funds available for the Services; and

WHEREAS Section 11.15 of the City of Huntsville City Charter sets forth guiding procurement procedures for contracts to be executed, many of which are in contrary to Section 14.14; and

WHEREAS The City Council finds it necessary and appropriate to award the Services to Gessner Engineering in the amount of \$63,700; and

WHEREAS Section 14.14 of the Charter does not specifically mention run-off elections;
and

WHEREAS The Council believes the intent of Section 14.14 was not to prohibit general
operations of the City for a period of two months that affect health, safety and
welfare.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville Texas,

Section 1 The City Council of the City of Huntsville, TX finds it appropriate to interpret
City Charter Section 14.14 as not applicable in this circumstance and further
contrary to City Charter Sections 3.03, 11.06 and 11.15.

Section 2 The City Council approves amending an agreement with Gessner Engineering
for professional engineering services to include final design and construction
support services for the Transportation Alternatives Program grant and
authorizes the City Manager to sign and execute all associated contractual
documents after approval by the City Attorney.

PASSED AND APPROVED this 17th day of November, 2015.

THE CITY OF HUNTSVILLE

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

TAP Sidewalk Project Segments

14-02-01



Layout: Letter (8.5 x 11) - Portrait

1 in = 1,000 ft

Or 8.5 x 11 inch Print

0 500 1,000 2,000 Feet

Or Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
 DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of said data.


 November 9, 2015
 City of Huntsville
 GIS Division
 Map Created At
www.huntsvillegis.com



November 9, 2015

Y.S. Ramachandra, P.E., CFM
City Engineer
City of Huntsville
448 State Highway 75 North
Huntsville, Texas 77320
936.294.5760
yramachandra@huntsvilletx.gov

Re: Proposal for Professional Engineering Services
Proposed Engineering Services for Sidewalk/Bikeway
Huntsville, Texas
Proposal Number: P15-0983

Dear Mr. Ramachandra:

Gessner Engineering presents this proposal to City of Huntsville ('CLIENT'), as additional services to the original agreement dated March 12, 2015 between the City of Huntsville and Gessner Engineering. Additional services are detailed in the attached pages to this letter. This proposal is valid until February 9, 2016.

Please indicate your acceptance of the proposed services by initialing in the provided boxes and signing the project summary on page 4. We appreciate the opportunity to submit a proposal for your project and look forward to being a part of your team.

Please contact me if you have any questions regarding this proposal or our services.

Yours Truly,
GESSNER ENGINEERING, F-7451

A handwritten signature in blue ink that reads 'Jordan Ferrell'.

Jordan A. Ferrell
Proposal Coordinator

COLLEGE STATION 979 690 8840 • BRENHAM 979 836 6855 • FORT WORTH 817 408 2140 • SAN ANTONIO 210 556 4124

2501 Ashford Drive, Suite 102 • College Station, Texas 77840 • Fax 979 690 8841 • www.gessnerengineering.com

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

CIVIL ENGINEERING

Engineering Services for Sidewalk/Bikeway

PROJECT DESCRIPTION

Civil engineering for the City of Huntsville Sidewalk/Bikeway project will address the following segments:

- Montgomery Road (FM 1374) - from Interstate 45 to Sam Houston Ave. (State Hwy 75) - along East side
- Montgomery Road (FM 1374) - from Interstate 45 to Sam Houston Ave. (State Hwy 75) - along West side
- Sam Houston Avenue - from Lake Road to Boettcher Drive - along Southwest side
- Sam Houston Avenue - from Lake Road to Boettcher Drive - along Northeast side
- Lake Road - from Smither Drive to the north driveway of 2830 Lake Road (Ridgewood West Apartment)

Gessner Engineering will provide the necessary documentation to meet grand requirements of the Texas Department of Transportation (TxDOT).

PROJECT SCOPE

The civil engineering scope will include the following services:

- Coordinate routes with existing utilities and private property site features
- Evaluate existing conditions for locations of retaining walls, ADA ramps, and cross walks
- Define grading to determine necessary scope of retaining walls and limits of driveway reconstruction
- Provide necessary standard and site specific details
- Provide construction cost estimate for the project scope
- Develop design in compliance with Texas Accessibility Standards and ADA
- Follow TxDOT design guidelines and design standards

DESIGN SERVICES

In addition to the services listed above, the civil engineering scope shall include design and construction administration as described below (Sidewalks to be as wide as possible).

DESIGN SERVICES

- Obtain needed survey data
- Design documents for City and TxDOT review
- Obtain design approval from City staff and TxDOT
- Coordinate design with TxDOT, as required
- Deliver design documents to City and TxDOT
- Update City personnel of progress throughout design process
- Provide final construction documents - Hard copies and digital formats (both PDF and AutoCad)

CONSTRUCTION ADMINISTRATION

- Construction staking
- Review civil submittals (review of any submittal more than two times shall be Additional Services)
- Respond to RFI's, as required
- Provide necessary site inspections

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

If the disturbed area during construction is greater than one (1) acre or part of a larger development with disturbed areas in excess of one acre, a SWPPP is required by the Texas Commission on Environmental Quality that includes:

- Site visit to determine storm water pollution prevention requirements
- Erosion control plan and details noting Best Management Practices (BMPs) to prevent storm water pollution
- Descriptions of planned best management practices and storm water controls
- Site descriptions
- Inspections and forms to be submitted by the operator during construction as required. The fees for civil engineering services, as described in this proposal, are listed below by phase and will be provided on a lump sum basis.

GESSNER ENGINEERING

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

2

CIVIL ENGINEERING

Engineering Services for Sidewalk/Bikeway

ENVIRONMENTAL ASSESSMENT AND MITIGATION

- Obtain necessary approval/clearance to comply with National Environmental Policy Act of 1966, as outlined in the Advance Funding Agreement format between TxDOT and the City of Huntsville.

EXCLUSIONS

The following items are excluded from the scope of this agreement:

- Platting, re-platting, zoning, or re-zoning
- Landscape architectural design or irrigation design
- Mechanical, Electrical, or Plumbing design
- Design or specification of backflow preventers
- Design or specification equipment required for codes other than applicable development codes
- Extension of public water, sanitary sewer, and/or storm to the site to service the development
- Additional permitting (e.g TxDot, Army Corps of Engineers, TCEQ, EPA...)
- Design of site structural components as part of this phase
- Design of any areas not associate with the scope of this proposal
- Services during construction other than described within this proposal
- Mitigation of the site due to flood hazard conditions
- Traffic impact analysis.

PROJECT FEES

The fees for civil engineering services, as described in this proposal, will be provided on a lump sum basis. Listed below is a breakdown of the engineering fees for each phase of work.

MONTGOMERY ROAD (FM 1374) - FROM I-45 TO SAM HOUSTON AVENUE (EAST AND WEST SIDES)

Site planning and layout.....	\$7,200
Grading.....	\$8,000
Design of site features, incl. retaining walls.....	\$2,500
Coordination.....	\$1,500
Construction Administration	\$5,000
Environmental Assessment.....	\$500

Montgomery Road Subtotal.....\$24,700

SAM HOUSTON AVENUE - FROM LAKE ROAD TO BOETTCHER DRIVE (SOUTHWEST AND NORTHEAST SIDES)

Site planning and layout.....	\$7,600
Grading.....	\$6,600
Design of site features, incl. retaining walls.....	\$2,100
Coordination.....	\$1,500
Construction Administration	\$5,000
Environmental Assessment.....	\$500

Sam Houston Avenue Subtotal.....\$24,700

GESSNER ENGINEERING

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

CIVIL ENGINEERING

Engineering Services for Sidewalk/Bikeway

LAKE ROAD - FROM SMITHER DRIVE TO NORTH DRIVEWAY OF 2830 LAKE ROAD (WEST SIDE)

Site planning and layout.....	\$4,100
Grading.....	\$3,600
Design of site features, incl. retaining walls.....	\$1,000
Coordination.....	\$900
Construction Administration	\$3,000
Environmental Assessment.....	\$500

Lake Road Subtotal.....\$13,100

Total (Montgomery Road, Sam Houston Avenue, Lake Road).....\$62,500

All design services to be completed within 120 calendar days from Notice to Proceed.

GESSNER ENGINEERING

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

PROPOSAL SUMMARY

Engineering Services for Sidewalk/Bikeway

ADDITIONAL SERVICES

The following items shall be considered additional services and will be billed in accordance with our standard rate schedule (available upon request):

- Once information, criteria and direction to proceed with the design have been given, any significant design changes that result from new information, criteria, or direction shall be performed on an hourly basis.
- Increased services resulting from changes/increases in Project scope or scope of Engineer's Services resulting from Project assumptions as defined in the proposal which prove to be incorrect shall be performed on an hourly basis.
- Review of shop drawing or submittal data in addition to the services defined in the proposal shall be performed on an hourly basis.
- Drawing revisions after issuance of Construction Documents will be provided on an hourly basis.
- Standby time for sites not prepared or available will be billed for travel time and mobilization expenses.

PROJECT FEES

Listed below is the total fee for each phase of work as described herein. Initial in the spaces provided to authorize desired services. If the project is abandoned prior to completion of the design, the fee shall be due the date the project is abandoned and shall be based upon the percentage of services performed.

Civil Engineering.....\$62,500

Storm Water Pollution Prevention Plan (SWPPP).....\$1,200

I acknowledge that I have read this proposal in its entirety, including the outlined client responsibilities in Attachment A.

Please indicate your acceptance by signing below. Return receipt of this proposal shall provide authorization for Gessner Engineering to proceed with our services.

Agreed
By:



Signature

For: Jeremy N. Peters, P.E.
Gessner Engineering, LLC

Date: November 9, 2015

Agreed
By:

Signature

For: Matt Benoit
City Manager
City of Huntsville

Date: _____

GESSNER ENGINEERING

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

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ATTACHMENT A

STANDARD PAYMENT TERMS

Gessner Engineering's standard payment terms will be Net 30/due upon receipt.

TO BE PROVIDED BY CLIENT

The following items are to be provided by the client for each applicable phase:

GEOTECHNICAL ENGINEERING:

- Accessible site
- Location of utilities
- Site plan

STRUCTURAL ENGINEERING:

- Architectural backgrounds for our use
- If available, Revit® files or CAD files. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- A geotechnical report, if not to be provided as part of this agreement
- Metal building loads and connection information from proprietary structural systems or systems to be provided by others (applicable for metal buildings only)
- Project title block (if no title block is provided, Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files in .SHX format
- Final printing and distribution of Specifications and Construction Documents

CIVIL ENGINEERING:

- Digital backgrounds in AutoCAD or REVIT format. If construction documents are hand drawn or digital files are not available, full size to-scale drawings shall be provided
- Project title block (If no title block is provided Gessner Engineering will prepare documents on our title block)
- All non-standard AutoCAD font files .SHX format
- A complete set of construction documents
- Topographical Survey of the site including all topographical information, existing utilities, and other existing improvements in AutoCAD format, if not to be provided as part of this agreement
- Utility load data for proposed water and sanitary sewer needs for the proposed building(s)

FORENSIC INVESTIGATIONS:

- Access to facility
- If available, existing building plans, construction test reports and inspections, previous forensic inspection reports, available repair history, and any other information relevant to the inspection.

SURVEYING SERVICES:

- When applicable, title commitment
- When applicable, CAD file

[End of Attachment "A"]

GESSNER ENGINEERING

CIVIL STRUCTURAL GEOTECHNICAL LAND SURVEYING CONSTRUCTION MATERIALS TESTING

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2015-2016 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2015-43 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2015-2016 Annual Budget and CIP Budgets were adopted by Ordinance 2015-43 on September 15, 2015;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the FY 2015-2016 Annual Budget and the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The annual budget for fiscal year 2015 – 2016 is hereby amended to include the expenditures and revenues in Exhibit “A” and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit “A” attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the FY 2015-2016 annual budget and the budget for the Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 17th day of November 2015.

THE CITY OF HUNTSVILLE, TEXAS

Mac Woodward, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 15-16 November 17, 2015

Exhibit A

Increase:	TAP Grant Sidewalks CIP	\$ 833,691	
Increase:	Transfer to Sidewalks CIP-TAP Grant- using Gen Fd Unalloc Rsv	\$ 551,911	
Increase:	Transfer to Sidewalks CIP-TAP Grant- using Street CIP Unalloc Bdgt	\$ 116,935	
Increase:	Transfer to Sidewalk CIP-TAP Grant- using Sidewalks CIP Unalloc Bdgt	\$ 164,845	
<p>In order to increase the City's chances of receiving the TAP grant the Council approved budgeting \$94,000 for Engineering and Surveying costs in FY 14-15 in the Street Special Revenue Fund. The City expended \$44,600 for Design Engineering and \$22,120 for Surveying in FY 14-15 from the Street Special Revenue Fund. The TAP Grant has been awarded to the City and City Council approved acceptance of the Grant at its October 20, 2015 meeting. It is now appropriate to create a Project and budget for expenditures for the City's match. The City is responsible for the remaining Engineer Design and some Engineering Construction Support costs (included in the amended agreement with Gessener Engineering) and "cash match" to be paid to TXDOT. This Budget Amendment puts \$833,691 in a TAP Grant Sidewalk CIP project to cover remaining City cost responsibilities. Budget amounts are coming from General Fund Unallocated Reserve in the amount of \$551,911, Sidewalks CIP Unallocated Budget in the amount of \$116,935, and from Street CIP Unallocated Budget in the amount \$164,845. These amounts were discussed with the Finance Committee at their November 2, 2015 meeting with the amounts being part of the City Manager's "Assigned" balances for Unallocated Reserves and CIP Unallocated Budget.</p>			

Walker County

Appraisal District

CHIEF APPRAISER
RAYMOND A. KISER

ASSISTANT CHIEF APPRAISER
STACEY M. POTEETE



P.O. Box 1798 / 1819 SYCAMORE
HUNTSVILLE TX 77342-1798

PHONE: (936) 295-0402 Fax: (936) 295-3061
www.walkercountyappraisal.com

Walker County

City of Huntsville ballot

****Corrected**** **Official Ballot**

In compliance with Section 6.03 of the Texas Property Tax Code, the following is a list of candidates nominated to fill the seven (7) seats on the Walker CAD Board of Directors for the 2016 - 2017 term.

Please cast your votes according to the guidelines as established in Sec. 6.03 of the Texas Property Tax Code and return to the Walker CAD by December 15, 2015.

2016 - 2017 Nominees

Votes Cast

Wayne Scott	
Jerry Larrison	
Frank Roberts	
David Standlee	
Davis Brinson	
Blossie Johnson	
Tim Paulsel	
Melody Cherry Underwood	
Ed Owens	
John Warren	
Clyde Loll	

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Sec. 6.03 of the Texas Property Tax Code describes the procedure to follow during Board of Director nominations and election and is more specifically described in subsection (d) as follows:

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

In compliance of Section 6.03 (d) the voting entitlement for Walker County Jurisdictions is as follows:

Jurisdiction	2014 Levy	Allocation %	Allocation x 1,000	Voting Entitlement
City of Huntsville	\$5,693,762.00	0.1086	108.6	760
City of Riverside	\$42,903.00	0.0008	0.8	6
Huntsville ISD	\$25,641,939.00	0.4893	489.3	3425
New Waverly ISD	\$3,367,393.00	0.0643	64.3	450
Richards ISD	\$349,274.00	0.0067	6.7	47
Trinity ISD	\$224,724.00	0.0043	4.3	30
Walker County	\$17,089,009.00	0.3261	326.1	2282
Totals*	\$52,409,004.00	1.0000	1,000	7,000

**Reduced by excluding ESD #1, ESD #2 & Walker Co. Hospital District. All 3 have no voting entitlement as indicated in Section 6.03 of the Texas Property Tax Code.*