



Regular City Council Meeting
April 23, 2019
6:00 p.m.



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, April 23, 2019, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. **CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**

2. **INTRODUCTIONS**

3. **PROCLAMATIONS / ANNOUNCEMENTS**

3.1 Proclamation for Police Week – May 12-18, 2019

3.2 Proclamation for National Public Works Week – May 19-25, 2019

4. **PUBLIC COMMENTS**

At this time, any person with City-related business may speak to the Council. In compliance with the Texas Open Meetings Act, the City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

5. **CONSENT AGENDA**

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

5.1 Minutes for City Council Meeting on March 26, 2019

5.2 Resolution No. 19-XX - RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE SUSPENDING THE MAY 10, 2019 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

6. **EXECUTIVE SESSION:** The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:
 - 6.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the Police Chief.
7. **RECONVENE**
8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session and Possible Employment Agreement with Police Chief.

OLD BUSINESS

9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** March 2019 Police Department Staff Report (Chief Evans):
 1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Number of K-9 Deployments
10. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meetings That May Have Occurred Since March 26, 2019, and Status of Village Fire Commission's Reinstatement of Bunker Hill Village as a Full Member of the Village Fire Department. (Council Member Carpenter / Mayor Ramsey)
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A LETTER OF INTENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND CITY OF BUNKER HILL VILLAGE FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES FOR FOUR YEARS FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF INTENT; AND PROVIDING AND EFFECTIVE DATE.
12. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Civic Activities Board Since January of 2019. (Council Member Donaho / City Treasurer Michelle Yi)
13. **DISCUSSION AND DIRECTION CONCERNING:** Construction Design For Westview Drive Sidewalk Improvements Project And Addressing Encroachments In The City's Right-Of-Way That Will Be Impacted By The Project.
14. **BRIEFING AND DISCUSSION CONCERNING:** Legislative Update on Proposed House Bill Number 2 and House Bill Number 3. (Mayor Ramsey)

NEW BUSINESS

15. **PRESENTATION, BRIEFING AND DISCUSSION CONCERNING:** Property Values In The City Of Spring Valley Village Including, But Not Limited To, Historical Value Trends, Property Tax Revenue Changes, And Litigated Properties For The Last Ten Years. (Roland Altinger, Harris County Appraisal District)
16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award of Competition Sealed Bid #2019-03-102 for Cedarbrake Drainage Improvement Project to H&N Contractor Management, LLC in an amount not to exceed \$101,416.00.
17. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT LLC FOR THE CEDARBRAKE DRAINAGE IMPROVEMENT PROJECT (BID #2019-03-102); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
18. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Conceptual Design and Conceptual Design Cost Estimate for Phase II Park Improvements.
19. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CLARK CONDON AND ASSOCIATES, INC. FOR PHASE II PARK IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
20. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
 1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project
 2. Status of Automated Meter Project
 3. Update on City of Houston Left Turn Lane on Westview Drive
 4. Status of Repairs to Ground Water Well #1
21. **ADJOURNMENT**

Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

The City Council reserves the right to convene in executive session from time to time as deemed necessary during this meeting to discuss any of the matters listed in the agenda, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel

Matters), 551.076 (Deliberations Regarding Security Devices) or 551.087 (Deliberations Regarding Economic Development Negotiations).

I certify that a copy of the April 23, 2019 agenda of items to be considered by City Council was posted on or before the 18th day of April, 2019, at 10:15 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or Email secretary@springvalleytx.com for further information.

Proclamations / Announcements

POLICE WEEK PROCLAMATION

WHEREAS, Police Officers of the Spring Valley Village Police Department stand, watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and

WHEREAS, it is important that all citizens recognize the duties, responsibilities, hazards, and sacrifices of local law enforcement agencies; and

WHEREAS, Wednesday, May 15, 2019, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, the Spring Valley Village Police Department, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

NOW, THEREFORE, I, TOM S. RAMSEY, as Mayor of the City of Spring Valley Village do hereby declare May 12-18, 2019 as:

POLICE WEEK

In the City of Spring Valley Village, Texas, and hereby publicly salute the service of law enforcement officers in our community.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of the City of Spring Valley Village, this 23rd day of April, 2019.

Tom S. Ramsey, Mayor

Attest:

Roxanne Benitez, City Secretary

PROCLAMATION

Whereas, *public works services provided in our community are an integral part of our citizens' everyday lives; and*

Whereas, *the support of an understanding and informed public is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings and solid waste collection, wastewater disposal, code enforcement, and engineering to provide these essential services to our citizens; and*

Whereas, *the health, safety and comfort of this community greatly depends on these facilities and services; and*

Whereas, *the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and*

Whereas, *the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.*

Now, therefore, I, Tom S. Ramsey, Mayor of the City of Spring Valley Village, do hereby proclaim the week of May 19-25, 2019 as

Public Works Week

In the City of Spring Valley Village, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Spring Valley Village to be affixed this 23rd day of April, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

Attest:

Roxanne Benitez, City Secretary

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 26, 2019 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 6:05 p.m.

Members Present:

Mayor Tom Ramsey
Mayor Pro-Tem Allen Carpenter
Council Member David Dominy
Council Member Tom Donaho
Council Member Joy McCormack
Council Member Marcus Vajdos

Members Absent:

None.

2. INTRODUCTIONS

Julie Robinson, City Administrator (left at 8:40 p.m.)
Roxanne Benitez, City Secretary
Alex Trevino, Deputy City Secretary
Arthur Faiello, Director of Public Works (left at 8:35 p.m.)
Michelle Yi, City Treasurer (left at 8:35 p.m.)
Oscar Arevalo, Building Official (left at 8:35 p.m.)
Lloyd Evans, Police Chief (left at 6:30 p.m.)
David Dixon, Police Commissioner
Mark Schulze, Police Captain
Loren Smith, City Attorney

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

4.1 Jennifer Finch, the new Branch Manager for the Spring Branch Memorial Library located at 930 Corbindale Road, introduced herself to the Council.

At this time, Council Member Carpenter made a motion to take Agenda Item 10 out of order, and Council Member Donaho seconded the motion. Motion carried 5-0.

NEW BUSINESS

**10. PRESENTATION AND BRIEFING CONCERNING: METRO Proposed Bond Projects
(Don Elder and Cindy Siegel, METRO)**

Board Member Don Elder, Board Member Cindy Siegel, Long Range Planning Manager Priya Zachariah, Vice-President of Consumer Affairs Eddie Miranda, and Deputy CEO Tom Jasien with METRO, gave a PowerPoint presentation on METRO's vision and long term plan.

At this time, Council Member Carpenter made a motion to take Agenda Item 14 out of order, and Council Member McCormack seconded the motion. Motion carried 5-0.

14. DISCUSSION AND DIRECTION CONCERNING: Possibility of Requiring EMT Training for Police Department. (Council Member Carpenter)

Council Member Carpenter advised that he discussed the possibility of offering life-saving training and tools to the police officers with Chief Evans, Commissioner Dixon, and Fire Chief Foster. He also advised that he would like the officers to support, assist, and provide the best care until the Village Fire Department arrived. Chief Evans advised that he had researched the subject and that requiring police officers to receive EMT training could create liability issues for the Department and the City that would be detrimental. He also indicated that he believes the Department would be spreading themselves too thin. Chief Evans also advised that all officers are trained in first aid, AED, and CPR and are in compliance with best practices of the Texas recognition program. Chief Evans advised that he would be in favor any advanced training, but not EMT training which would put two hats on an officer making them decide if police duties or EMT duties are their first priority and what effect the outcome of their decisions would have. He added that if the laws changed, he would be in favor of EMT training. City Attorney Loren Smith advised that medical protocols would need to be created, and the City would have to retain a medical director to develop and oversee the protocols. Chief Evans advised that additional personnel would be needed to implement a EMT program.

It was the consensus of the Council not to proceed with EMT training for the Police Department at this time. However, the Council requested that requested Chief Evans evaluate the possibility of incorporating such training in the future.

At this time, Council Member Vajdos made a motion to take Agenda Item 11 out of order, and Council Member Donaho seconded the motion. Motion carried 5-0.

11. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Presentation and Acceptance of Fiscal Year 2017-2018 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants. (Stephanie Harris, Belt Harris Pechacek LLLP)

Robert Belt, Managing Partner with Belt, Harris, Pechacek, LLLP, presented the 2017-2018 Comprehensive Annual Financial Report. Council Member McCormack made a motion to accept the Fiscal Year 2017-2018 Audited Comprehensive Annual Financial Report prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants, and Council Member Carpenter seconded the motion. Motion carried 5-0.

5. CONSENT AGENDA

All matters listed under consent agenda, are considered to be routine by the City Council

and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- 5.1 Minutes for Special Called City Council Meeting on February 26, 2019
- 5.2 Minutes for Regular City Council Meeting on February 26, 2019
- 5.3 Ordinance Number 2019-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
- 5.4 Ordinance Number 2019-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.
- 5.5 Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND SPRING BRANCH MEMORIAL SPORTS ASSOCIATION FOR CONSTRUCTION OF A WALKING TRAIL OR SIDEWALK ON THE PROPERTY LOCATED AT 9016 WESTVIEW DRIVE WITHIN THE CITY LIMITS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Council Member Carpenter made a motion to approve all items on the Consent Agenda, and Council Member Donaho seconded the motion. Motion carried 5-0.

OLD BUSINESS

- 6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** February 2019 Police Department Staff Report (Chief Evans):

Chief Evans provided the report.

- 1. Number of Calls for Service – 1,253
- 2. Number of Traffic Violations – 888
- 3. Number of K-9 Deployments – 121

- 7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on February 27, 2019. (Council Member Carpenter / Mayor Ramsey)

Mayor Ramsey advised the Council that an offer was presented to Bunker Hill Village at the February 27 meeting. Mayor Ramsey also advised that the Village Fire Department

Commissioners were currently drafting a new Interlocal Agreement.

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of March 12, 2019. (Council Member Vajdos / City Attorney Loren Smith)

City Attorney Loren Smith advised that the setbacks on Bingle and Campbell Road were discussed and would be on the agendas for the Planning & Zoning Commission and City Council meetings in May.

9. **DISCUSSION AND DIRECTION CONCERNING:** Revised Draft Residential Neighborhood Traffic Calming/Control Policy.

City Administrator Julie Robinson advised that new language was added concerning acquiring a petition and requested additional feedback. Council Member McCormack asked if the two applications could be re-named. Council Member Donaho asked if a step-by-step list could be included. Ms. Robinson asked for feedback regarding how long applicants should be given to present all required documentation. The consensus from Council was no more than ninety (90) days. Ms. Robinson advised that letters would be sent to residents informing them that the draft policy would be on a future City Council meeting agenda for possible action.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Bid Number 2019-01-01B For the New Production Well Project To W.W. Payton Corporation In An Amount Not To Exceed \$3,150,000.00.

John Nelson, with WSP (formerly LBG Guyton), presented the bid award recommendation and provided the Council with some explanations for why the bids significantly exceeded the original construction estimate provided by LBG Guyton. After discussion, Council Member Vajdos made a motion to award Bid Number 2019-01-01B to W.W. Payton Corporation in an amount not to exceed \$3,150,000.00 with staff recommended funding for the excess amount over the TWDB funding for the project , and Council Member Carpenter seconded the motion. Motion carried 5-0.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR THE NEW PRODUCTION WELL PROJECT (BID #2019-01-01B); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Council Member Vajdos made a motion to approve Resolution Number 19-06, and Council Member Carpenter seconded the motion. Motion carried 5-0.

15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2019-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING SECTION 6.001,

WATER METER CONNECTIONS, FROM APPENDIX "A," SCHEDULE OF FEES FOR THE CITY OF SPRING VALLEY VILLAGE, TEXAS; ESTABLISHING A SCHEDULE OF FEES FOR WATER METER CONNECTIONS; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

Mayor Ramsey read the Ordinance by caption only. City Administrator Julie Robinson advised that the water connection fees had not been updated since 2009 and currently, did not reflect the actual costs. Council Member Dominy made a motion to approve Ordinance No. 2019-09, and Council Member Donaho seconded the motion. Motion carried 5-0.

- 16. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Request from Village Fire Commission To Retain the 4th Quarter 2018 Ambulance Revenues and Place Such Funds into Facility Fund 4.

Council Member Carpenter made a motion to allow the Village Fire Commission to retain the overage of the 4th Quarter 2018 ambulance revenues and place such funds into Facility Fund 4, and Council Member Dominy seconded the motion. Motion carried 5-0.

- 17. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:

1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project

Jeremy Austin, with Binkley and Barfield, Inc., advised that the project was in the first month of a seven-month contract and added that the project was on schedule.

2. Status of Automated Meter Project

City Administrator Julie Robinson advised that the project communication pieces would soon be mailed to the residents and added that the installation of the new automated meters would commence in April.

3. Update on City of Houston Left Turn Lane on Westview Drive

Director of Public Works Arthur Faiello advised that he contacted the office of City of Houston Council Member Brenda Stardig, and he was advised that Council Member Stardig would speak to their Public Works department.

4. Status of Repairs to Ground Water Well #1

Director of Public Works Arthur Faiello advised that the latest repair estimate was \$240,000 and was based on Weisinger's evaluation of the different pieces of Water Well #1. The repair costs include building a new pump, cleaning the screen, and adding a sand separator, and the repairs are already in progress..

5. Status of Update to Harris County Regional Hazard Mitigation Plan

City Administrator Julie Robinson advised that she has been working on the City's section of Harris County's Hazard Mitigation Plan and added that the second phase would be submitted later that week.

- 18. EXECUTIVE SESSION:** The City Council Will Now Hold A Closed Executive Meeting

Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:

18.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the Police Chief.

Council adjourned into the Executive Session at 8:32 p.m.

19. RECONVENE

The City Council meeting reconvened at 9:01 p.m.

20. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed In Executive Session

No action was taken.

21. ADJOURNMENT

Council Member Donaho made a motion to adjourn the meeting at 9:01 p.m., and Council Member Carpenter seconded the motion. Motion carried 5-0.

Signed: _____
Tom S. Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Resolution No. 19-XX RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE SUSPENDING THE MAY 10, 2019 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	On April 5, 2019, CenterPoint Energy filed a rate increase application. CenterPoint Energy is seeking an overall increase to its base rates equating to \$161 million per year, or \$154 million for distribution and \$6.8 million for transmission. CenterPoint also filed its application with the Public Utility Commission (PUC). If approved by the Public Utility Commission (PUC), the increase would be 7.4% in wires charges to distribution customers, and 1.8% for transmission service customers. The Company estimates that the monthly increase for an average residential customer would be \$2.38, if approved in its entirety. The attorney for the Gulf Coast Coalition of Cities' ("GCCC") recommends that all GCCC members, including the City of Spring Valley Village, adopt the proposed Resolution suspending the May 10, 2019 effective date of the company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. The City, along with approximately 38 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The Coalition has been in existence since the early
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

1990s and has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution No. 19-XX
- Notice from CenterPoint Energy Houston Electric, LLC Concerning Rate Case

FUNDING ISSUES:

☒ Not applicable – no dollars are being spent or received.

☐ Full amount already budgeted in Acct/Project# _____

☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:

☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____

☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:

Julie M. Robinson

SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL Julie M. Robinson
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NO. 19-XX

RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE SUSPENDING THE MAY 10, 2019 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about April 5, 2019, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Spring Valley Village ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective May 10, 2019; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") and will cooperate with the other similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, GCCC's member cities have previously authorized intervention in electric utility rate case proceedings before the Public Utility Commission of Texas; and

WHEREAS, GCCC has previously authorized the hiring of Thomas Brocato and Chris Brewster of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS:

1. That the May 10, 2019, effective date of the rate request submitted by CenterPoint on or about April 5, 2019, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. That the City is authorized to cooperate with GCCC to coordinate efforts to protect the interests of the City and protect the interests of CenterPoint's end-use customers residing and conducting business within municipal limits.

3. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint on a timely basis.

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

5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Chris Brewster at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (cbrewster@lglawfirm.com).

DULY PASSED AND APPROVED on this the _____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE



Patrick H. Peters III
Associate General Counsel and
Director of Regulatory Affairs

1005 Congress Avenue, Suite 650
Austin, Texas 78701
Voice: (512) 397-3032
Fax: (512) 397-3050
patrick.peters@centerpointenergy.com

April 5, 2019

Honorable Mayor and City Officials

Subject: Notice of Assigned Docket Number for CenterPoint Energy Houston Electric, LLC Filing to Change Rates

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston" or "the Company") delivered to you or is in the process of delivering its statement of intent to change rates with a proposed effective date of May 10, 2019. The application for rate change was filed at the Public Utility Commission of Texas and has been assigned Docket No. 49421. If you have questions concerning this filing, please contact Ms. Hart at (713) 207-5322.

Sincerely,

A handwritten signature in black ink that reads "P.H. Peters III".

Patrick H. Peters III

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

03\01\2019
thru 03\31\2019

Type	Description	# Of Calls
6	ACCIDENT	19
22	ALARM	46
23	AMBULANCE CALL	15
24	ANIMAL CALL	10
43	ASSIST OUTSIDE AGENCY	11
126	BURGLARY OF MOTOR VEHICLE	1
135	BUSINESS CHECK	247
49	CIVIL MATTER	2
38	DAMAGE TO CITY PROPERTY	1
53	DEBRIS IN ROADWAY	8
54	DECEASED PERSON	1
56	DISTURBANCE	2
60	FIRE CALL	12
68	HOUSE CHECK	14
118	IDENTITY THEFT	1
121	ILLEGAL PARKED VEHICLE	7
70	INFORMATION	29
71	INVESTIGATION	1
75	LOST / STOLEN PROPERTY	1
76	LOUD NOISE	2
80	MISSING PERSON	1
81	OPEN DOOR	36
33	POSS. CONTROLLED SUBSTANCE	1
86	PUBLIC RELATIONS	97
88	RECOVERY STOLEN VEHICLE	1
96	SOLICITOR	7
97	SPECIAL ASSIGNMENT	2
99	STALLED VEHICLE	29
103	SUSPICIOUS ACTIVITY	1
104	SUSPICIOUS PERSON	11
105	SUSPICIOUS VEHICLE	30
4	THEFT	1
128	TRAFFIC ARREST	3
11	TRAFFIC STOP	640
111	VEHICLE BLOCKING ROADWAY	4
112	VEHICLE CHECK	7
114	VIOLATION CITY ORDINANCE	2
42	WARRANT SERVICE	10
117	WELFARE CONCERN	4
Total		1,317

Spring Valley Village, TX PD

Mar 1, 2019 - Mar 31, 2019

Citation Violation Audit By Offense

Total Charges: 946

Description	Counts
CHANGED LANE WHEN UNSAFE	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	5
CRIMINAL TRESPASSING	1
D.O.C. URINATING IN A PUBLIC PLACE	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	3
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	51
DEFECTIVE EXHAUST EMISSION SYSTEM	1
DEFECTIVE HEAD LAMPS	41
DEFECTIVE HEAD LIGHTS	30
DEFECTIVE STOP LAMP(S)	15
DEFECTIVE TAIL LAMP(S)	21
DEFECTIVE- WHITE LIGHT TO THE REAR	1
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	5
DISPLAY SUSPENDED DRIVER LICENSE	1
DISPLAY/ EXPIRED REGISTRATION	74
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	15
DRIVING WITHOUT ANY LICENSE	5
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	30
EXPIRED DRIVERS LICENSE	12
FAIL TO CONTROL SPEED	3
FAIL TO DISPLAY DRIVERS LICENSE	8
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	52
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	20
FAIL TO REPORT CHANGE OF ADDRESS	4
FAILED TO DIM HEADLIGHTS - FOLLOWING	8
FAILED TO DIM HEADLIGHTS - MEETING	35
FAILED TO DRIVE IN A SINGLE LANE	5

CONFIDENTIAL

Spring Valley Village, TX PD

Mar 1, 2019 - Mar 31, 2019

Citation Violation Audit By Offense

Total Charges: 946

Description	Counts
FAILED TO SIGNAL INTENT TO TURN	2
FAILED TO SIGNAL TURN	4
FAILED TO SIGNAL TURN / LANE CHANGE	11
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	13
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	2
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	1
FOLLOWING TOO CLOSELY	1
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	1
ILLEGAL PARKING - PARKING IN PRIVILEGED	2
ILLEGAL PARKING-FIRE LANE	1
ILLEGAL USE OF CELLULAR PHONE IN SCHOOL ZONE	1
LICENSE PLATE OBSCURED	2
NO DRIVERS LICENSE	80
NO FRONT LICENSE PLATE	2
NO SEAT BELT - DRIVER	4
NO SEAT BELT - PASSENGER	1
OPERATE MOTOR VEHICLE WITH FICTITIOUS LICENSE PLATES	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	3
ORDINANCE UNLAWFUL TRESPASSING	2
PARKED FACING TRAFFIC	4
PASSING AUTHORIZED EMERGENCY VEHICLE	3
POSSESSION OF DRUG PARAPHERNALIA	2
PUBLIC INTOXICATION	1
RAN RED LIGHT	80
RAN STOP SIGN	34
SPEEDING >10% ABOVE POSTED LIMIT	2
SPEEDING >10% ABOVE POSTED LIMIT	197

CONFIDENTIAL

Spring Valley Village, TX PD

Mar 1, 2019 - Mar 31, 2019

Citation Violation Audit By Offense

Total Charges: 946

Description	Counts
SPEEDING IN SCHOOL ZONE	29
TRAFFIC OTHER	1
TURNED LEFT FROM WRONG LANE	1
TURNED RIGHT TOO WIDE	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1
	2

MONTHLY K-9 REPORT

FOR THE MONTH OF: Mar-19

CHIAPPETTA, NABORS
FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE	120
OUTSIDE AGENCY	3

K-9 APPREHENSIONS

1

NARCOTICS CASES

4

PUBLIC RELATIONS EVENT

6

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC: Resolution Number 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A LETTER OF INTENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND CITY OF BUNKER HILL VILLAGE FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES FOR FOUR YEARS FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF INTENT; AND PROVIDING AND EFFECTIVE DATE.

BACKGROUND: On March 27, 2019, the City of Bunker Hill approved the Letter of Intent with the Village Fire Department for the provision of fire and emergency medical services for four years from January 1, 2020 through December 31, 2023. Consequently, the Letter of Intent has been submitted to all other Villages for approval.

Hunters Creek Village, Piney Point Village and Hedwig Village have approved the Letter of Intent. Hilshire Village will have it on its Council agenda for Tuesday, April 23, 2019.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number 19-XX

FUNDING ISSUES:

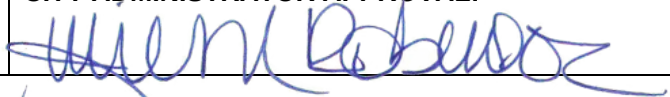
- ☒ Not applicable – no dollars are being spent or received.
- ☐ Full amount already budgeted in Acct/Project# _____
- ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:
 - ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____
 - ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____
 - ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:
Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
---	-----------------------	--------------

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A LETTER OF INTENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND CITY OF BUNKER HILL VILLAGE FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES FOR FOUR YEARS FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF INTENT; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Letter of Intent for the provision of Fire and Emergency Medical Services for a period of four years from January 1, 2020, through December 31, 2023, by and between the Village Fire Department and the City of Bunker Hill Village, Texas (hereinafter called "Letter of Intent"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, on March 27, 2019, the City of Bunker Hill Village approved the Letter of Intent; and

WHEREAS, upon full review and consideration of the Letter of Intent and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Letter of Intent and any and all documents necessary to effectuate such Letter of Intent on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Letter of Intent, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Letter of Intent and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Letter of Intent as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Letter of Intent.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

Village Fire Department - Letter of Intent

Mayor Mark Kobelan
City of Piney Point Village
7676 Woodway Ste. 300
Houston, TX 77063
mark@ppvccouncil.org

Mayor Russel Herron
City of Hilshire Village
8301 Westview
Houston, TX 77055
mayor@hilshirevillagetexas.com

Mayor Jay Williams
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024
sjwilliams@bunkerhilltx.gov

Village Fire Department
901 Corbindale Rd.
Houston, TX 77024

Re: Contract for Fire and EMS services provided by the Village Fire Department to Bunker Hill Village

Mayor & Council Members,

Please accept the following terms and conditions under which the Village Fire Department (“VFD”) is willing to provide Fire and Emergency Medical Services to Bunker Hill Village (“Bunker Hill”). This offer outlines, in general, the terms under which VFD is prepared to offer services to Bunker Hill.

1. **Agreement Term:** The parties intend to work toward a mutually agreeable Contract for Services (the “Contract”) which will be executed on or before June 30, 2019. The Contract will be for a period of four years from January 1, 2020 through December 31, 2023.
2. **Bunker Hill’s Obligations.** Bunker Hill will pay an amount equal to 19% of the VFD’s Approved Budget each year during the Agreement Term. Bunker Hill will continue to provide funds for its proportionate share of each annual budget to the VFD in the same manner provided in the Village Fire Department Interlocal Cooperation Agreement (“Interlocal Agreement”). During the four-year period described herein, Bunker Hill will be a customer of the Village Fire Department. During the Agreement Term, Bunker Hill will not be a Member of the VFD, and will have no voting rights. Bunker Hill will, however, remain responsible for any obligation or liability of the VFD which accrues during the Agreement Term, including but not limited to, a proportionate share of the VFD pension fund.

3. **VFD's Obligations.** VFD will provide full Fire and EMS services to Bunker Hill during the agreement term. Should Bunker Hill opt to establish an additional EMS station, such station will be at Bunker Hill's sole expense. Further, VFD will continue to provide full Fire and EMS services, notwithstanding any additional EMS station created by Bunker Hill.
4. **Option Period.** Following the Agreement Term, Bunker Hill may become a member of VFD, provided that Bunker Hill gives written notice of its intent to exercise this option, and become a member of the VFD. Such Notice must be provided on or before May 1, 2022.
5. **Amending the Interlocal Agreement.** The Member Cities of the VFD agree to amend the Interlocal Agreement as necessary in order to facilitate providing the services and terms described herein to Bunker Hill. The Member Cities may also amend the Interlocal Agreement as they deem necessary. Should Bunker Hill exercise the option, described herein, to become a member of the VFD, Bunker Hill will then be subject to the Interlocal Agreement as modified by the contracting cities.
6. **Mutual Release.** The VFD and Bunker Hill intend to enter into a mutual release in which Bunker Hill will release any and all litigation claims related to Bunker Hill's withdrawal from the VFD. Said release will include, but not be limited to, any distribution claims by Bunker Hill under Article 13 of the Interlocal Agreement.
7. **Nonbinding Contract Negotiations.** The parties acknowledge and agree that they have not attempted in this Letter of Intent ("LOI") to state all essential terms of the subject matter of the proposed transaction, and the remaining essential terms will be the subject of further negotiations. **ALTHOUGH THE PARTIES MAY EXPEND SUBSTANTIAL EFFORTS AND SUMS IN ANTICIPATION OF ENTERING INTO THE CONTRACT, THE PARTIES ACKNOWLEDGE THAT IN NO EVENT WILL THIS LOI BE CONSTRUED AS AN ENFORCEABLE CONTRACT AND THAT EACH PARTY ACCEPTS THE RISK THAT THE CONTRACT MAY NOT BE EXECUTED.**

If this LOI accurately states your understanding, please sign two (2) copies in the place provided below, and return one (1) original to the VFD and a copy to the Randle Law Office at the following addresses:

Village Fire Department
Attn: Village Fire Commission
901 Corbindale Rd.
Houston, Tx 77024

Randle Law Office
820 Gessner Ste. 1570
Houston, TX 77024

Signatures to this LOI transmitted by fax or other commercially reasonable electronic means (including e-mail) are valid and effective. We look forward to working with you on the proposed transaction.

Village Fire Department - Letter of Intent

CITY OF PINEY POINT VILLAGE

Mark Kobelan, Mayor

ATTESTED:

Karen Farris, City Secretary

Date:_____

CITY OF HEDWIG VILLAGE

Brian T. Muecke, Mayor

ATTESTED:

Kelly Johnson, City Secretary

Date:_____

CITY OF HILSHIRE VILLAGE

Russell Herron, Mayor

ATTESTED:

Susan Blevins, City Secretary

Date:_____

CITY OF HUNTER'S CREEK VILLAGE

Jim Pappas, Mayor

ATTESTED:

Crystal R. Dozier, City Secretary

Date:_____

CITY OF BUNKER HILL VILLAGE

Jay Williams, Mayor

ATTESTED:

Britique L. Williams, City Secretary

Date:_____

CITY OF SPRING VALLEY VILLAGE

Tom S. Ramsey, Mayor

ATTESTED:

Roxanne Benitez, City Secretary

Date:_____

VILLAGE FIRE DEPARTMENT

ATTESTED:

Date:_____

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Discussion And Direction Concerning Construction Design For Westview Drive Sidewalk Improvements Project And Addressing Encroachments In The City's Right-Of-Way That Will Be Impacted By The Project
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BACKGROUND:	On April 24, 2018, the City Council considered the possible installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School. A copy of the agenda item from that meeting is provided with this agenda item for background purposes. During the meeting, it was the consensus of the Council to proceed with the installation of a sidewalk on the south side of Westview Drive, and Doug Bradford with ARKK Engineers was engaged to submit a proposal for engineering services for the Westview Sidewalk Improvements Project. On June 26, 2018, the Council approved a proposal from ARKK Engineers for engineering services for the Westview Drive Sidewalk Improvements Project ("Project"), and construction design work commenced. Additionally, the Project was included in the FY 2019 Capital Improvement Program once the list of projects was finalized and as a cash-funded project. Mr. Bradford has completed the 90% construction design plans for the Project; consequently, the City is close to being ready to put the Project out for bid. However, City staff wants the Council to be aware of encroachments that exist in the City's right-of-way along Westview Drive where the sidewalk is proposed to be installed since there will be an impact to several residents. Additionally, there is a section of the sidewalk that will be close to the street pavement in order to mitigate damages to an existing mature tree on one of the properties. The residents along Westview Drive between Bingle Road and the bridge over Spring Creek have been notified of the Project and that Council will receive a briefing and have discussion about the Project during the meeting. A copy of the letter that was sent to the property owners is provided with this agenda item.
--------------------	--

RECOMMENDATION:	Staff requests feedback from Council concerning the construction design for the Project and the encroachments into the City's right-of-way that will be affected by the Project. Additionally, Staff requests direction from the Council as to whether it is ready to proceed with bidding the Project.
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ACTIONS TAKEN

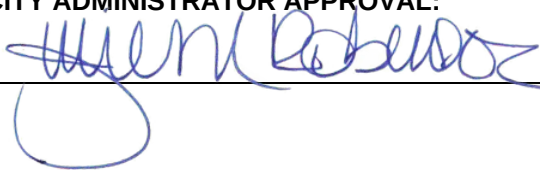
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

ATTACHMENTS:	- Copy of Agenda Item Regarding Discussion and Direction Concerning Possible Installation of Pedestrian Mobility and Safety Improvements on Westview Drive from Bingle Road to Spring Branch from April 24, 2018 City Council Meeting Packet - Proposed Sidewalk Plan Prepared by ARKK Engineers with encroachments and location of certain sections of the sidewalk highlighted - Copy of Letters to Property Owners Sent on April 9, 2019
---------------------	---

FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Arthur Faiello, Director of Public Works	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 24, 2018

TOPIC:	Discussion and Direction Concerning Possible Installation of Pedestrian Mobility and Safety Improvements on Westview Drive from Bingle Road to Spring Branch
---------------	---

BACKGROUND:	On April 8, 2018, the City received a General Request submission through the City's website from Marc Williams, resident at 8444 Westview Drive, requesting information as to when a sidewalk on the south side of Westview Drive will be completed and that the sidewalk be addressed. A copy of the General Request submission dated April 8, 2018, is provided with this agenda item.
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Previous Discussions of the Issue

In early 2015, the City engaged ARKK Engineers to investigate opportunities to improve pedestrian access routes and safety in the area along Westview Drive between Bingle Road and Spring Branch, specifically for the areas south of Westview Drive. ARKK Engineers submitted an initial report outlining possible pedestrian mobility and safety improvements, and the report and recommendations were discussed by the Council during the February 24, 2015 meeting. Based on the Minutes of the meeting, there was discussion concerning the initial report, and ARKK Engineers was asked to explore additional options, prepare an alternatives analysis and then return with recommendations. A copy of Page 2 of the Minutes from the February 24, 2015 Council Meeting is attached.

ARKK Engineers subsequently submitted a final Report entitled Pedestrian Mobility and Safety Improvements – Westview Drive, Bingle Road to Spring Branch dated April 20, 2015, a copy of which is provided with this agenda item. The final Report was discussed during the April 28, 2015 Council meeting. Based on the Minutes of the meeting, the Council approved the installation of sidewalk improvements on the north side of Westview Drive from Lofland Drive to Spring Branch as recommended by ARKK Engineers in the Report. Any action on the installation of sidewalk improvements on the south side of Westview Drive was tabled. A copy of Page 4 of the Minutes from the April 28, 2015 Council Meeting is attached.

With the General Request submission from Mr. Williams, the discussion concerning the installation of a sidewalk on the south side of Westview Drive from Bingle Road to Spring Branch has been placed on the Council agenda for additional consideration.

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

Doug Bradford with ARKK Engineers will be at the Council meeting to address any questions that the Council may have.

RECOMMENDATION: Staff requests direction from Council as to how to proceed with the request.

ATTACHMENTS:

- Copy of General Request Submission from Marc Williams Dated April 8, 2018
- copy of Page 2 of the Minutes from the February 24, 2015 Council Meeting
- Copy of ARKK Engineers Report Entitled Pedestrian Mobility and Safety Improvements – Westview Drive, Bingle Road to Spring Branch Dated April 20, 2015
- Copy of Page 4 of the Minutes from the April 28, 2015 Council Meeting

FUNDING ISSUES:

☒ Not applicable – no dollars are being spent or received.

☐ Full amount already budgeted in Acct/Project# _____

☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:

☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____

☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

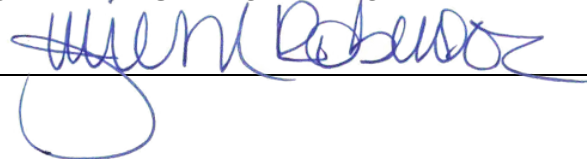
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE

Julie Robinson

From: General Request <do_not_reply@civicplus.com>
Sent: Sunday, April 8, 2018 3:01 PM
To: Julie Robinson
Subject: New request received
Attachments: ATT00001.bin

Category General Request has received a new request.

Here is what we have on file:

General Request

#46

Category: General Request
Priority: 3
Assigned To: Benitez Roxanne
Submitted: 4/8/2018 3:01 PM
Source: Website 172.12.188.72

SUBMITTER

Marc Williams
8444 Westview Dr.
Houston, TX 77055

[View Request](#)

CONTACT

marc.williams.cpa@gmail.com
2814555482

8444 Westview Dr. Westview south side East of
Bingle to Bridge
Houston, TX 77055

REQUEST DETAILS

Description

Our neighbor's boy, Cameron Ulman, was hit/bumped by a car on Friday April 6 while crossing street. Valley Oaks school principal sent out message that kids should cross at school crosswalk to get on other side of Westview. However, if the child has scooter or bike they are not able to reach their home on south side of Westview as there is no sidewalk from Bingle to bridge on Westview. We have had a concern in the past, however with this latest accident we need to raise the concern. Need to understand when the sidewalk on south side of Westview will be completed as there is one from Bingle west all way down to Campbell and beyond. For the above safety reasons we believe it should be addressed. Using the bridge is not an answer for citizens living on or near Westview.

Thanks, Marc and Michelle Williams

Your Information

Name

Marc Williams

Fax Number

Email Address

marc.williams.cpa@gmail.com

Preferred Contact Method

email

DIVIDER PAGE

City of Spring Valley Village, Harris County, Texas bearing the address of 8401 Burkhart. Motion carried 5-0.

Council Member Carpenter motioned, Council Member Stai seconded, to take items 7.1, 7.2, 10.2 and 9.2(b) out of order. Motion carried 5-0.

7. PRESENTATIONS / PERSONAL APPEARANCES

7.1 Presentation by Michael Ballases in regards to the northeast corner of Bingle Road and Katy Freeway

Mr. Ballases gave his presentation and stated that:

- He objected to the development of the northeast corner of Bingle and I-10
- It would permanently alter the property
- They need to treasure, protect and enhance the greenspace by planting trees, adding benches and paths
- Suggested the City ask the residents what they want and get community involvement
- In the past, he was told the property was a park and now he is being told it is not a park

7.2 Presentation by Charles Simpson in regards to a proposed replat of 8829 Burkhart Road

Mr. Simpson spoke regarding the possibility of sub-dividing his lot and asked if the City Council would be open to the idea. He stated that the width is less than what is required in the ordinance, but would be similar in size to other lots in the area.

Mayor Ramsey stated that the idea was premature and that Mr. Simpson needed to appear before the Planning and Zoning Commission and go through the required process in order for them to make a recommendation to City Council.

Council Member Carpenter agreed with Mayor Ramsey.

10. DISCUSSION ITEMS/ACTION ITEMS

10.2 Discussion and possible action for sidewalk installation on the south side of Westview Drive between Bingle Road and the bridge at Spring Creek

Public Works Director Tschanz spoke regarding the proposal that was submitted by James Andrews from AARK and submitted photos of the sidewalk to Mayor and Council.

Council Member Stai suggested that they explore other options.

Mayor Ramsey asked Mr. Andrews to prepare an alternatives analysis, then return with recommendations.

NO ACTION WAS TAKEN

9. AUTHORIZATIONS/RESOLUTIONS/ORDINANCES

9.2(b) Ordinance to amend the City's comprehensive zoning ordinance by granting a specific use permit to Spring Branch Independent School District for the property located at 9016 Westview Drive

DIVIDER PAGE



April 20, 2015

Mr. Erik Tschanz
Director of Public Works
City of Spring Valley Village, Texas
1025 Campbell Rd
Houston, TX 77055

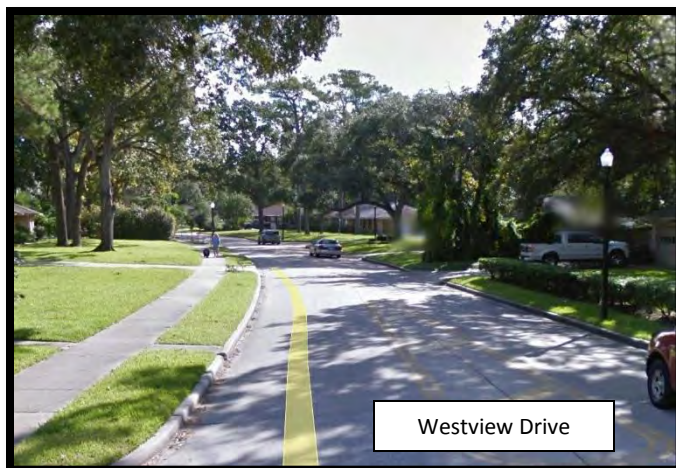
Re: **Pedestrian Mobility and Safety Improvements – Westview Drive, Bingle Road to Spring Branch**
City of Spring Valley Village, Texas

Dear Mr. Tschanz:

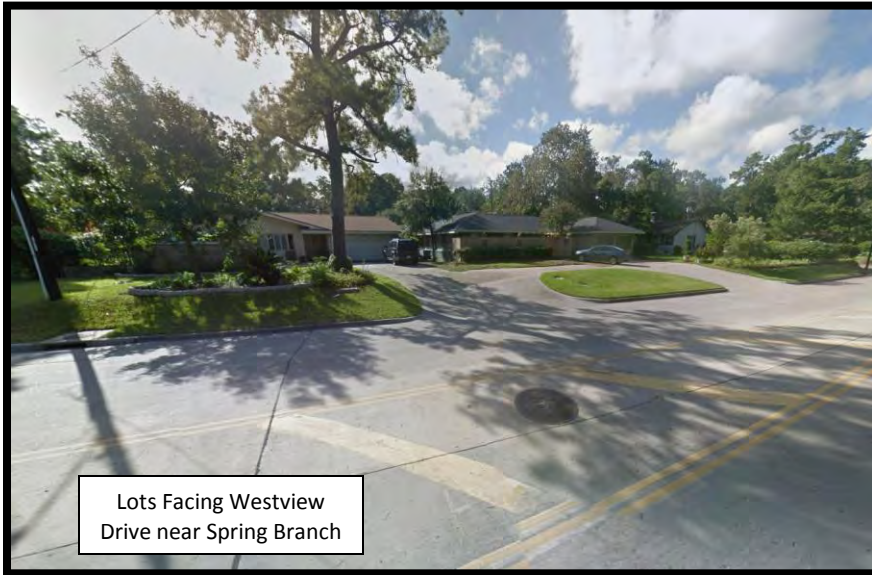
As you know, City Council requested ARKK Engineers, LLC (ARKK) to investigate opportunities to improve pedestrian access routes and safety in the area along Westview Drive between Bingle Road and Spring Branch, specifically for the areas south of Westview Drive. The City of Spring Valley Village also requested ARKK to recommend striping and signage improvements at the Spring Branch bridge to improve the merge situation for vehicles heading westbound into the City, as well as recommend improvements to the crushed granite “trail” section of the existing walkway on the north side of Westview, between Lofland Drive and the Spring Branch bridge.

EXISTING CONDITIONS

Currently, there is an existing concrete sidewalk that runs along the north side of Westview Drive. This sidewalk serves as an accessible route for pedestrians from areas north of Westview Dr. and west of Bingle traveling across Spring Branch to access areas east of the City. This



sidewalk is particularly important to serve as a pedestrian access to the new elementary school at the corner of Pech Road and Westview Dr. Pedestrians traveling from areas south of Westview are only able to safely access this sidewalk on the north side of the road at the existing crosswalk at Bingle Road, which is a signalized intersection.



Currently, there is no accessible route for pedestrians on the south side of Westview to access this sidewalk nor are there any existing mid-block crossings from the south to the north across Westview between Bingle Road and Spring Branch. Essentially, there is no safe route for pedestrians traveling from streets south of Westview Drive (as well as pedestrians

traveling from the lots that face Westview Drive near Spring Branch) to access the existing sidewalk on the north side of the road.

As previously mentioned, the City requested ARKK to evaluate potential improvements to the existing “trail” section of the walkway on the north side of Westview Drive, between Lofland Drive and the bridge. This is a narrow section of walkway composed of crushed granite and dirt. There is a brick retaining wall with wrought iron fencing that runs along this “trail” section, as this area behind the curb is slightly built up to prevent erosion in the vicinity of the large trees that exist between the road and the fences. This “trail” is in poor condition, as it appears that much of the crushed granite material has been washed away from past rain events. This area appears to stay wet and muddy after a heavy rainfall, which creates a poor walking surface for pedestrians traveling along the sidewalk on the north side of Westview Drive.



In addition, the City has expressed concerns with pedestrian and vehicular safety at the existing Spring Branch bridge. We understand the City has historically experienced several traffic incidents on the west side of the bridge. That may be attributed to vehicles traveling westbound along Westview merging from two lanes to one lane immediately west of the bridge in a curve along the road immediately on the west side of the bridge. The existing conditions of this merge situation along the bridge are illustrated in the attached *Exhibit 2 – Spring Branch Bridge Merge (Before)*.

RECOMMENDED IMPROVEMENTS

In order to improve pedestrian mobility and safety for the area south of Westview Drive from Bingle Road to Spring Branch, ARKK recommends the City of Spring Valley Village construct a new concrete sidewalk along the south side of Westview Drive, as shown on the attached *Exhibit 1*. This sidewalk will provide additional pedestrian connectivity for the areas south of Westview and allow for another route to cross Spring Branch. In addition, this new sidewalk will close the gap and provide a continuous pedestrian route along the south side of Westview Drive from the west end of the City (Campbell Road) to the east end of the City (Spring Branch).

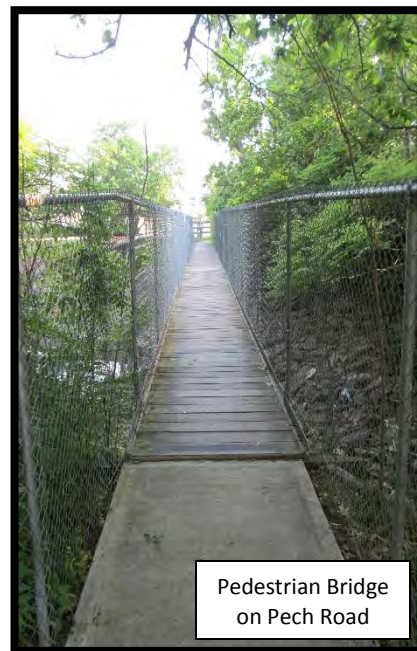


The City requested ARKK to review the potential for placing mid-block crosswalks from the south to the north on Westview, similar to the existing crossing on Bingle Road at Merlin Drive. It is our opinion that without the construction of a sidewalk on the south side of Westview, these type of crossings would not direct all pedestrians to an “accessible” route, as there are no sidewalks located along the side streets adjacent to Westview Drive. The mid-block crossing at

Merlin Drive connects areas where existing sidewalks run along Bingle on both sides of the road. It is our opinion that crosswalks at a signalized intersection provide for a safer option for pedestrians to cross a street and the City would benefit more from building a sidewalk on the south side of Westview, which will connect between the existing crosswalks at the Bingle Road and Pech Road signalized intersections. These signalized intersection crosswalks would serve as the safest way for pedestrians to cross Westview Drive.

We would also like to point out there is an existing pedestrian bridge that crosses Spring Branch on Pech Road, just south of Westview Drive. This pedestrian bridge could be used as an alternative route for the areas south of Westview Drive to cross Spring Branch and access areas along Westview on the east side of the bridge. A future sidewalk along Pech Road between Cedarbrake Drive and the pedestrian bridge could also serve as an additional main pedestrian route for the area south of Westview Drive.

In order to improve pedestrian and vehicular safety at the “merge situation” along the Spring Branch bridge, we recommend the placement of additional traffic signs and pavement markings to provide advanced warning to vehicles traveling westbound into the City along the combination lane drop and curve, as shown in the attached *Exhibit 3 – Spring Branch Bridge Merge (After)*. The proposed sign



improvements consist of replacing the outdated “Lane Drop” signs on the east side of the bridge, and the addition of a “Right Lane Ends” sign along with “Chevron Arrows” along the curve. The proposed pavement markings include placement of diagonal “Lane Reduction Arrows” on the bridge and painting the curb a reflective white along the curve. The main intent of these signs and markings would be to clearly inform the motorist to start merging before they reach the bridge in an effort to keep the vehicles further away from the curb line. The “Lane Drop” signs on the east side of the bridge would be installed by City of Houston sign crews, and the other signs and pavement markings could be installed as part of the proposed sidewalk construction along the south side of Westview Drive.

Another potential improvement for increasing pedestrian safety along the Spring Branch bridge may be to install hand rails along the curb line to serve as a barrier to prevent pedestrians from walking into the road along the bridge. The rails may be similar to the existing wrought iron fencing located along the curve at the crushed granite “trail” section. The feasibility of this option must be further evaluated and coordinated with the City of Houston, as this bridge is owned by City of Houston.

As discussed earlier in this report, the existing crushed granite “trail” section between Lofland Drive and the Spring Branch Bridge is in poor condition. This “trail” section can be significantly improved by replacing with concrete to have a continuous concrete sidewalk along the north side of Westview Drive. The areas immediately adjacent to the existing large trees would be replaced with steel checker plate sections in order to “bridge” the large roots and minimize damage to the trees caused by excavating and pouring concrete around the tree roots. The existing brick retaining wall could also be replaced with a concrete retaining wall, built with the sidewalk, similar to the above example located in a neighborhood near West University Place.



We are available at your convenience to discuss our findings. Thank you for the opportunity to work on this important pedestrian safety and mobility project.

Sincerely,
ARKK ENGINEERS, LLC

A handwritten signature in blue ink, appearing to read "James B. Andrews".

James B. Andrews, P.E.
Principal



EXHIBIT 2 - SPRING BRANCH
BRIDGE MERGE (BEFORE)



EXHIBIT 3 - SPRING BRANCH
BRIDGE MERGE (AFTER)

DIVIDER PAGE

and wanted to have something on record. He also stated that these standards were created by ARKK.

Council Member Stai motioned, Council Member Vajdos seconded, to approve the construction standards. Motion carried 4-0.

10.3 Discussion and Possible Action on Seeking Request for Qualifications for Construction Manager at Risk for New City Hall and Police Department Facilities Based on Qualifications, General Conditions and Fees

Benito Guerrier, from Kirksey Architecture, stated that it was very common for cities to have a Construction Manager at Risk (CMR). He also stated that they were currently behind schedule and a CMR would help.

Council Member Stai motioned, Council Member Carpenter seconded, to approve the employment of a Construction Manager at Risk for the new city hall and police department facilities based on qualifications, general conditions and fees. Motion carried 4-0.

10.4 Discussion and Possible Action on Engineer's Recommendation for Sidewalk Installation on the South Side of Westview Drive between Bingle Road and the bridge at Spring Branch Creek (ARKK)

Item was tabled.

10.5 Discussion and Possible Action on Engineer's recommendation for Sidewalk Improvements to the North Side of Westview between Lofland Drive and Spring Branch Creek (ARKK)

Council Member Carpenter motioned, Council Member Vajdos seconded, to approve the installation of a new sidewalk on the north side of Westview between Lofland Drive and Spring Branch Creek. Motion carried 4-0.

10.6 Discussion and Possible Action on Future Street Light Sequencing

Council Member Stai motioned, Council Member Vajdos seconded, to approve the street light schedule submitted by Public Works Director Tschanz. Motion carried 4-0.

Council Member Carpenter motioned, Council Member Vajdos seconded, to take item 13.6 out of order. Motion carried 4-0.

13. **RECEIPT OF REPORTS**

13.6 Chief of Police Gary Finkelman

Chief Finkelman gave his report.

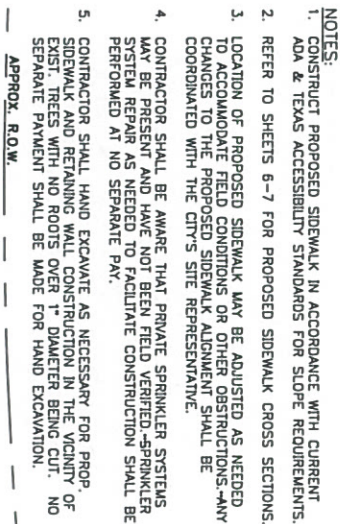
10. **DISCUSSION ITEMS/ACTION ITEMS**

10.7 Discussion and Possible Action on Change Order No. 2 for City of Houston Inter-Connect Project

Public Works Director Tschanz stated that a change order was needed and expected the project to be completed by June 15th.

Council Member Stai motioned, Council Member Vajdos seconded, to approve Change Order No. 2 for the City of Houston Inter-Connect Project. Motion carried 4-0.

DIVIDER PAGE



LEGEND	
①	PROP. 4" THICK CONC. SIDEWALK (5" WIDTH TP.)
②	PROP. CURB RAMP PER ADA REQUIREMENTS
③	REMOVE & REPLACE 6" THICK CONC. DRIVEWAY
④	PROP. 5" REMAINING WALL PER DETAILS (5" MAX. HEIGHT)
⑤	PROP. 5" REMAINING WALL PER DETAILS (5"-16" MAX. HEIGHT)
⑥	REMOVE & RE-INSTALL EXIST. TRAFFIC SIGN
⑦	CUT EXIST. YARD DRAIN FLUSH AT BACK OF PROP. SIDEWALK (NO SEPARATE PAY)
⑧	REPLACE EXIST. YARD DRAIN THROUGH CURB
⑨	WALK PROTECTION BARRIER

This document is released for the purpose of review under the authority of Douglas W. Bradford, P.E. 115 on 2/22/2019. It is not to be used for construction purposes.

ARIKK ENGINEERS

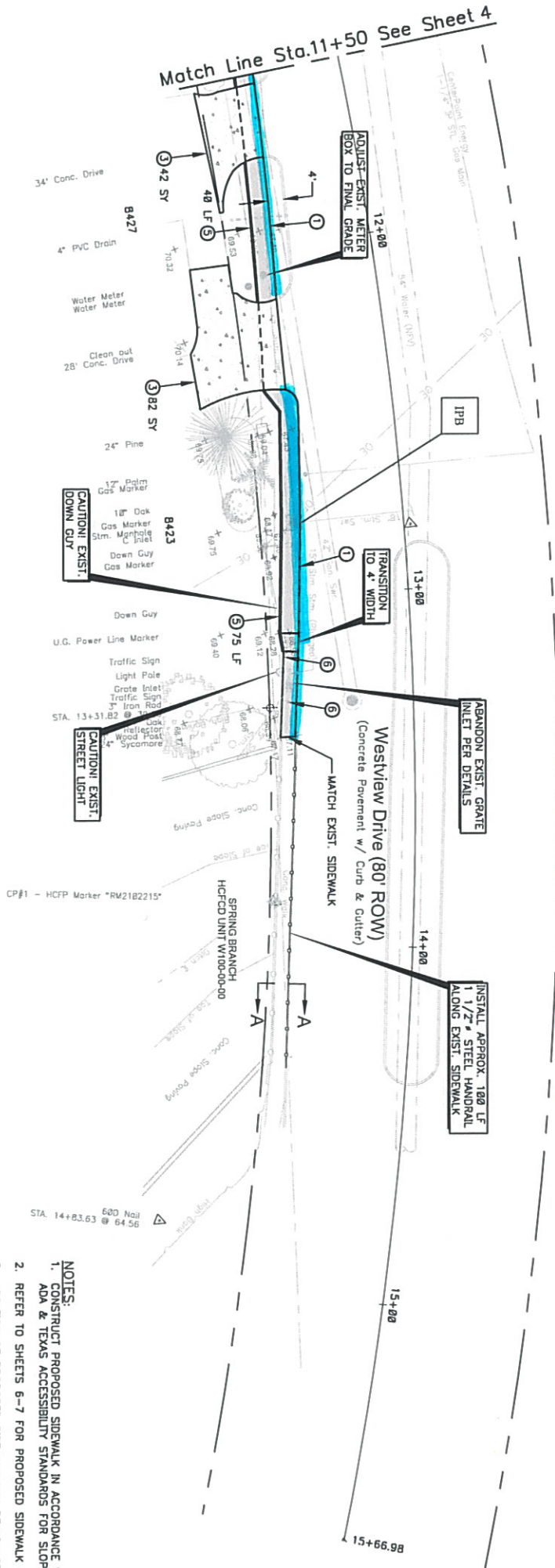
City of Spring Valley Village, Texas

2018 Westview Drive Sidewalk Improvements

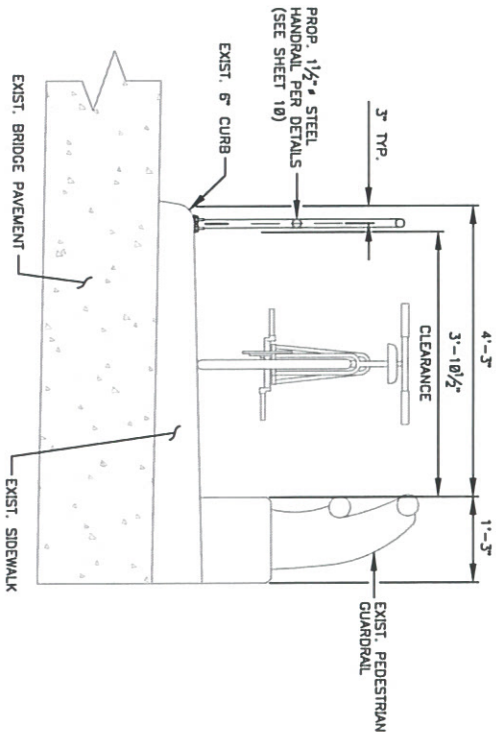
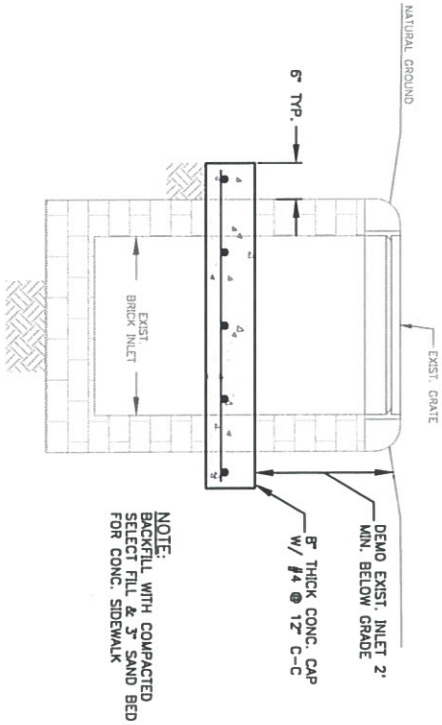
Westview Drive
Proposed Sidewalk P

Job No.: 18-037	Scale:	SHEET
Date: September 2018	HORIZ. 1" = 20' VERT. 1" = 2'	
Des. By: C. Chudoba	One inch	4
Chkd By: D. Bradford		

CP #2 - Map Nail
STA. 12+61.92 @ -1.82



- NOTES:
1. CONSTRUCT PROPOSED SIDEWALK IN ACCORDANCE WITH CURRENT ADA & TEXAS ACCESSIBILITY STANDARDS FOR SLOPE REQUIREMENTS.
 2. REFER TO SHEETS 6-7 FOR PROPOSED SIDEWALK CROSS SECTIONS.
 3. LOCATION OF PROPOSED SIDEWALK MAY BE ADJUSTED AS NEEDED TO ACCOMMODATE FIELD CONDITIONS OR OTHER OBSTRUCTIONS. ANY CHANGES TO THE PROPOSED SIDEWALK ALIGNMENT SHALL BE COORDINATED WITH THE CITY'S SITE REPRESENTATIVE.
 4. CONTRACTOR SHALL BE AWARE THAT PRIVATE SPRINKLER SYSTEMS MAY BE PRESENT AND HAVE NOT BEEN FIELD VERIFIED. SPRINKLER SYSTEM REPAIR AS NEEDED TO FACILITATE CONSTRUCTION SHALL BE PERFORMED AT NO SEPARATE PAY.
 5. CONTRACTOR SHALL HAND EXCAVATE AS NECESSARY FOR PROP. SIDEWALK AND RETAINING WALL CONSTRUCTION IN THE VICINITY OF EXIST. TREES WITH NO ROOTS OVER 1\"/>



LEGEND

- 1 PROP. 4\"/>
- 2 PROP. CURB RAMP PER ADA REQUIREMENTS
- 3 REMOVE & REPLACE 6\"/>
- 4 PROP. 6\"/>
- 5 PROP. 6\"/>
- 6 REMOVE & RE-INSTALL EXIST. TRAFFIC SIGN
- 7 CUT EXIST. YARD DRAIN FLUSH AT BACK OF PROP. SIDEWALK (NO SEPARATE PAY)
- 8 REPLACE EXIST. YARD DRAIN THROUGH CURB
- IPB INLET PROTECTION BARRIER

NO.	DESCRIPTION	DATE	DWN.	CHK.

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3323 Southwest Freeway, Suite 1040 • Houston, Texas 77014
(713) 460-2755 • www.apkengineers.com • 97% from No. 1,8172

City of Spring Valley Village, Texas

2018 Westview Drive Sidewalk Improvements

Westview Drive
Proposed Sidewalk Plan II

Job No.: 18-037	Scale:	Sheet
Date: September 2018	1" = 20'	5
Drawn By: C. Chudoba	1" = 20'	5
Check By: D. Bradford	1" = 20'	5

DIVIDER PAGE



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Mr. Anthony Wegmann
8423 Westview Dr
Houston, TX 77055-4801

Dear Mr. Wegmann:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

On Tuesday, April 23, 2019, beginning at 6:00 pm in the City Council Chambers at Spring Valley Village City Hall, 1025 Campbell Road, Houston, Texas 77055, the City Council will be discussing and providing direction to City Staff and engineers concerning the construction design that has been developed for the Project. As an owner of property located along Westview Drive between Bingle Road and the bridge over Spring Creek, you are encouraged to attend the meeting to hear the discussion by the City Council and provide feedback concerning the Westview Drive Sidewalk Project. A copy of the proposed construction design is available on the City's website at <https://www.springvalleytx.com/DocumentCenter/View/1324/Westview-Dr-South-Sidewalk-Project-Plan?bidId=>.

The packet for the meeting will be posted by the close of business on Thursday, April 18, 2019, to the City's website in the Agenda Center, which you can find at <https://springvalleytx.com/AgendaCenter> and scrolling down to the City Council section. You will also be able to download the packet to review the information that is included related to this discussion item.

The City Council, and City staff appreciate your participation concerning the Westview Drive Sidewalk Project. Should you have any questions concerning the meeting, please feel free to contact me via email to jrobinson@springvalleytx.com or telephone to (713) 465-8308.

Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Harry Gray IV & Oralia Burks
8427 Westview Dr
Houston, TX 77055-4801

Dear Mr. Gray and Ms. Burks:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Mr. & Mrs. Michael Rosenthal
8431 Westview Dr
Houston, TX 77055-4801

Dear Mr. and Mrs. Rosenthal:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Mr. & Mrs. Guillaume Penel
8435 Westview Dr
Houston, TX 77055-4801

Dear Mr. and Mrs. Penel:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



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SPRING VALLEY

V I L L A G E

April 9, 2019

Victoria Harter & Phyllis Spisak
8439 Westview Dr
Houston, TX 77055-4801

Dear Ms. Harter and Ms. Spisak:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Matthew Alford
8443 Westview Dr
Houston, TX 77055-4801

Dear Mr. Alford:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Mr. & Mrs. Sheldon Arsham
1335 Modiste St
Houston, TX 77055-4867

Dear Mr. and Mrs. Arsham:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Mr. & Mrs. Wesley Arnold
1336 Neeley Dr
Houston, TX 77055-4813

Dear Mr. and Mrs. Arnold:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY V I L L A G E

April 9, 2019

Anchalee Do
1335 Neeley Dr
Houston, TX 77055-4812

Dear Ms. Do:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

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Sincerely,

Julie M. Robinson
City Administrator



EST. 1955

SPRING VALLEY

V I L L A G E

April 9, 2019

Elizabeth Nguyen
8521 Westview Dr
Houston, TX 77055-4589

Dear Ms. Nguyen:

On April 24, 2018, the Spring Valley Village City Council decided to proceed with the installation of a sidewalk on the south side of Westview Drive in response to requests from residents following a pedestrian-motor vehicle incident near Valley Oaks Elementary School ("Westview Drive Sidewalk Project"). The new sidewalk will be completely within the City's existing right-of-way. On certain properties on the south side of Westview Drive, there is landscaping that is encroaching into the existing right-of-way such that will be affected by the Project.

On Tuesday, April 23, 2019, beginning at 6:00 pm in the City Council Chambers at Spring Valley Village City Hall, 1025 Campbell Road, Houston, Texas 77055, the City Council will be discussing and providing direction to City Staff and engineers concerning the construction design that has been developed for the Project. As an owner of property located along Westview Drive between Bingle Road and the bridge over Spring Creek, you are encouraged to attend the meeting to hear the discussion by the City Council and provide feedback concerning the Westview Drive Sidewalk Project. A copy of the proposed construction design is available on the City's website at <https://www.springvalleytx.com/DocumentCenter/View/1324/Westview-Dr-South-Sidewalk-Project-Plan?bidId=>.

The packet for the meeting will be posted by the close of business on Thursday, April 18, 2019, to the City's website in the Agenda Center, which you can find at <https://springvalleytx.com/AgendaCenter> and scrolling down to the City Council section. You will also be able to download the packet to review the information that is included related to this discussion item.

The City Council, and City staff appreciate your participation concerning the Westview Drive Sidewalk Project. Should you have any questions concerning the meeting, please feel free to contact me via email to jrobinson@springvalleytx.com or telephone to (713) 465-8308.

Sincerely,

Julie M. Robinson
City Administrator



Anthony Wegmann
8423 Westview Dr
Houston, TX 77055-4801

Harry Gray IV & Oralia Burks
8427 Westview Dr
Houston, TX 77055-4801

Mr. & Mrs. Michael Rosenthal
8431 Westview Dr
Houston, TX 77055-4801

Mr. & Mrs. Guillaume Penel
8435 Westview Dr
Houston, TX 77055-4801

Victoria Harter & Phyllis Spisak
8439 Westview Dr
Houston, TX 77055-4801

Matthew Alford
8443 Westview Dr
Houston, TX 77055-4801

Mr. & Mrs. Sheldon Arsham
1335 Modiste St
Houston, TX 77055-4867

Mr. & Mrs. Wesley Arnold
1336 Neeley Dr
Houston, TX 77055-4813

Anchalee Do
1335 Neeley Dr
Houston, TX 77055-4812

Elizabeth Nguyen
8521 Westview Dr
Houston, TX 77055-4589



**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Award Of Bid Number CSB #2019-03-102 For the Cedarbrake Drainage Improvements Project To H & N Contractor Management, LLC In An Amount Not To Exceed \$101,416.00.
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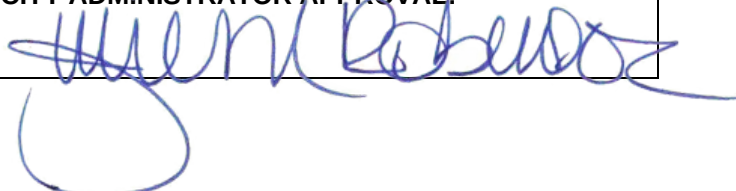
BACKGROUND:	On March 27, 2019, Competitive Sealed Bid #2019-03-102 for the Cedarbrake Drainage Improvements Project was issued by ARKK Engineers on behalf of the City of Spring Valley Village. The bid closed on April 12, 2019, and 12 bids were received. The Bid Tabulation Sheet is included as part of the bid award recommendation letter that has been provided with this agenda item. ARKK Engineers recommends award of the bid for the Cedarbrake Drainage Improvements Project to H & N Contractor Management, LLC in an amount not to exceed \$101,416.00. A copy of Ark Engineers' recommendation letter is provided with this agenda item. Additionally, the bid document has not been included with this agenda item due to its size; however, it is available for review on the Purchasing Page of the City's website.
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RECOMMENDATION:	ARKK Engineers and City Staff recommend awarding Bid Number CSB# 2019-03-102 for the Cedarbrake Drainage Improvements Project to H & N Contractor Management, LLC in an amount not to exceed \$101,416.00.
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ATTACHMENTS:	Letter of Recommendation including Bid Tab from Doug Bradford with ARKK Engineers
---------------------	---

FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7107</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Arthur Faiello, Director of Public Works	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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April 16, 2019

Ms. Julie Robinson
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

Re: **Letter of Recommendation for Cedarbrake Drive Drainage Improvements Project**
CSB #2019-03-102
City of Spring Valley Village
ARKK Job No. 18-030

Dear Ms. Robinson:

On April 12, 2019, the City of Spring Valley Village received twelve (12) bids for the above referenced project. This project involves installation of approximately 600 LF of 18" diameter polypropylene storm sewer, including associated manholes and appurtenances, along Cedarbrake Drive. The new storm sewer will serve as a future connection point for private residential drainage systems.

Twelve (12) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids received for the project are as follows:

<u>Bidder</u>	<u>Total Bid</u>
H&N Contractor Management Services, LLC	\$101,416.00
DL Glover, Inc.	\$105,730.00
DVL Enterprises, LLC	\$116,600.00
TNT Miller Construction Services, LLC	\$129,900.00
Teamwork Construction Services, Inc.	\$141,220.00
RAC Industries, LLC	\$141,239.20
Reliance Construction Services, L.P.	\$147,896.00
Conrad Construction Co., Ltd.	\$158,750.00
RJ&M Utility Construction, LLC	\$168,248.00
Aranda Industries, LLC	\$189,526.00
AR Turnkey Construction Company, Inc.	\$205,900.00
GW Phillips Construction, Inc.	\$237,150.00

A copy of the bid tabulation is attached.

The low bidder, H&N Contractor Management Services, LLC, provided a Bid Bond through an “A” rated bonding company.

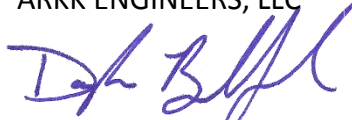
ARKK Engineers contacted the owner of H&N Contractor Management Services, LLC (H&N) to discuss the project and the City’s expectations. H&N indicated that they fully understand the scope of the project, and they have the personnel and experience to complete the work successfully on time. They also indicated that they stand by their bid and are excited to work for the City of Spring Valley Village.

ARKK Engineers contacted references provided by H&N to get an indication of their performance and have not heard any negative responses. H&N’s recent experience comes from working as a subcontractor on various paving and drainage improvements projects for the City of Houston and Harris County. H&N Contractor Management Services, LLC appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Spring Valley Village award the Cedarbrake Drive Drainage Improvements Project to H&N Contractor Management Services, LLC for a total amount of **\$101,416.00**.

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Doug Bradford, P.E.
Project Manager

Cc: Mr. Arthur Faiello – City of Spring Valley Village

				LOW BIDDER - 1		2		3		4	
ITEM	ITEM DESCRIPTION	UNIT	QUAN.	H&N Contractor Management Services, LLC.		DL Glover, Inc.		DVL Enterprises, LLC.		TNT Miller Construction Services, LLC.	
NO.											
BASE BID ITEMS:											
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$ 17,000.00	\$ 17,000.00	\$ 12,760.00	\$ 12,760.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	18" Polypropylene (ADS HP Storm) Storm Sewer, including prefabricated bends, complete in place the sum of:	L.F.	600	\$ 27.00	\$ 16,200.00	\$ 65.00	\$ 39,000.00	\$ 70.00	\$ 42,000.00	\$ 80.00	\$ 48,000.00
4	4' Diameter Precast Storm Manhole, complete in place the sum of:	EA.	6	\$ 4,500.00	\$ 27,000.00	\$ 4,000.00	\$ 24,000.00	\$ 4,000.00	\$ 24,000.00	\$ 4,000.00	\$ 24,000.00
5	Connect Proposed Storm Sewer to Existing Inlet, complete in place the sum of:	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
6	Trench Safety System for Storm Sewer Installation, complete in place the sum of:	L.F.	600	\$ 15.00	\$ 9,000.00	\$ 1.00	\$ 600.00	\$ 1.00	\$ 600.00	\$ 1.00	\$ 600.00
7	Remove and Replace 6" Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	180	\$ 65.70	\$ 11,826.00	\$ 66.00	\$ 11,880.00	\$ 70.00	\$ 12,600.00	\$ 80.00	\$ 14,400.00
8	Remove and Replace 4" Reinforced Concrete Walkway, complete in place the sum of:	S.Y.	30	\$ 63.00	\$ 1,890.00	\$ 61.00	\$ 1,830.00	\$ 60.00	\$ 1,800.00	\$ 100.00	\$ 3,000.00
9	Block Sodding, complete in place the sum of:	S.Y.	500	\$ 5.00	\$ 2,500.00	\$ 2.50	\$ 1,250.00	\$ 5.00	\$ 2,500.00	\$ 8.00	\$ 4,000.00
10	Inlet Protection Barrier, complete in place the sum of:	EA.	2	\$ 500.00	\$ 1,000.00	\$ 105.00	\$ 210.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.00
11	6" Water Line Offset, as needed, including all fittings and restraints, complete in place the sum of:	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
TOTAL BASE BID ITEMS:					\$ 101,416.00		\$ 105,730.00		\$ 116,600.00		\$ 129,900.00
TOTAL BASE BID ITEMS:				\$ 101,416.00		\$ 105,730.00		\$ 116,600.00		\$ 129,900.00	

				5		6		7		8	
ITEM	ITEM DESCRIPTION	UNIT	QUAN.	Teamwork Construction Services, Inc.		RAC Industries, LLC.		Reliance Construction Services, L.P.		Conrad Construction Co. LTD.	
NO.											
BASE BID ITEMS:											
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$ 16,950.00	\$ 16,950.00	\$ 15,120.00	\$ 15,120.00	\$ 2,000.00	\$ 2,000.00	\$ 31,500.00	\$ 31,500.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	18" Polypropylene (ADS HP Storm) Storm Sewer, including prefabricated bends, complete in place the sum of:	L.F.	600	\$ 66.00	\$ 39,600.00	\$ 85.70	\$ 51,420.00	\$ 130.00	\$ 78,000.00	\$ 110.00	\$ 66,000.00
4	4' Diameter Precast Storm Manhole, complete in place the sum of:	EA.	6	\$ 4,200.00	\$ 25,200.00	\$ 4,827.20	\$ 28,963.20	\$ 4,100.00	\$ 24,600.00	\$ 3,350.00	\$ 20,100.00
5	Connect Proposed Storm Sewer to Existing Inlet, complete in place the sum of:	EA.	2	\$ 2,450.00	\$ 4,900.00	\$ 1,440.00	\$ 2,880.00	\$ 4,000.00	\$ 8,000.00	\$ 1,500.00	\$ 3,000.00
6	Trench Safety System for Storm Sewer Installation, complete in place the sum of:	L.F.	600	\$ 9.00	\$ 5,400.00	\$ 1.00	\$ 600.00	\$ 0.01	\$ 6.00	\$ 1.00	\$ 600.00
7	Remove and Replace 6" Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	180	\$ 119.00	\$ 21,420.00	\$ 102.00	\$ 18,360.00	\$ 89.00	\$ 16,020.00	\$ 100.00	\$ 18,000.00
8	Remove and Replace 4" Reinforced Concrete Walkway, complete in place the sum of:	S.Y.	30	\$ 109.00	\$ 3,270.00	\$ 90.00	\$ 2,700.00	\$ 89.00	\$ 2,670.00	\$ 95.00	\$ 2,850.00
9	Block Sodding, complete in place the sum of:	S.Y.	500	\$ 22.50	\$ 11,250.00	\$ 5.40	\$ 2,700.00	\$ 10.00	\$ 5,000.00	\$ 6.00	\$ 3,000.00
10	Inlet Protection Barrier, complete in place the sum of:	EA.	2	\$ 145.00	\$ 290.00	\$ 48.00	\$ 96.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00
11	6" Water Line Offset, as needed, including all fittings and restraints, complete in place the sum of:	EA.	1	\$ 2,940.00	\$ 2,940.00	\$ 8,400.00	\$ 8,400.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BASE BID ITEMS:					\$ 141,220.00		\$ 141,239.20		\$ 147,896.00		\$ 158,750.00
TOTAL BASE BID ITEMS:				\$ 141,220.00		\$ 141,239.20		\$ 147,896.00		\$ 158,750.00	

				9		10		11		12	
ITEM	ITEM DESCRIPTION	UNIT	QUAN.	RJ&M Utility Constructino, LLC.		Aranda Industries, LLC.		AR Turnkee Construction Company, Inc.		G.W. Phillips Construction	
NO.											
BASE BID ITEMS:											
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$ 28,000.00	\$ 28,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 60,000.00	\$ 60,000.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	18" Polypropylene (ADS HP Storm) Storm Sewer, including prefabricated bends, complete in place the sum of:	L.F.	600	\$ 129.00	\$ 77,400.00	\$ 150.00	\$ 90,000.00	\$ 171.00	\$ 102,600.00	\$ 120.00	\$ 72,000.00
4	4' Diameter Precast Storm Manhole, complete in place the sum of:	EA.	6	\$ 3,500.00	\$ 21,000.00	\$ 5,636.00	\$ 33,816.00	\$ 4,000.00	\$ 24,000.00	\$ 7,000.00	\$ 42,000.00
5	Connect Proposed Storm Sewer to Existing Inlet, complete in place the sum of:	EA.	2	\$ 669.00	\$ 1,338.00	\$ 4,420.00	\$ 8,840.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00
6	Trench Safety System for Storm Sewer Installation, complete in place the sum of:	L.F.	600	\$ 2.00	\$ 1,200.00	\$ 1.00	\$ 600.00	\$ 10.00	\$ 6,000.00	\$ 8.00	\$ 4,800.00
7	Remove and Replace 6" Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	180	\$ 108.00	\$ 19,440.00	\$ 125.00	\$ 22,500.00	\$ 205.00	\$ 36,900.00	\$ 100.00	\$ 18,000.00
8	Remove and Replace 4" Reinforced Concrete Walkway, complete in place the sum of:	S.Y.	30	\$ 90.00	\$ 2,700.00	\$ 125.00	\$ 3,750.00	\$ 105.00	\$ 3,150.00	\$ 65.00	\$ 1,950.00
9	Block Sodding, complete in place the sum of:	S.Y.	500	\$ 7.00	\$ 3,500.00	\$ 10.00	\$ 5,000.00	\$ 6.50	\$ 3,250.00	\$ 12.00	\$ 6,000.00
10	Inlet Protection Barrier, complete in place the sum of:	EA.	2	\$ 150.00	\$ 300.00	\$ 10.00	\$ 20.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00
11	6" Water Line Offset, as needed, including all fittings and restraints, complete in place the sum of:	EA.	1	\$ 3,370.00	\$ 3,370.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
TOTAL BASE BID ITEMS:					\$ 168,248.00		\$ 189,526.00		\$ 205,900.00		\$ 237,150.00
TOTAL BASE BID ITEMS:				\$ 168,248.00		\$ 189,526.00		\$ 205,900.00		\$ 237,150.00	

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT LLC FOR THE CEDARBRAKE DRAINAGE IMPROVEMENT PROJECT (BID #2019-03-102); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	In the previous agenda item, the City Council awarded Bid Number 2019-03-102 for the Cedarbrake Drainage Improvement Project to H & N Contractor Management LLC in an amount not to exceed \$101,416.00. This Resolution approves a contract with H & N Contractor Management LLC for the Cedarbrake Drainage Improvement Project. Please note that, due to the size of the contract, only a portion of the complete contract has been included with the Resolution and in the Agenda Packet. The complete contract is on file with and available for inspection from the City Secretary.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution Number 19-XX
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project # <u>25-50-7107</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Arthur Faiello, Director of Public Works	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT LLC FOR THE CEDARBRAKE DRAINAGE IMPROVEMENT PROJECT (BID #2019-03-102); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas and H&N Contractor Management LLC for the Cedarbrake Drainage Improvement Project (Bid #2019-03-102) (hereinafter called "Contract"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Contract and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Contract and any and all documents necessary to effectuate such Contract on behalf of the City of Spring Valley Village;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Contract, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Contract and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Contract as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Contract.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

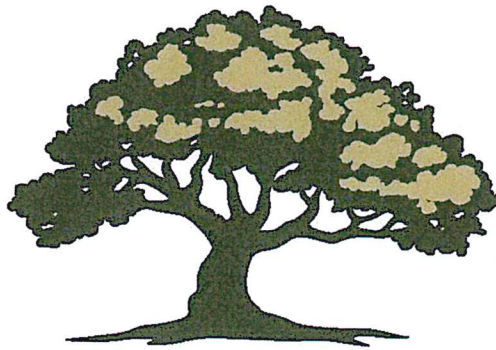
Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

Specifications and
Contract Documents

for

CEDARBRAKE DRIVE DRAINAGE
IMPROVEMENTS PROJECT



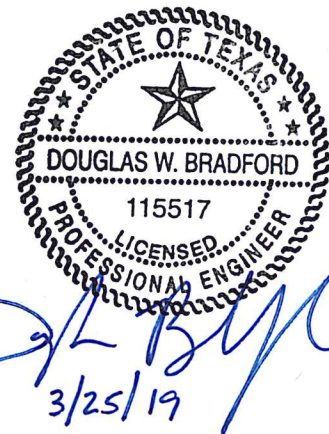
EST. 1955

SPRING VALLEY
V I L L A G E

CSB NO. 2019-03-102

ARKK JOB NO. 18-030

March 2019



SPECIFICATIONS AND CONTRACT DOCUMENTS

for

CEDARBRAKE DRIVE DRAINAGE IMPROVEMENTS PROJECT

in

CITY OF SPRING VALLEY VILLAGE, TEXAS

MARCH 2019

CSB NO. 2019-03-102

ARKK JOB NO. 18-030

ARKK ENGINEERS, LLC
7322 SOUTHWEST FREEWAY, SUITE 1040
HOUSTON, TEXAS 77074
(713) 400-2755
TX PE FIRM NO. 13872

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City of Spring Valley Village
CSB #2019-03-102 for Cedarbrake Drive Drainage Improvements Project

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NOTICE TO BIDDERS

The City of Spring Valley Village is requesting bids for the Cedarbrake Drive Drainage Improvements Project. The project generally involves installation of approximately 600 LF of 24" diameter polypropylene storm sewer, including associated manholes and appurtenances, as well as all labor, equipment, materials, and incidentals required for the project.

All bids submitted for consideration must include two (2) originals in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words "Competitive Sealed Bid #2019-03-102 Cedarbrake Drive Drainage Improvement Project," Attention: City Secretary, and must contain the name of the company submitting the bid.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF SPRING VALLEY VILLAGE NO LATER THAN 10:00 AM ON FRIDAY, APRIL 12, 2019. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO INSURE THAT HIS/HER BID IS ACTUALLY IN THE CITY SECRETARY'S OFFICE PRIOR TO THE BID SUBMISSION DEADLINE.

BIDS WILL BE PUBLICLY OPENED AND READ AT THE SPRING VALLEY VILLAGE CITY HALL LOCATED AT 1025 CAMPBELL ROAD, HOUSTON, TEXAS 77055, ON FRIDAY, APRIL 12, 2019, AT 10:10 AM.

A Pre-Bid conference will be held on Friday, April 5, 2019, at 10:00 a.m., local time at the City of Spring Valley Village City Hall, 1025 Campbell Road, Houston, Texas 77055. Attendance at the Pre-Bid conference is not mandatory. Deadline for submitting written requests for clarifications will be Monday, April 8, 2019 at 4:30 p.m.

Bid security in the amount of 5% of the greatest amount bid must accompany each bid in accordance with the General Instructions to Bidders. Bids will be required to be submitted under a condition of irrevocability for a period of ninety (90) days after bid opening.

It shall be each bidder's sole responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted.

Bid documents may be downloaded from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytx.com or may be obtained from www.CivCastUSA.com, search City of Spring Valley Village, Harris County. Bidders must register on this website in order to view and/or download specifications, plans, and bid documents for this project. There is NO charge to view or download documents.

Drawings and specifications may be examined at the office of the Engineer at:

ARKK Engineers, LLC
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

Upon consideration of the proposals, the City Council plans to award a Contract; however the City reserves the right to reject any and all bids, to waive any and all formalities and technicalities, and to accept any bid which it deems advantageous to the City. Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid. The successful bidder will be required to furnish a performance bond and payment bond in an amount of 100% of the total contract price.

BID SCHEDULE SUMMARY

**BID OPENING DATE:
APRIL 12, 2019**

Wednesday	March 27, 2019	Bid Documents Released and 1 st Legal Advertising for Bid
Wednesday	April 3, 2019	2 nd Legal Advertising for Bid
Friday	April 5, 2019 10:00 am	Pre-Submittal Conference (Non-Mandatory)
Monday	April 8, 2019 4:30 pm	Last day for inquiries and clarifications
Friday	April 12, 2019 10:00 am 10:10 am	Deadline for Submission of Bids Opening of Bids
Tuesday	April 23, 2019	City Council Award Bid and Approval of Contract(s)

Note: This schedule is preliminary and may be modified at the discretion of the owner.

GENERAL INSTRUCTION TO BIDDERS

1. **SCOPE OF WORK**

The work to be done under the contract documents shall consist of the following:

Cedarbrake Drive Drainage Improvements Project

The Contractor shall furnish all labor, superintendence, machinery, equipment and all materials necessary to complete this project in accordance with the contract documents.

2. **COMPLIANCE WITH CONTRACT DOCUMENTS**

All work covered by this Contract shall be done in accordance with the contract documents as described in the General Conditions.

All bidders shall be thoroughly familiar with all of the requirements set forth in the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

3. **PLANS FOR USE BY BIDDERS**

It is the intent of the Owner that all parties interested in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid. The contract documents may be examined without charge as noted in the Notice to Bidders. Any party wishing to purchase a copy of the contract documents, including all plans and specifications, may do so at a charge as indicated in the Notice to Bidders.

4. **INTERPRETATION OF TECHNICAL SPECIFICATIONS, PLANS AND OTHER DOCUMENTS**

Bidders desiring additional information or clarification of technical specifications, plans or other documents must make written requests for such information to the Engineer as the Owner's representative prior to the deadline as indicated in the Notice to Bidders. Answers to all such requests will be given in writing, in addendum form, to all bidders, and all addenda will be bound with and become a part of the contract documents. No written or oral explanation or interpretation except that which is provided by the addenda prepared by the Engineer will be considered official or binding. If the bidder should find discrepancies in or omissions from the technical specifications or plans, or should some doubt exist as to their meaning, the bidder shall notify the Engineer in writing so that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they have received all such addenda. A complete file on all addenda issued will be maintained at the Engineer's office. In the event a bidder shall fail to seek clarification or interpretation of any part or portions of the technical specifications, plans or other documents, such bidder shall be presumed to have full knowledge of the interpretation by the Engineer.

5. CONDITIONS OF WORK

Each bidder shall fully inform himself of the construction and working conditions under which the work will be performed. Bidders shall inspect the site and thoroughly familiarize themselves with the full bid documents including technical specifications and plans. Failure to do so will not relieve a successful bidder of his obligation to perform the work in accordance with contractual requirements. It is understood that the bid prices shall include the furnishing of all superintendence, labor, material, machinery, equipment, tools, transportation, services and other means of construction, including parts, incidentals and appurtenances, as necessary to complete the work in accordance with the contract documents, technical specifications and plans.

Bidder should carefully examine the bidding documents and the site to determine the actual conditions under which work will be done. Data in the bidding documents pertaining to existing conditions is for convenience only and does not supplant obtaining firsthand information at the site. Submission of a bid constitutes acceptance by the bidder of existing site conditions as part of the requirements of this work.

6. SUBSURFACE INFORMATION

Any information provided in regard to subsurface data, test borings, etc., is to be considered approximate. Soil reports, if any, that the Engineer has obtained for this project will be provided to the bidders for their use. The interpretation of soil information, results of soil borings, etc., is in no way guaranteed.

7. OPEN SPECIFICATIONS

Where equipment or materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer but rather to set a definite standard of quality and/or performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent" or "equal to" are used, they shall be understood to mean that the thing referred to shall be, in the opinion or judgment of the Engineer, the equivalent of or equal to the product or item specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be, in all cases, fully equivalent to approved samples. Notwithstanding that the words "equivalent", "equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer. The Engineer has the right to require the use of such specifically designated materials, articles or processes.

8. LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS

With the bid, submit a list of subcontractors for major portions of the work and major suppliers. Give the names and addresses of the selected subcontractors and major suppliers listed in the bid proposal. Include on the list all "local" subcontractors and major suppliers.

“Local” shall be defined as those subcontractors and major suppliers whose principal business location is in Harris County. The “Subcontractors and Major Suppliers Form” is provided at the conclusion of the “General Instructions to Bidders” section, and shall be attached to the Bid.

9. STATEMENT OF QUALIFICATIONS

Each bid must be accompanied by a statement of the qualifications of the Bidder to properly execute the work. Include in the statement of qualifications a list of ten (10) references minimum. The references shall consist of projects of similar nature, cost of the project, Owner's name, Engineer or prime contact and telephone number. The statement of qualifications shall also include the following:

- Organization available for the work contemplated on this project:
 - Available Manpower Description
 - Available Equipment Description
- Equipment Resources
 - Provide total list of firm's equipment

The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The right is reserved to reject any bid where such information by the investigation does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract.

It is the Owner's desire that the successful bidder and his key subcontractors be qualified and experienced in providing successful projects; that such successful bidder and key subcontractors have recent successful experience on several projects of similar size and nature as this project.

10. SUPPLEMENTAL PAY ITEMS AND MINIMUM UNIT PRICE BID ITEMS

Approximate quantity and a minimum unit price have been established for certain supplemental items and for certain base bid items shown in the bid proposal section. The Contractor may not bid a unit price less than the minimum value; however, he may increase the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. The supplemental pay items are included to facilitate payment for changes and alterations that may be required to complete work. The actual work as provided by the General and Special Conditions of the Agreement and Technical Specifications and as shown on Plans is described in Proposal items other than supplemental pay items. When work covered by supplemental items is requested by the Contractor and approved by Owner, payment will be based on the quantity actually constructed and unit prices bid in Proposal.

11. PREPARATION OF BID PROPOSAL

Unless otherwise directed in the Notice to Bidders, bids shall be submitted in duplicate upon forms furnished by the Owner or copies thereof. All bids shall be prepared in compliance with the requirements of the Notice to Bidders, these instructions and any instructions printed on the prescribed forms. All blank spaces in the form shall be correctly filled in, and the bidder shall state the price(s) in numerals, for which he proposes to do the work contemplated or to furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. Amounts shall be extended and totaled, and no change shall be made in the phraseology of the form or of the bid items thereon. If optional items are shown on the bid form and the bidder elects not to bid on such optional items, then "No Bid" must be entered in the blank spaces provided. If a space is left blank on the bid form, the Owner will interpret such blank as a "No Bid".

The bidder must sign the bid proposal in ink in the space provided on the bid form; unsigned bids will not be accepted. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. A bid submitted by a sole proprietorship must be signed by the proprietor and must clearly set out the name under which the proprietor is conducting business. If the proposal is submitted by a firm, association or partnership, then the name and address of the firm, association or partnership must be shown together with the name and address of each member, and the proposal must be signed by a member of the firm, association or partnership or other person duly authorized.

If the proposal is submitted by a company or corporation, the company or corporate name and business address, the name of the registered agent, the address of the registered office, and the names, addresses and offices of each corporate officer, must be given. Bids submitted by a corporation must be signed by an officer of the corporation having the authority to execute such documents for the corporation, which authority is granted either by the corporate charter, the by-laws of the corporation or a resolution of the board of directors of the corporation, and shall specify under what authority the proposal is signed; the proposal shall be attested to by the secretary or an assistant secretary of the corporation, and the corporate seal shall be affixed thereto.

Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

Each bid proposal submitted for consideration shall include two (2) originals in hard copy and one (1) electronic version, be clearly marked on the outside of a sealed envelope with the words "Competitive Sealed Bid #2019-03-102 Cedarbrake Drive Drainage Improvement Project," Attention: City Secretary, and must contain the name of the company submitting the bid.

All Bidders are required to submit the following with their bid:

- a. Bid Proposal
- b. Bid Security
- c. List of Subcontractors and Major Suppliers Form
- d. Statement of Qualifications (Attached shall be a list of 10 representative projects completed. Each project shall have an Owner's name and phone number)

- e. Financial Statement
- f. Conflict of Interest Questionnaire

Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the City may not award the contract to a bidder unless the bidder has provided to the City a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website (<https://www.ethics.state.tx.us/tec/1295-Info.htm>), assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity’s name is City of Spring Valley Village; the contract ID number is 2019-03-102; and the description of goods and services is Cedarbrake Drive Drainage Improvements Project. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

12. BID BOND REQUIRED

Each bidder is required to submit a cashier's check issued by a bank satisfactory to the Owner, or a bid bond from a reliable surety company, payable without recourse to the order of the Owner, in an amount of not less than 5% of the total amount of the bid submitted as a guarantee that the bidder will enter into a contract and execute all necessary bonds (if required) within fifteen (15) days after notice of award of the contract to him.

13. FINANCIAL STATEMENT

Each bid must be accompanied by a financial statement of the bidder as reflected by his most recently prepared statement; the financial statement submitted must be current and shall not have been prepared prior to twelve (12) months immediately preceding the date specified for receipt of bids. The financial statement shall be submitted in a sealed envelope, properly identified as to contents and project description. The bidder's financial statement will be examined only if the bid submitted is actively considered for award; otherwise, it will be returned unopened after the execution of the Contract.

14. DELIVERY OF BIDS

It is the bidder's responsibility to deliver his bid in accordance with the instructions contained in the Notice to Bidders. Bids dispatched but not received by the date and time specified will be considered late and returned unopened upon receipt. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile bids will be considered.

15. QUESTIONS

Submit questions regarding bidding documents to the Engineer. Inquiries are permitted until the deadline as indicated in the Notice to Bidders. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral instructions do not form a part of the bidding documents. Bidders should contact the Engineer not less than 48 hours before bid opening to secure any addenda that may affect bidding.

16. BID MODIFICATIONS

Bids cannot be altered or amended after the submission deadline. At any time prior to the deadline set for receipt of bids, a bid may be altered or amended and resubmitted by submitting a written request to do so to the person who holds the bid. In addition, any bidder may modify his bid by telegraphic communication or by any available means of written or mechanically printed communication at any time prior to the scheduled closing time, provided such communication is received by the Owner at the City of Spring Valley Village City Secretary prior to the deadline set for receipt of bids and provided further that if written confirmation of the modification, over the actual signature of the bidder, has not been delivered into the hands of the Owner prior to the closing time, the Owner is satisfied that such written confirmation, over the actual signature of the bidder, was mailed prior to the closing time as determined from an examination of the postmark. If signed written confirmation is not received within two (2) days from the closing time, no consideration shall be given to such modification. Receipt of a bid modification by any other employee, office or division of the Owner shall not constitute receipt by the Owner, and it shall be the sole responsibility of the bidder to verify or confirm that any such modification has in fact been received by the City of Spring Valley Village City Secretary prior to the deadline.

17. WITHDRAWAL OF BID

Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City of Spring Valley Village City Secretary in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

18. BID OPENINGS

All Bids submitted will be opened publicly in the Spring Valley Village Council Chambers at the date and time shown in the Notice to Bidders. However, the reading of a Bid at bid opening should not be construed as a comment on the responsiveness of such Bid or as any indication that the Owner accepts such Bid as responsive.

Owner will make a determination as to the responsiveness of Bids submitted based upon compliance with all applicable laws, City of Spring Valley Village Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. Owner will notify the successful Bidder upon award of the contract, and,

according to State law, all Bids received will be available for inspection at that time, unless otherwise provided by law.

19. DISQUALIFICATION OF BIDDERS; REJECTION OF IRREGULAR OR IMPROPER BID

Bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the Owner.
- Failure to use the Bid Form furnished by Owner.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to Owner.
- Communicating with an elected official regarding this bid or its award.

Any bid that contains any omission, alteration, erasure, addition or change of any nature, or which does not include prices for each and every bid item (excluding optional items) may, at the option of Owner, be deemed irregular. In order for any such bid to be considered, any alteration, erasure or other change must be initialed by the bidder prior to submission of the bid. In addition, any bid in which the prices are obviously unbalanced or which fails in any manner to conform to the bidding procedures as set forth may be considered irregular. Any bid proposal which is deemed irregular may be rejected and returned to the bidder without being considered.

Further, any proposal containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

20. OWNER'S RIGHT TO REQUIRE ADDITIONAL INFORMATION

The Owner reserves the right, after the bids have been opened and before the contract has been awarded, to conduct such investigations as the Owner deems necessary to assist in the evaluation of the bids and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform the work in accordance with the Contract Documents; and to require of a bidder additional information to aid in the evaluation of the bid and the bidders qualifications including but not limited to the following information:

- (a) The experience record of the bidder and key subcontractors, suppliers and other persons showing completed jobs of similar scope and work requirements to the one covered by the proposed Contract and all work in progress with bond amounts and percentage completed;
- (b) A sworn statement of the current financial condition of the bidder, key subcontractors and suppliers

(c) An equipment schedule.

21. AWARD OF CONTRACT

Unless all bids are rejected, the Owner will award the Contract as promptly as possible, consistent with the time required for a thorough analysis of the bids submitted. However, the Owner reserves the right to delay award for ninety (90) days after the date of the bid opening. If no award is made within ninety (90) days after the date of the bid opening, a bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid.

It is the intent of the Owner to award the Contract to the bidder(s) submitting the most efficient and/or most economical bid for the Owner. It shall be based on all factors that are available to be judged by the Owner and deemed by the Owner to be of the greatest advantage to it. All bids are subject to re-tabulation. Compliance with all bid requirements, deliver and needs of the Owner are considered in evaluating bids. Owner reserves the right to contact any bidder, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the bid specifications, the Contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the Owner in compliance with Section 252.043 of the Texas Local Government Code.

Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid. The Owner reserves the right to reject any or all bids and to waive bid irregularities as the interest of the Owner may require. Also, the Owner reserves the right to reject the bid of any bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sums.

22. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. Bidders may also download a copy from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytex.com.

23. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Owner within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures

under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

24. BOUND COPIES OF CONTRACT DOCUMENTS

The Agreement, Bonds and all related contract documents will be prepared and signed in not less than four (4) multiple original counterparts. Each set of contract documents shall be bound and shall include the following:

- (a) Notice to Bidders;
- (b) General Instructions to Bidders;
- (c) Subcontractors and Major Suppliers Form;
- (d) Bid Proposal;
- (e) Performance, Payment and One-Year Maintenance Bonds;
- (f) Standard Form of Agreement;
- (g) Any and all Addendum issued for the Bid
- (h) Conflict of Interest Questionnaire
- (i) Insurance Certificates;
- (j) General Conditions of Agreements;
- (k) Special Conditions;
- (l) Technical Specifications (including plans and drawings),
- (m) All other documents made available to bidder for his inspection in accordance with the Notice to Bidders.

The Owner will furnish the Contractor with two (2) sets of conforming contract documents, technical specifications and plans free of charge. Additional sets, if needed, can be obtained from the Engineer at the amount indicated in the Notice to Bidders. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others as required for proper prosecution of the work contemplated by the Contractor.

25. TAXES

The City is exempt from Federal Manufacturer's Excise and Texas State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the City Treasurer.

The Contractor must obtain a limited sales, excise and use tax permit or exemption certificate which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

26. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance as required in the General Conditions of Agreement, set forth in the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the Owner. Proof of coverage shall be furnished to the Owner and written notice of cancellation or any material change shall be provided to the Owner not less than thirty (30) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

The insurance certificates furnished shall name the Owner, the Engineer, their agents and employees, as an additional insured and shall further state that all subcontractors are named as additional insureds or, in the alternative, shall be accompanied by a statement from the Contractor to the effect that no work on this particular project shall be subcontracted.

27. CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this Contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this Contract is in progress.

28. TIME AND ORDER FOR COMPLETION

The construction covered by the contract documents shall commence within ten (10) days after written Notice to Proceed shall have been given by Engineer and be completed within **60 calendar days** from the date specified in the Notice to Proceed.

Failure of the CONTRACTOR to complete the work within the contract time, including any extensions granted shall entitle the OWNER to deduct from the money due to the CONTRACTOR an amount equal to **\$250.00** for each calendar day of delay in completion of the work, not as a penalty, but as liquidated damages and added expense for supervision.

The CONTRACTOR will be permitted to prosecute the work in the order of his own choosing unless stated otherwise in the Contract Documents, provided, however, the OWNER reserves the right to require the CONTRACTOR to submit a progress schedule of the work contemplated by the contract documents. In the event the OWNER requires a progress schedule to be submitted and it is determined by the OWNER that the progress of the work is not in accordance with such schedule, the OWNER may direct the CONTRACTOR to take such action as the OWNER deems necessary to insure completion of the project within the time specified.

29. WORKING HOURS

All construction work under this contract shall be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday, unless specific authorization is granted by the project representative after obtaining Owner's concurrence, or

unless extension of working hours is necessary either to avoid lengthy interruption of utility service to the Owner's customers, or due to an emergency situation.

Construction work under this Contract requiring an on-site project representative or diversion pumping will not be performed on weekends or holidays unless the following conditions exist:

- (a) The project being constructed is essential to the Owner's ability to provide the necessary service to its citizens; or
- (b) Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the Contract and can show that he has made a diligent effort to complete the Contract within the allotted time.

Before construction work requiring an on-site project representative or diversion pumping is to be performed on weekends or holidays, the Contractor must notify the Owner's representative not less than three (3) full working days prior to the weekend or holiday that he desires to do work and obtain written permission from the Owner's representative to do such work. The final decision on whether to allow construction work requiring an on-site project representative on weekends or holidays will be made by the Owner. When such work is permitted, Contractor shall credit the Owner \$75.00/hour by change order for site representation services for overtime work or work on weekends or holidays.

The Contractor is made aware that no work shall be permitted on holidays. The Contractor may request a list of the official City holidays at the pre-construction conference.

Construction work requiring an on-site representative will be any work where excavation, installation of pipes, materials, backfill or paving surface material installation is occurring and any work where investigation processes or testing processes are occurring or are required.

In any event, if a condition should occur or arise at the site of this project or from the work being done under this Contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

30. MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until completion of the project and acceptance by the Owner. The presence or absence of a representative of the Owner on the construction site will not relieve the Contractor of full responsibility for complying with this provision. The specifications for materials and methods set forth in the

contract documents provide minimum standards of quality which the Owner believes necessary to procure a satisfactory project.

31. GUARANTEES

All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish the Owner with a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, at no cost to the Owner, and pay for any and all damages of any nature whatsoever resulting from such defects when such defects appear as a result of defective materials or workmanship within one (1) year from the date of final acceptance of the work.

32. PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities and all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid or not paid for such work until the date the Owner issues its certificate of completion to the Contractor.

33. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The Owner will furnish Contractor with the approximate location of City-owned utility lines of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. The location and depth of utilities shown on any drawings must be regarded as approximate, and it shall be the responsibility of the Contractor to determine for himself the exact location and depth of any utilities which exist in the project site. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this Contract shall be repaired immediately by Contractor, at Contractor's expense, to the satisfaction of the Owner.

34. BARRICADES AND SAFETY MEASURES

The Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights to protect it; and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs and lights shall not cease until the date of issuance to Contractor of the Owner's certificate of acceptance of the project.

The Contractor will be held responsible for all damage to the work which may occur prior to final acceptance by the Owner regardless of the adequacy of protective barricades and lighting, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense.

35. EXPLOSIVES

The use of explosives will not be permitted.

36. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors agree to pay all employees engaged in work on the project under this Contract in full (less mandatory legal deductions), and further agree that no such employees shall look to the Owner for payment of wages or compensation earned by reason of such work.

37. PAYMENT TO CONTRACTOR

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of Agreement of the contract documents.

38. AFFIDAVITS OF BILLS PAID

Prior to final acceptance of this project and with the project's pay estimate submitted each month, the Contractor shall execute an affidavit certifying that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending of which the Contractor has been notified.

SUBCONTRACTORS AND MAJOR SUPPLIERS FORM

SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED

Posey Construction & Development - Driveway Installation

LOCAL SUBCONTRACTORS

(PRINCIPAL BUSINESS LOCATION IN HARRIS COUNTY)

Posey Construction & Development -

MAJOR SUPPLIERS

Express Concrete

Ready Cable

Core & Main

Rinker Materials

LOCAL MAJOR SUPPLIERS

(PRINCIPAL BUSINESS LOCATION IN HARRIS COUNTY)

Express Concrete

Ready Cable Inc.

Core & Main

Rinker Materials

BID PROPOSAL
BID FOR UNIT PRICE CONTRACT

PLACE: Harris County
DATE: April 12th, 2019
CSB NO. 2019-03-102
Proposal of HIN Contractor Mgmt. Services
(Hereinafter called "Bidder")

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF SPRING VALLEY VILLAGE, TEXAS
(Hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the construction of:

CSB #2019-03-102
Cedarbrake Drive Drainage Improvements Project

having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated in Exhibit "A" attached hereto.

The Bidder binds himself, upon acceptance of his proposal, to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated in Exhibit "A" of this proposal.

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar** days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$250.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineer's specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for over runs or under runs of quantities.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids, use deductible bid items and to waive any formality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following addenda:

0

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed and to substantially complete the work on which he has bid, as provided in the contract documents.

Enclosed with this proposal is a cashier's check or certified check for 0
_____ Dollars (\$ 0) or a bid bond
in the sum of 5% (\$ 5,070.8) as
which it is agreed shall be collected and retained by the Owner as liquidated damages in the
event the proposal is accepted by the Owner and the undersigned fails to execute the necessary
contract documents and the required bonds (if any) with the Owner within ten (10) days after the
date of receipt of written notification of acceptance of said proposal; otherwise said check or
bond shall be returned to the undersigned upon demand.

Unit Prices are to be shown in numerals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum there of will be resolved in favor of the correct sum.

The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, incidental costs, fees, profit, insurance, etc., to cover the finished work of the several kinds called for.

City of Spring Valley Village
CSB #2019-03-102 for Cedarbrake Drive Drainage Improvements Project

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

HIN Contractor Management Services LLC
Bidder

By: Demetrius D. Hill Sr.
Signature

Type or Print:

Bidder's
Name: Demetrius D. Hill Sr.

(If Bidder is a Corporation)

Bidder's
Address: 17214 Eden Falls Ct.
Houston, Tx. 77095

Attest:

Secretary

(Corporate Seal)

Name of
Person Signing: Demetrius D. Hill Sr.
Office Held: President

City of Spring Valley Village, Texas
Cedarbrake Drive Drainage Improvements Project
 Exhibit "A"

BID PROPOSAL

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
(A) BASE BID ITEMS:					
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$ 17,000	\$ 17,000
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$ 10,000.00	\$ 10,000.00
3	18" Polypropylene (ADS HP Storm) Storm Sewer, including prefabricated bends, complete in place the sum of:	L.F.	600	\$ 27	\$ 16,200
4	4' Diameter Precast Storm Manhole, complete in place the sum of:	EA.	6	\$ 4,500	\$ 27,000
5	Connect Proposed Storm Sewer to Existing Inlet, complete in place the sum of:	EA.	2	\$ 1,000	\$ 2,000
6	Trench Safety System for Storm Sewer Installation, complete in place the sum of:	L.F.	600	\$ 15	\$ 9,000
7	Remove and Replace 6" Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	180	\$ 65.7	\$ 11,826
8	Remove and Replace 4" Reinforced Concrete Walkway, complete in place the sum of:	S.Y.	30	\$ 63	\$ 1,890
9	Block Sodding, complete in place the sum of:	S.Y.	500	\$ 5	\$ 2,500
10	Inlet Protection Barrier, complete in place the sum of:	EA.	2	\$ 500	\$ 1,000
11	6" Water Line Offset, as needed, including all fittings and restraints, complete in place the sum of:	EA.	1	\$ 3,000	\$ 3,000
(A) TOTAL BASE BID ITEMS:					\$ 101,416.00

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, H&N Contractor Management Services, LLC, as Principal, (the “Contractor”), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Spring Valley Village (the “City”), a municipal corporation, in the penal sum of One Hundred and One Thousand Four Hundred Sixteen Dollars and Zero Cents (\$101,416.00) for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City for

Cedarbrake Drive Drainage Improvements Project

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound for such period of warranty as shall be expressed and set out in the General Conditions of Agreement, under the terms and conditions thereof for a period of one (1) year as is provided for in Chapter 2253, Texas Government Code, as amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify, defend and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent to the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

Witness: (if not a corporation)

By: _____

Name: _____

Title: _____

Name of Contractor

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: Attorney in Fact

Date: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, H&N Contractor Management Services, LLC, as Principal, (the “Contractor”), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to City of Spring Valley Village (the “City”), a municipal corporation, in the penal sum of One Hundred and One Thousand Four Hundred Sixteen Dollars and Zero Cents (\$101,416.00) for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City for

Cedarbrake Drive Drainage Improvements Project

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

Witness: (if not a corporation)

By: _____

Name: _____

Title: _____

Name of Contractor:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: Attorney in Fact

Date: _____

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this, the ____ day of _____, A.D. 20____, by and between the City of Spring Valley Village, Texas, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned Mayor of the City of Spring Valley Village, Texas, thereunto duly authorized to do so, hereinafter referred to as “Owner”, and H&N Contractor Management Services, LLC, a corporation duly authorized to do business and existing under the laws of the State of Texas, acting by and through a duly authorized officer thereof as attested to by the Secretary of said corporation of the City of Houston, County of Harris, State of Texas, hereinafter referred to as “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith (if any), the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:

Cedarbrake Drive Drainage Improvements Project

and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the contract documents, including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, General Instructions to Bidders, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore included with the Bid issued by Owner for this Project, as prepared by ARKK Engineers,

LLC, hereinafter called "PROFESSIONAL", each of which has been identified by the CONTRACTOR and the PROFESSIONAL, together with CONTRACTOR's written Proposal, the entire Bid Document, and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Mayor of the City of Spring Valley Village, Texas, and City Secretary of the City of Spring Valley Village, Texas, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them under the provisions of the Charter, duly enacted by the City Council of the City of Spring Valley Village, Texas.

MAYOR, City of Spring Valley Village, Texas

City Secretary

IN WITNESS WHEREOF, the undersigned officers of the corporation, whose names are hereinafter set out, do certify and attest that they have executed this Agreement in their capacities as herein stated, for and on behalf of said corporation, and that they have authority to do so under specific authorization granted to them under the Charter or By-laws of said corporation or, if said Charter and By-laws are silent, then under authority granted to them under a resolution duly adopted by the Board of Directors of said corporation, as set out in the official minute book of said corporation, and an excerpt of said resolution is herein previously set out.

CONTRACTING CORPORATION (CONTRACTOR)

Officer

Office Held

ATTEST:

Secretary

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.

N/A

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

Demetrius D. Hill Sr.

Signature of vendor doing business with the governmental entity

4/12/19

Date

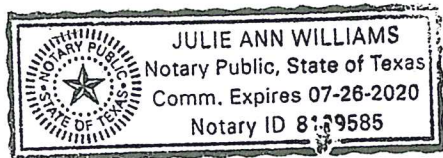
**Verification In Compliance With
Chapter 2270 Of The Texas Government Code**

I, Demetrios Hill (Person name), the undersigned representative (hereafter referred to as "Representative") of HIN Contractor Management Services LLC (company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Pearland; and
3. That Representative understands that the term "boycott Israel" is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Demetrios D. Hill Sr.
SIGNATURE OF REPRESENTATIVE

11th SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this
day of April, 2019.



Julie Williams
Notary Public

§

§

§

MB-1
113

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addresses to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the _____ day of _____, 20____, and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation) _____

Witness: (if not a corporation)

Name of Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/ SURETY WITNESS: (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-475948

Date Filed:
04/11/2019

Date Acknowledged:

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

H & N Contractor Management Services LLC
Houston, TX United States

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

City of Spring Valley Village

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

2019-02-102
Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hill, Demetrius	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Demetrius Hill, and my date of birth is 2/25/77.

My address is 190 Dandy (street), Buda (city), Tx (state), 78610 (zip code), U.S. (country).

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

Executed in Harris County, State of Tx, on the 11 day of 4, 20 19.
(month) (year)

Demetrius D Hill SR.
Signature of authorized agent of contracting business entity
(Declarant)

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Proposed Conceptual Design and Conceptual Design Cost Estimate for Phase II Park Improvements
---------------	--

BACKGROUND:	On February 26, 2019, the Council approved a proposal from Clark Condon for conceptual design services for the Phase II park improvements with the scope of the improvements focused on drainage, lighting, walkways, and cleanup but did not contemplate a renovation of the playground. Clark Condon has developed a Proposed Conceptual Design for the Phase II Park Improvements as well as the Conceptual Design Cost Estimate, both of which are provided with this agenda item. Mary Keilers and Ryan Steib from Clark Condon will present both to the Council at the meeting. As designed, the Proposed Conceptual Design will assist the City in meeting some of the goals under the Storm Water Management Plan as well as some of the anticipated hazard mitigation action items that are being developed as part of the 5-year update to the Harris County Hazard Mitigation Plan. The Proposed Conceptual Design is estimated to cost \$248,000.00. The Proposed Conceptual Design and Cost Estimate are submitted for the Council's consideration. In the event that Council wishes to proceed with this project, funding will be available from the unexpended fund balance from FY 2017.
--------------------	--

RECOMMENDATION:	Staff requests direction from the Council concerning the Proposed Conceptual Design for the Phase II Park Improvements and whether it wishes to proceed with the project by funding the anticipated cost estimate out of the FY 2017 Unexpended Fund Balance
------------------------	--

ATTACHMENTS:	• Proposed Conceptual Design for Phase II Park Improvements • Conceptual Design Cost Estimate
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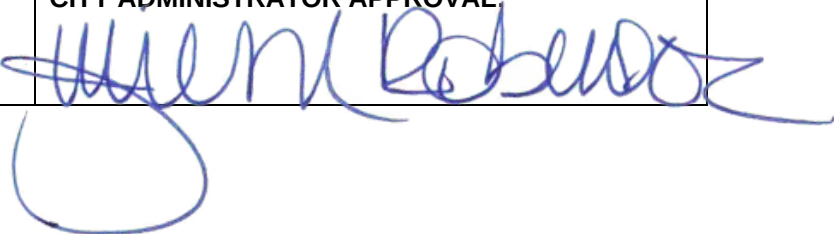
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$248,000 from unassigned fund balance will be used and added to Acct/Project# <u>25-50-5544</u>
------------------------	---

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
---	-----------------------	--------------

**Spring Valley Village City Council
Agenda Item Data Sheet**

☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 

SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 
--	---

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE



SPRING VALLEY VILLAGE

LANDSCAPE IMPROVEMENTS

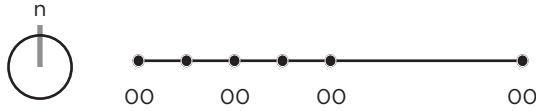
CITY OF SPRING VALLEY VILLAGE
CLARK CONDON
03.31.19



SPRING VALLEY PARK
PHASE II ANALYSIS

LEGEND

- ① EXISTING WALK
- ② PONDING AREAS
- ③ DEAD/DISEASED TREES
- ④ EXISTING PLAYGROUND
- ⑤ EXISTING SEATING



SPRING VALLEY PARK
SITE WEAKNESSES

LEGEND

EXISTING DRAINAGE

INADEQUATE DRAINAGE

DRAINAGE BARRIERS

BROKEN CONNECTIONS



SPRING VALLEY PARK
SITE WEAKNESSES

LEGEND

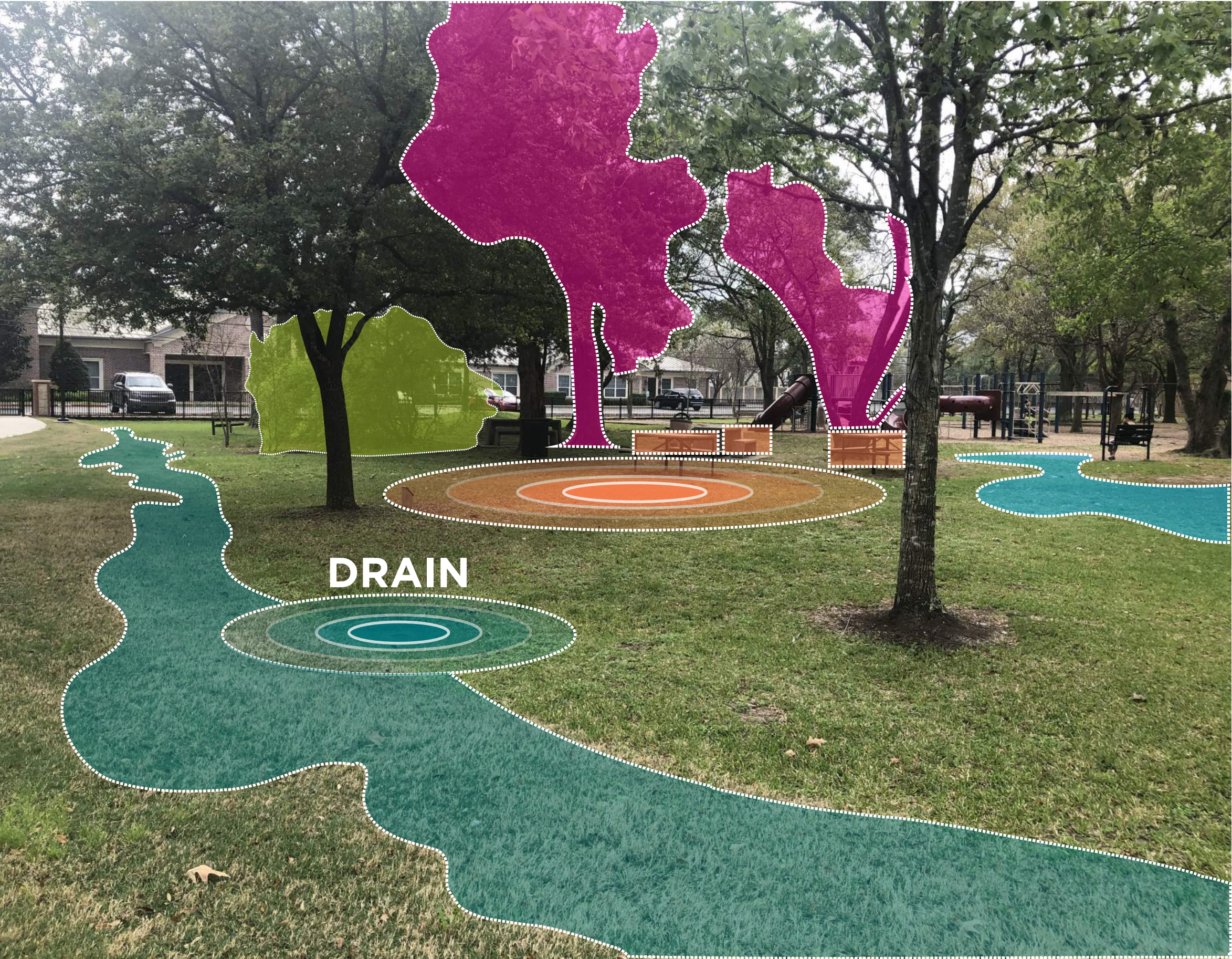
EXISTING DRAINAGE

INADEQUATE DRAINAGE

DENSE UNDERGROWTH

DEAD/DISEASED TREES

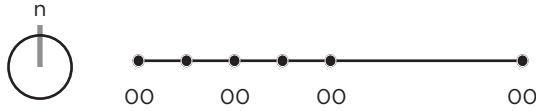
UNPROGRAMMED SPACE



SPRING VALLEY PARK
PHASE II CONCEPT PLAN

LEGEND

- ① WALK EXTENSION
- ② ROCK SWALE
- ③ REPROGRAMMED SPACE
- ④ EXISTING PLAYGROUND
- ⑤ PEDESTRIAN ACCESS
- ⑥ ENHANCED LIGHTING
- ⑦ UPGRADED SURFACING







SPRING VALLEY PARK
ROCK SWALE CHARACTER



CLARK CONDON

DIVIDER PAGE

Spring Valley Park Renovation
Phase II Landscape Improvements
Conceptual Design Cost Estimate

4/1/2019
119-009

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Site Prep & Mobilization</u>				
Site Prep & Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
<u>Grading & Utilities</u>				
Earthwork (Fine Grading)	2,500	CY	\$ 5.00	\$ 12,500.00
12-inch Perforated HDPE Storm Sewer (connect to existing storm)	100	LF	\$ 30.00	\$ 3,000.00
SWPPP	1	LS	\$ 7,500.00	\$ 5,000.00
15' Pedestrian Pole lights complete and operational	6	EA	\$ 6,000.00	\$ 36,000.00
<u>Hardscape</u>				
Concrete Walk	2,000	SF	\$ 5.50	\$ 11,000.00
Pea Gravel (Stabilized)	3,000	SF	\$ 5.00	\$ 15,000.00
Landscape stone (swale)	1,000	SF	\$ 10.00	\$ 10,000.00
<u>Demolition & Tree Protection</u>				
Temporary Construction Fence	2,000	LF	\$ 5.00	\$ 10,000.00
Root Pruning	1	LS	\$ 5,000.00	\$ 5,000.00
Tree Protection Fencing	1,200	LF	\$ 5.00	\$ 6,000.00
Tree Removal	1	LS	\$ 15,000.00	\$ 15,000.00
Demo Existing Walk	100	SF	\$ 2.00	\$ 200.00
Remove Existing Site Furniture	1	LS	\$ 5,000.00	\$ 5,000.00
<u>Amenities</u>				
8' Picnic Table with 2 - 6' benches	2	EA	\$ 6,000.00	\$ 12,000.00
6' Bench with concrete pad	6	LS	\$ 2,000.00	\$ 12,000.00
Landscape bridges over swales	4	EA	\$ 1,500.00	\$ 6,000.00
Trash Receptacle with concrete pad	3	EA	\$ 2,200.00	\$ 6,600.00
<u>Landscape & Irrigation</u>				
Swale Planting	1,000	SF	\$ 10.00	\$ 10,000.00
4" HT. Steel Edging	400	LF	\$ 25.00	\$ 10,000.00
6" SCH 40 PVC Drain Pipe (Connect to existing inlets)	200	LF	\$ 25.00	\$ 5,000.00
Fine Grade & Hydromulch	500	SF	\$ 0.10	\$ 50.00
Sod	1,500	SF	\$ 0.70	\$ 1,050.00
Irrigation System Complete & Operational	2,000	SF	\$ 1.00	\$ 4,000.00
60 Day Landscape Maintenance	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 215,400.00
15% Contingency				\$ 32,310.00
Phase II				\$ 247,710.00

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 23, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CLARK CONDON AND ASSOCIATES, INC. FOR PHASE II PARK IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.		
BACKGROUND:	In the previous agenda item, Clark Condon presented a proposed Conceptual Design and Construction Estimate for the Phase II Park Improvements. In the event that the Council wishes to proceed with construction of the project, Clark Condon has also submitted a proposal for design development and construction administration services for the project in the amount of \$38,500.00. The proposal is submitted for the Council's consideration. In the event that Council wishes to proceed with this project, funding is available from the unexpended fund balance from FY 2017.		
RECOMMENDATION:	None		
ATTACHMENTS:	• Resolution Number 19-XX		
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$ 38,500.00 from unassigned fund balance will be used and added to Acct/Project# 25-50-5544____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____		
FINANCE VERIFICATION OF FUNDING:			
SUBMITTING STAFF MEMBER:		CITY ADMINISTRATOR APPROVAL:	
Julie M. Robinson, City Administrator			

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CLARK CONDON AND ASSOCIATES, INC. FOR PHASE II PARK IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for design development through construction administration services by and between the City of Spring Valley Village, Texas and Clark Condon and Associates, Inc. for Phase II Park Improvements (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Proposal and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Proposal and any and all documents necessary to effectuate such Proposal on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Proposal, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Proposal and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Proposal as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Proposal.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE

April 11, 2019

Julie Robinson
City of Spring Valley Village
1025 Campbell Rd
Houston, Texas 77055

Re: Spring Valley City Hall Park

Dear Julie,

We are pleased to submit this proposal for Design Development through Construction Administration Services for Phase II of the City Hall Park. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK –

The scope of work shall include design documentation of the conceptual phase II plan produced by Clark Condon April of 2019. The proposed work focuses on drainage, lighting, walkways, and clean-up of the playground area.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client, Owner, and Design Team. The proposed construction budget is \$248,000. Scope of work includes design and documentation for the following:

1. Pedestrian hardscape circulation
2. Planting and irrigation
3. Tree protection and preservation
4. Grading and drainage
5. Structural & Electrical design of the proposed light poles

DESIGN DEVELOPMENT – During this phase, we shall refine the design and budgets for the project. Design Development drawings shall depict actual materials, sizes and locations of all landscape elements. Services to be provided in this phase include:

1. Project management and coordination with Design Team.
2. Select materials for all landscape architecture aspects
3. Organize and schedule Client meetings (2 maximum).
4. Prepare cost estimates based on Design Development drawings.
5. Layout irrigation concept and main line.
6. Present to the Client.
7. Review and coordinate area drain locations and elevations.
8. Indicate landscape lighting fixture locations.
9. The Landscape Architect and civil engineer shall be mutually responsible for meeting ADA requirements.
10. Coordinate with structural.
11. Provide preliminary tree protection and removal plan and details.
12. Deliverables include site plans at 1" = 20' scale.

CONSTRUCTION DOCUMENTS – The Construction Documents phase shall be initiated after the Client's approval of the Design Development drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Design Development. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all pedestrian hardscape elements, irrigation, walkways, planting plans, and other items approved during the design process.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare layout plans dimensioning all proposed improvements.
4. Site grading and drainage drawings.
5. Erosion control plans.
6. Structural & Electrical drawings for proposed lights
7. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
8. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
9. Prepare final construction cost estimate to include unit costs at current construction dollars.
10. Organize and schedule Client and Owner meetings (2 maximum).
11. Prepare project manual including contract documents and technical specifications in MasterSpec format. Coordinate with owner on preparation of project manual and integrate all necessary City of Spring Valley language.
12. Conduct project QA/QC review with Design Team.
13. Issue signed and sealed permit set.
14. Submit plans to TDLR for review.
15. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

BIDDING – After completion and approval of the Construction Documents, the Landscape Architect shall assist Client with putting the plans out for public bid. This scope assumes we shall prepare one bid package.

1. Distribute bid documents.
2. Conduct a pre-bid conference.
3. Prepare addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporate any revisions and cost saving items agreed to during the bidding phase.

CONSTRUCTION ADMINISTRATION – The Landscape Architect shall provide Construction Administration for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 5 visits). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Based on site visits, and the data comprising the pay application, the Landscape Architect shall review and certify to Client and the Owner that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
7. Review change orders for approval by the Client.

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Basic Services

Design Development	\$6,500.00
Construction Documents	\$8,500.00
Bidding/Pricing	\$2,500.00
Construction Administration	<u>\$5,000.00</u>
TOTAL BASIC SERVICES	\$22,500.00

Consultant Services

Structural	\$1,000.00
Civil	\$12,000.00
Electrical	<u>\$3,000.00</u>
TOTAL CONSULTANT SERVICES	\$16,000.00

GRAND TOTAL **\$38,500.00**

REIMBURSABLE EXPENSES - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15%.

ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out of scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Topographic and boundary surveys (Use of existing topographic survey prepared during 2015 will be utilized during design)
2. Existing site engineering and utility base information
3. Soil engineering, geotechnical consultant services or related testing

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337 Austin, TX 78711-2337
(512) 305-9000 – Phone / (512) 305-8900 Fax

TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and

subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

COMPLETE AGREEMENT – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Sheila M. Condon FASLA
President / Landscape Architect

APPROVED: _____ **DATE:** _____