



Regular City Council Meeting
February 27, 2024
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, February 27, 2024, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

A quorum of the Mayor and Council Members will be physically present. Some Council Members may participate by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code.

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmember may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

The video link to this meeting is: <https://us02web.zoom.us/j/85433588060>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 854 3358 8060 and #.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

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

3. INTRODUCTIONS

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

5. PUBLIC COMMENTS

- 5.1 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.**

6. 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 a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- 6.1 Minutes for Regular Called City Council Meeting on January 23, 2024
- 6.3 Resolution 24-XX – A Resolution Of The City Council Of The City Of Spring Valley Village, Texas, Approving An Interlocal Agreement Between Harris County, Texas, And The City Of Spring Valley Village, Texas, To House, Support, Maintain, And Confine Municipal Prisoners In Harris County Jails; Providing For The Incorporation Of Preamble; Authorizing Execution Of The Agreement By The Mayor; And Providing An Effective Date.

OLD BUSINESS

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** January 2024 Police Department Staff Report (Chief Schulze):
1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Swift Water Update
8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Staff:
1. Update on the current status of the Bingle Road Diet project
 2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle)
9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on January 24, 2024 and Any Special Meetings That May Have Occurred since January 24, 2024. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of funds to repair motor for Water Well #2 in an amount not to exceed \$76,704.00.
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING

A PAVEMENT CONDITION ASSESSMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FUGRO USA LAND, INC.; 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.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY THE ADOPTION OF A NEW ARTICLE 7.900, CAMPING IN PUBLIC PLACE PROHIBITED, ESTABLISHING A PROHIBITION AGAINST CAMPING IN PUBLIC PLACES, AMENDING SEC. 1.2103, REGULATIONS, OF ARTICLE 1.2100, RULES AND REGULATIONS OF CITY GREENSPACE, SEC. 1.1803, OFFENSES, OF ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS OF CHAPTER 1, GENERAL PROVISIONS; PROVIDING A SEVERABILITY CAUSE, ENFORCEMENT PROCEDURES, AND A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 4, 2024 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid Number CSB#2023-12-105 For Brighton Place Paving and Utility Improvements Project To Conrad Construction Co, LTD. In An Amount Not To Exceed \$6,250,674.50, (Total Bid Amount).
16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-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 CONRAD CONSTRUCTION CO, LTD. FOR THE BRIGHTON PLACE PAVEMENT AND UTILITY IMPROVEMENT PROJECT (CSB 2023-12-105); 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. 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 February 27, 2024 agenda of items to be considered by City Council was posted on or before the 23rd day of February 2024, at 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: _____

J. Torres
Jasmin Torres
City Secretary



In compliance with the Americans with Disabilities Act, the County 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 jtorres@springvalleytx.com for further information.

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JANUARY 23, 2024 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 Vajdos at 6:02 p.m.

Members Present:

Mayor Marcus Vajdos
Mayor Pro Tem Allen Carpenter
Council Member Steve Bass
Council Member David Dominy
Council Member John Lisenby

Members Absent:

Council Member Joy McCormack

2. PLEDGE OF ALLEGIANCE

- 2.1 American Flag
- 2.2 Texas Flag

During the Regular City Council Meeting, Mayor Vajdos led the City Council, City staff, and visitors in the Pledge of Allegiance.

3. INTRODUCTIONS

John McDonald, City Administrator
Jasmin Torres, City Secretary
Brent Walker, City Treasurer
Susan Thornhill, Assistant City Treasurer
Loren Smith, City Attorney
Justin Lane, Police Captain
Carlos Menchaca, Lieutenant

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

5. 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.**

None.

6. 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.

6.1 Minutes for Regular Called City Council Meeting on November 14, 2023

6.2 2023 Racial Profiling Report presented by the Spring Valley Village Police Department.

Council Member Dominy made a motion to approve all items on the Consent Agenda, and Council Member Bass seconded the motion. Motion carried 4-0.

OLD BUSINESS

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: December 2023 Police Department Staff Report (Chief Schulze):

Captain Lane provided the Police Department Staff Report to the Council.

1. Number of Calls for Service – 3,321
2. Number of Traffic Violations – 756
3. Axon system running and the Police Department will begin integrating into the flock system.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Staff:

1. Update on current status of the Bingle Road Diet project

City Administrator John McDonald informed the Council that the Bingle Road Diet is no longer a project for the City of Houston. The Council asked for this to be placed as a future agenda item to discuss the restriping of Bingle Road and a possible diet.

9. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on November 29, 2023, and Any Special Meetings That May Have Occurred since November 29, 2023. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

At this time, Captain Croft presented to the Council Interim Chief Miller's report regarding the Village Fire Department. Regarding staffing, Captain Swiner has returned from being off duty due to an injury. Earlier in January three (3) new hires started and took their oath of office. The ladder one (1) apparatus was involved in a fender bender. The medic (4) reserve ambulance has been sold and picked up for a total of fifty-seven thousand dollars (\$57,000.00). The fire department has received the drone from Memorial Village Police Department and currently, two village fire department firefighters are looking into getting licensed to be able to use the drone as an assistive device when incidents occur. There was a house fire on January 12, 2024, at 1109 Loeser. In December of 2023, Spring Valley Village had a total of thirty-nine (39) incidents. Of which, twenty-one (21) were fire-related,

seventeen (17) were EMS and one (1) non-emergency. At this time there was additional discussion regarding the cause of the fire that happened at 1109 Loeser.

NEW BUSINESS

- 10. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Changing The Dates Of The City Council Meetings For May, July, November, And December.

Council Member Dominy made a motion to approve the calendar of dates proposed for City Council Meetings as presented, Council Member Carpenter seconded the motion. Motion carried 4-0.

- 11. BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending December 31, 2023.

City Brent Walker presented the Quarterly Investment Report for the period ending December 31, 2023.

- 12. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING THE MS4 GENERAL PERMIT APPLICATION TO TCEQ BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; 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 Vajdos read the Resolution by caption only. Council Member Dominy made a motion to approve the contract with Cobb, Fendley & Associates, Inc. approving the terms and conditions for engineering services for preparing and submitting the MS4 General Permit application, and Council Member Bass seconded the motion. Motion carried 4-0.

- 13. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Purchase of Agenda Management Software

Council Member Dominy made a motion to approve the purchase of a new Agenda Management Software, and Council Member Lisenby seconded the motion. Motion carried 4-0.

- 14. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND

PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2024-01, and Council Member Carpenter seconded the motion. Motion carried 4-0.

- 15. 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:

15.1 Section 551.074 – Personnel Matters to deliberate the duties of the City Administrator.

15.2 Section 551.074 – Personnel Matters to deliberate the duties of the Chief of Police.

Council adjourned into the Executive Session at 7:04 p.m.

- 16. RECONVENE**

The City Council meeting reconvened at 7:47 p.m.

- 17. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

None.

- 18. ADJOURNMENT**

Council Member Carpenter motioned to adjourn the meeting at 7:49 p.m., and Council Member Lisenby seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

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

MEETING DATE: February 27, 2024

TOPIC:	RESOLUTION NUMBER 24-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
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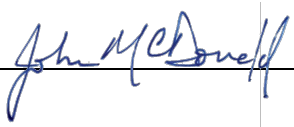
BACKGROUND:	The City of Spring Valley Village originally entered into an Interlocal Agreement with Harris County Sheriff's Office in 1991 for housing, supporting, maintain and confining municipal prisoners who are confined on Class C misdemeanors. These services are not utilized often; however, it is important for the City to have this Interlocal Agreement in place in case it is needed. The current Interlocal Agreement was approved on January 24, 2023, by Resolution No. 23-01 and expired on February 20, 2024. <u>There is no increase in fees this year.</u> This Resolution would approve the Interlocal Agreement with a new termination date of February 19, 2025.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution Number 24-XX
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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# _____ ☐ \$ _____ 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: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 
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RESOLUTION NUMBER 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINED MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council of the City of Spring Valley Village, Texas, has before it a proposed Renewal of the Interlocal Agreement by and between Harris County and the City of Spring Valley Village, Texas, for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails ("the Renewal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Renewal and all related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of the Renewal and to authorize the Mayor to execute the Renewal 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 above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Renewal of the Interlocal Agreement by and between Harris County, Texas, and the City of Spring Valley Village, Texas for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails..

Section 3. The City Council also authorizes the Mayor to execute the Renewal on behalf of the City of Spring Valley Village and all other documents in connection therewith.

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

DULY PASSED AND APPROVED this the 27th day of February, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

EXHIBIT "A"

TO

RESOLUTION NUMBER 24-XX



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

February 19, 2024

Jasmine Torres
1025 Campbell Road
Houston, Texas 77055
jtorres@springvalleytx.com

Re: Job No. 00000838 – House, Support, Maintain and Confine or Detain City Prisoners in Harris County Jails

Dear Mrs. Torres:

The contract to provide House, Support, Maintain, and Confine or Detain City Prisoners in Harris County Jails expires February 20, 2024. If your company will renew the contract under the same terms and conditions, with a no increase in pricing, please advise the Purchasing Department in writing by **March 1, 2024**. You may respond by email to: Priscilla.Salinas@pur.hctx.net. This renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County, and approval by Commissioners Court.

In addition, if you wish to renew, please provide **1) an updated certificate of insurance with Harris County listed as additional insured**, and **2) Signed Form 1295 (Certificate of Interested Parties)** using the above Project number and title as reference. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Lastly, in accordance with the terms of the contract, completion of the attached usage report to indicate the quantities of each line item purchased during the period February 21, 2023 – February 20, 2024, is requested. The usage report is also due **March 1, 2024**.

If you have any questions, please call me at (713) 274-4420.

Sincerely,

//s// Priscilla Salinas

Priscilla Salinas
Buyer

PS
Attachment

City of Spring Valley Village will renew the contract under the same terms and conditions with no increase in pricing for the term February 20, 2024, through February 19, 2025.

Signature

Date

Printed Name

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

01\01\2024
thru 01\31\2024
Zone is: SPRING VALLEY

Type	Description	# Of Calls
6	ACCIDENT	20
145	ACCIDENT - FSGI	2
22	ALARM	26
23	AMBULANCE CALL	21
24	ANIMAL CALL	9
149	BURGLARY - MOTOR VEHICLE	1
135	BUSINESS CHECK	2,604
48	CITY CREW REPAIRS	2
60	FIRE CALL	8
68	HOUSE CHECK	83
70	INFORMATION	42
71	INVESTIGATION	4
76	LOUD NOISE	3
159	MOTORIST ASSIST	8
81	OPEN DOOR	8
162	PARKING VIOLATION	1
86	PUBLIC RELATIONS	201
92	SERVICE CALL	1
96	SOLICITOR	4
99	STALLED VEHICLE	19
100	STREET LIGHT REPAIR	1
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	5
105	SUSPICIOUS VEHICLE	20
154	THEFT	1
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	405
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	4
42	WARRANT SERVICE	2
116	WATER LEAK	1
117	WELFARE CONCERN	2
Total		3,518

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

January 1, 2024 - January 31, 2024

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

CHANGED LANE WHEN UNSAFE	2
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT FUTURE	1
CRIMINAL TRESPASSING	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	3
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	15
DEFECTIVE HEAD LAMPS	72
DEFECTIVE HEAD LIGHTS	21
DEFECTIVE STOP LAMP(S)	22
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	15
DEFECTIVE- WHITE LIGHT TO THE REAR	1
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	1
DISPLAY/ EXPIRED REGISTRATION	207
DRIVERS LICENSE-PERMIT UNAUTHORIZED PERSON TO DRIVE	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	9
DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	2
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	23
EXPIRED BUYER TAG	7
EXPIRED DEALER TAG	3
EXPIRED DRIVERS LICENSE	10
FAIL TO CONTROL SPEED	1
FAIL TO DISPLAY DRIVERS LICENSE	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	108
FAIL TO REPORT CHANGE OF ADDRESS	8
FAILED TO DIM HEADLIGHTS - FOLLOWING	10
FAILED TO DIM HEADLIGHTS - MEETING	17
FAILED TO DRIVE IN A SINGLE LANE	1
FAILED TO SIGNAL INTENT TO TURN	1
FAILED TO SIGNAL TURN	2
FAILED TO SIGNAL TURN / LANE CHANGE	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	18
FAILED TO YIELD ROW TO EMERGENCY VEHICLE	1

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

January 1, 2024 - January 31, 2024

Official: All

Official Assignment:

Type of Stop: All

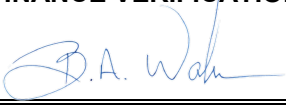
Stop Result: All

STEP: NONE

FOLLOWING TOO CLOSELY	1
ILLEGAL BUYERS TAGS	3
ILLEGAL PARKING - NO PARKING ANY TIME	1
ILLEGAL WINDOW TINT	3
NO DRIVERS LICENSE	78
NO FRONT LICENSE PLATE	15
NO LICENSE NUMBER PLATES-TRAILER	3
OPEN CONTAINER	3
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	3
OPERATE UNREGISTERED MOTOR VEHICLE	2
RAN RED LIGHT	4
RAN STOP SIGN	39
SPEEDING - REDUCED SPEED	1
SPEEDING (NU)	3
SPEEDING >10% ABOVE POSTED LIMIT	107
SPEEDING IN SCHOOL ZONE	5
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	2
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	2
VIOLATE DL RESTRICTION B	1
WRONG LICENSE PLATE OR INSIGNIA	2
WRONG/ALTERED/OBSCURED LICENSE PLATE	4
Grand Total	871

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

MEETING DATE: February 27, 2024

TOPIC:	Approval of funds to repair motor for Water Well #2 in an amount not to exceed \$76,704.00.
BACKGROUND:	On January 22, 2024, Public Works Staff were alerted to a motor failure on Water Well #2. Alsay Incorporated was contacted to evaluate the motor. Subsequently the motor was pulled to take to their shop and diagnose and a rental motor was placed in the well to keep normal operations intact. On February 15, 2024, City Staff received the repair breakdown and quote to rebuild the 300 HP motor for Water Well #2. This quote includes the cost of the rental motor currently in place. The total of the quote including rental and repairs is \$76,704.00. Due to the importance of getting this repair initiated and the cost of the rental motor, staff consulted with the Mayor and moved forward with authorizing the repairs. As this repair was unforeseen, this is an unbudgeted expense. However, Fund 15, the Capital Replacement Fund does have funds available to cover this cost. Staff is seeking Council Authorization to redirect budgeted funds to cover this cost.
RECOMMENDATION:	Staff recommends approval of the request.
ATTACHMENTS:	• Quote for Repairs/Rental Pump from Alsay Incorporated. • Repair Breakdown
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: Kristina Watson, Public Works Director	CITY ADMINISTRATOR APPROVAL: 



Quotation

Quote Prepared by: **Brandon Upton**

brandon.upton@alsaywater.com

www.alsaywater.com

Office 281-444-6960

Cell 832-799-0812

IT'S ALL ABOUT THE WATER.

6615 Gant Road

Houston, TX 77066

Quoted To:	Ship To:	Quote Info
City of Spring Valley Village	1025 Campbell Rd	Date: 1/22/24
ATTN: Miguel Ramirez	Houston Tx, 77055	Quote# : 012224BU
		Job Name: Spring Valley Rental

LINE ITEM SUMMARY

LINE	QTY	DESCRIPTION	NET PRICE	EXT. PRICE
1	1	Remove Existing Motor and Install Rental	\$ 1,000.00	\$ 1,000.00
2	11	300 Hp Motor Rental (Per Week)	\$ 2,100.00	\$ 23,100.00
3		(Starting 1/22/24)	\$ -	\$ -
4	1	Removal of Rental Motor and Install Org./New Motor	\$ 1,000.00	\$ 1,000.00
5	1	Repair of org. 300 Hp Motor	\$ 51,604.00	\$ 51,604.00
6			\$ -	\$ -
7			\$ -	\$ -
8			\$ -	\$ -
9			\$ -	\$ -
10			\$ -	\$ -
11			\$ -	\$ -
12			\$ -	\$ -
13			\$ -	\$ -
14			\$ -	\$ -
15			\$ -	\$ -
16			\$ -	\$ -
17			\$ -	\$ -
18			\$ -	\$ -
19		Lead time - 7-8 weeks	\$ -	\$ -

QUOTE VALID FOR 30 DAYS - SALES TAX TO BE ADDED IF TAX EXEMPT CERT IS NOT SUPPLIED



Total: \$ 76,704.00



Quote Number: _____ Customer Ref.: SPRING VALLEY

☒ Motor ☐ Pump ☐ Gearbox ☐ Servo ☐ AC ☐ DC

Name Plate Data & Motor Attachments:

HP: 300 MODEL: _____ FRAME: 447TP
MFGR: USEM ID#: B0320192145-0001-R-0001
VOLTS 460 RPM: 1,785 AMPS: 339

TYPE: RUS ENCLOSURE: ODP J.BOX POS. _____
COUPLING: Y PULLEY: _____ GEAR: _____ BRAKE: _____
BLOWER: _____ TACHOMETER: _____ ENCODER: _____ GEARBOX: _____
C.C. PUMP: _____ LIFT PUMP: _____ TURBINE PUMP: _____
KLIXONS: _____ PTC'S: _____ HEATERS: _____ JUNCTION BOX: N

Incoming Inspection:

STATOR INCOMING MEGGER: 0
MEGGER RETEST AFTER HEATERS: -
ROTOR INCOMING MEGGER: -
MEGGER RETEST AFTER WASH AND BAKE: -
BRUSHHOLDER I REPLACE FRICTION PADS, H - _____
MEGGER RETEST AFTER WASH AND BAKE: -

INCOMING SURGE TEST: _____

SURGE RETEST AFTER HEATERS: _____

INCOMING HI-POT TEST: _____

HI-POT RETEST AFTER WASH AND BAKE: _____

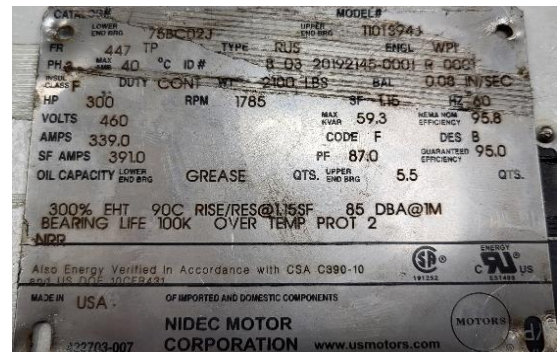
HIGH-CURRENT ROTOR BAR TEST: _____

BROKEN OR MISSING PARTS: _____

Cause Of Failure Analysis:

ELECTRICAL: WINDING SHORTED DUE TO CONTAMINATION

MECHANICAL: _____



Proposed Scope Of Work:

- | | |
|--|---|
| ☒ Disassemble | ☐ Bore & Bush PE Brg Housing |
| ☒ Clean All Parts | ☐ Bore & Bush OPE Brg Housing |
| ☒ Sandblast | ☐ Weld & Machine PE Brg Journal |
| ☒ Wash and Bake Stator | ☐ Weld & Machine OPE Brg Journal |
| ☐ Wash and Bake Fields | ☐ Bore & Bush Seal Housing |
| ☐ Wash and Bake Rotor | ☐ Weld & Machine Bearing Carrier |
| ☐ Wash and Bake Armature | ☒ Weld & Machine Shaft (other) |
| ☒ Install New Leads | _____ |
| ☐ Core Test | _____ |
| ☐ Rewind Stator (Form) | ☐ Machine New Keyway |
| ☒ Rewind Stator (Random) | ☒ Rebuild Mechanical Seals |
| ☐ Rewind Armature | ☐ Replace Mechanical Seals |
| ☐ Rewind Rotor | ☐ Replace Lip Seals |
| ☐ Rewind Fields | ☐ Replace O-Rings |
| ☐ Rewind Interpoles | ☐ Install New Oilers |
| ☐ Rewind Compensating Coils | ☒ Replace Heaters |
| ☐ Replace Commutator | ☐ Install & Seat New Brushes |
| ☐ Replace Slip Rings | ☐ Replace O-Rings |
| ☐ Turn, Undercut, & Polish Comm | ☒ Replace Bearings |
| ☐ Turn & Polish Slip Rings | ☒ Dynamic Balancing |
| ☐ Dip & Bake (Polyester) | |
| ☒ Dip & Bake (Epoxy) | ☒ Assemble |
| ☐ VPI Stator | ☒ Full Voltage Test Run |
| ☐ VPI Armature | ☒ Document Vibration & No-Load Amp Draw |
| ☐ Reinsulate Stator | ☒ Paint |

Additional Repairs / Notes:

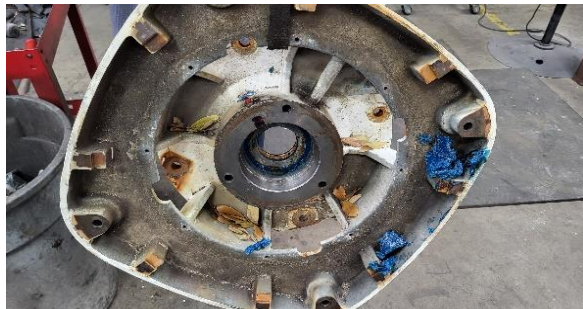
EPOXY PAINT

INSTALLING SPECIAL 230V/200W HEATERS



Quote Number: _____

Customer Ref.: SPRING VALLEY



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

MEETING DATE: February 27, 2024

TOPIC: Resolution Number 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING A PAVEMENT CONDITION ASSESSMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FUGRO USA LAND, INC.; 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: At the March 28, 2023, CIP meeting, staff discussed with council the need to reassess City infrastructure and determine the priority of paving, water, and sewer Capital Improvements projects moving forward. Projects under the current bond funds are nearing completion. It was the consensus of Council to initiate a new pavement assessment under this effort.

Working with Travis Sellers of IDS Engineering, city staff obtained proposals for this assessment. Three proposals were received. At \$29,000, Fugro USA Land, Inc. was the lowest. This project will take an estimated four months to gather data, analyze the information collected, and submit the final report to the city.

The full amount of the proposal was added to the budget for the 2024 fiscal year.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution Number 2024-XX
- Proposal from Fugro USA Land, Inc.

FUNDING ISSUES:

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

☒ Full amount already budgeted in Acct/Project# 10-50-5506

☐ 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# _____

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

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Kristina Watson, Director of Public
Works

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NUMBER 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING THE PAVEMENT CONDITION ASSESSMENT BY AND BETWEEN SPRING VALLEY VILLAGE, TEXAS AND FUGRO USA LAND, INC.; 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 Fugro USA Land, Inc. to provide engineering services for preparing and submitting a pavement and condition assessment by and between the City of Spring Valley Village, Texas and Fugro USA Land, Inc. (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 _____, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas



Proposal for the City of Spring Valley Village, TX Pavement Condition Assessment

May 30, 2023

Submitted to:

Mr. Travis Sellers, P.E., ENV SP
City Engineer – City of Spring Valley Village
c/o IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040
tsellers@idseg.com
832.590.7196



EST. 1955

SPRING VALLEY
V I L L A G E

Submitted by:

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754

Fugro Contact Person:
Sirous Alavi, Ph.D., P.E, PTOE
Pavement Engineering Director
E: salavi@fugro.com
T: (512) 977-1823

May 30, 2023

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754

Mr. Travis Sellers, P.E., ENV SP
City Engineer - City of Spring Valley Village
c/o IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040

Dear Mr. Sellers,

Fugro USA Land, Inc. is pleased to submit this proposal to perform a pavement condition assessment for Spring Valley Village, Texas (City).

Fugro's project team has the experience and resources necessary to deliver the project on time and to the quality standards expected by the City of Spring Valley Village, Texas. We have had the privilege of providing pavement engineering & management services within the State of Texas. We understand that distress data collection in two directions will be approximately 37 test miles. Based on our experience with other similarly sized projects, we have put together this document to provide an overview of our related roadway assessment and management plan services, our team's qualifications as well as our proposed scope of work, schedule, and price.

We welcome the opportunity to apply our experience and knowledge to this important project for the City. Please do not hesitate to contact me at 512-977-1823 or by e-mail at salavi@fugro.com if you have questions or need additional information. Thank you for this opportunity to submit our proposal.

Best regards,

Fugro USA Land, Inc.



Sirous Alavi, Ph.D., P.E., PTOE
Manager, Pavement Engineering & Infrastructure Management

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B. Fugro Profile

In this section, Fugro USA Land, Inc. (Fugro) provides general information about our firm.

B.1 History of Fugro

Fugro has over 45 years of experience with pavement and roadway asset data collection. Fugro provides services for all aspects of pavement management and evaluation, planning and oversight, developing maintenance and rehabilitation strategies, and optimizing network conditions within available budgets. Our services deliver value by accurately diagnosing, and prioritizing maintenance and rehabilitation activities. Nearly 50% of State Department of Transportation's (DOTs) and numerous federal and municipal agencies rely on our automated data collection technology for their roadway asset management needs, and we have approximately a quarter of a million miles presently under contract for data collection and analysis services. Fugro has collected and processed more than 3,000,000 miles of pavement data in North America in the past few decades.

B.2 Fugro Pavement Management System (PMS) Services

Fugro pavement management experience includes developing condition listings, condition maps, work plans, budget optimization, and maintenance and rehabilitation alternatives for agencies. Our pavement engineers are experienced with a variety of pavement management software packages such as Cartegraph, StreetSaver, AgileAssets, and PAVER. Fugro can provide tailored pavement management solutions to clients based on their specific needs. Fugro has provided pavement management services for all different-sized agencies with a wide variety of needs, including:

- Data migration from legacy systems
- Loading of Pavement Management Data
- Pavement Management Implementation
- Pavement Management System Update
- Network pavement condition reporting
- Work Plans and Budget Analysis
- Performance Modeling
- Presentations to City Councils

B.3 Structure of Fugro USA Land, Inc.

- Texas Corporation
- Established in 1962
- 21 offices across the USA
- 57 years of experience
- Over 10,000 employees globally
- Over 500 employees in the USA
- Texas P.E. Board Firm #299
- Federal ID No. 74-2426512
- Texas VID No. 1-74-2426512-6
- Texas Charter Business Cert. No. 800750681

C. Previous Performance/Experience

We believe we are uniquely qualified to meet the City's roadway pavement assessment and management needs. Fugro has state-of-the-art technology and the unrivaled local experience of handling similar projects for cities in Texas. Briefly discussed below are our capabilities, our experience, and our proposed project team.

C.1 Key Staff

C.1.1 Project Manager – Ms. Mainey James, P.E.

Ms. Mainey James, P.E. is proposed as the Project Manager. She has a Master of Science Degree in Civil Engineering from the University of Arkansas with over twelve years of experience in pavement

engineering including pavement evaluation, design, management, and research. She is a licensed professional engineer in the state of Texas. Her research experience includes FHWA Long-Term Pavement Performance (LTPP) study evaluating the influence of materials, climate, traffic, and pavement distresses on the long-term performance of pavements, the National Cooperative Highway Research Program (NCHRP) projects for performance-based specification for pavement construction, sensitivity analysis of AASHTOWare Pavement ME Design software for materials characterization, deflection back-calculation analysis, analysis of seasonal impacts on pavement evaluation, and pavement forensic investigation. She also assisted the City of Dallas network-level structural capacity testing and evaluation using Falling Weight Deflectometer (FWD), remaining life analysis, and life-cycle cost analysis. She has worked on several pavement management update projects including for the Cities of McKinney, Abilene, and Waller in Texas.

C.1.2 Senior Engineer – Mr. Michael P. Tavares, P.E.

Mr. Michael P. Tavares, P.E. is a Senior Engineer with Fugro. He has a Master of Science Degree in Civil Engineering from The University of Texas at El Paso with over 20 years of experience in pavement engineering. He is a licensed professional engineer in California and Nevada. Mr. Tavares has been accredited at the FHWA Pavement Distress Accreditation Workshops, Orange County Transportation Authority (OCTA) Rater Certification Program, and San Francisco Bay Area Metropolitan Transportation Commission (MTC) StreetSaver Pavement Distress Rater Certification Program. He is also certified by AgileAssets Partner's Program to carry out pavement analysis through a Pavement Analyst Module of the software. He has extensive experience with PAVER, StreetSaver, Cartegraph, and AgileAssets PMS inventory, updates, and PMP analysis and reporting working on a similar scope of services for over twenty cities in the US.

C.1.3 Distress Rating Supervisor – Mr. David Hunter

Mr. David Hunter brings over 10 years of industry experience to our team offering an exceptionally diverse set of skills that are focused on the successful delivery of data. He possesses expert-level programming skills and is responsible for our quality assurance routines. He is very knowledgeable on setting in-place analysis, quality verification, and trend tools to ensure the delivered data will stand the reasonableness test. Mr. Hunter's software training and experience is comprised of ArcGIS (including such extensions as Spatial Analyst, Geostatistical Analyst, 3D Analyst), AutoCAD, ER Mapper, Map Info Professional and Microsoft Office Suite.

C.1.4 Field Inspection Personnel

Mr. Wayne Billingsley has over 25 years of professional experience. His areas of expertise include managerial tasks, supervising the administration of streets, monitoring budgets, establishing policies, and field operations and inspections. At Fugro, he is responsible for field data collection activities and supervises the field crew based in Fugro's Austin office. He personally operates the ARAN for field data collection for pavement evaluation.

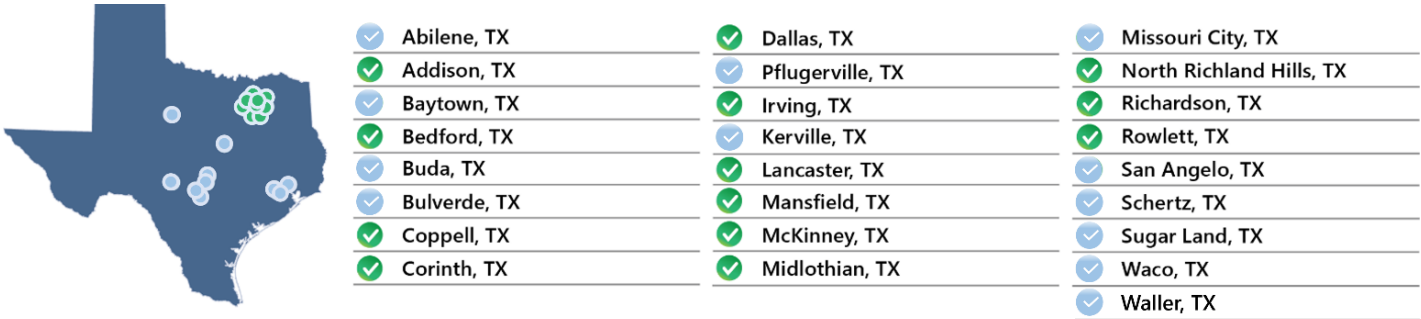
C.1.5 Additional Staff

In addition to the Fugro team members listed, there are over 200 Fugro experienced professionals including pavement engineering experts with graduate degrees (M.S. & Ph.D.), ARAN operators, data handling and processing units administrative support, and corporate support that work closely together

as one Fugro team to ensure the successful, on-time, and within-budget delivery of our project deliverables.

C.2 Fugro Relevant Experience

Fugro has a wealth of experience performing pavement condition assessment and pavement management services for government agencies across Texas, within the United States, and around the world. Figure 1 is a partial list of recent clients in Texas for which Fugro has provided pavement distress inventory, pavement management system updates, and mutilid-year M&R plan updates. Members of NCTCOG appear in green.



The following section provides a few of the projects conducted by Fugro in the last five years with similar scope of work.

City of Missouri City, TX		
	Start & Completion Dates	2019 –2020
	Scope of Work ■ 600 lane miles of automated pavement data collection, processing, and reporting including sidewalk condition survey. ■ Data import to City’s Cartegraph pavement management database ■ PMS software configuration & 5-year M&R work plan. ■ Data deliverables: Distress rating, updating their existing database, and summary of repair costs.	
City of Sugarland, TX		
	Start & Completion Dates	2020 –2021
	Scope of Work ■ 1,033 lane miles of automated pavement, asset, and Lidar data collection. ■ Data deliverables: PCI, IRI, rut, GPS, LRS, ROW imagery, distress, faulting ■ Asset Inventory including curb, curb ramps, traffic signals, linear pavement markings, and point pavement markings. ■ Fugro iVision data hosting for online data access and visualization	

City of McKinney, TX		
	Start & Completion Dates	2020 – 2021
	Scope of Work ■ 745 centerline miles (1,600 test miles) of automated pavement data collection, processing, and reporting. ■ Data deliverables: Pavement Cracking according to ASTM D6433, ROW digital images, and roughness data to International Roughness Index (IRI) ■ PMS Budget analyses and 10-year work plan.	

City of Kerrville, TX		
	Start & Completion Dates	2019 –2020
Scope of Work - 142 lane miles of pavement data collection, processing, and reporting. - Pavement management system update and PCI reporting. - Collected distress, ride quality measurements, and digital images.		
City of Dallas, TX		
	Start & Completion Dates	2016 –2021
Scope of Work - 11,700 lane miles of pavement data collection, processing, and reporting. - Pavement distress, texture, rut, ROW digital images, IRI, and PCI. - Assets including sidewalks, traffics signs, and other ROW assets. - Budget analyses, PMS deterioration modeling, PMS reports - Structural Evaluations: Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR), and Life Cycle Cost Analyses (LCCA).		

D. Available Resources and Consultant Locations

Fugro is committed to delivering a high-quality project for the City, and we are confident that we have the capacity and resources. With offices across the USA and Canada, including our headquarters in Houston, Texas, our position in North America is well-established. A diverse range of services and state-of-the-art technology enables us to help governments meet their objectives and management responsibilities. Fugro’s proposed project team has years of experience in the pavement management and pavement preservation. Our team is currently providing pavement management and engineering services to agencies such as the City of Schertz, the City of Desoto, the City of Waller, the City of Abilene, North Central Texas Council of Government (NCTCOG), Alaska DOT, Oklahoma DOT, and Texas DOT. Our proposed project manager, Ms. James, P.E., is located in Houston, Texas, and can be available for onsite meetings or site visits as needed.

E. Methodology, Approach and Timeline

We understand that the City is requesting a pavement assessment survey and PCI reporting for its roadway network. Fugro will provide all the necessary resources required to perform the professional services proposed for this project. We will have the following tasks:

- Task 1 - Kick-off Meeting and Project Data Review
- Task 2 - Pavement Data Collection and Data Processing
- Task 3 - PCI Analysis & Reporting

E.1 Task 1 - Kick-off Meeting and Data Review

Fugro will schedule a project kick-off meeting with City to confirm that all aspects of the project execution plan align with the project goals. We will begin by reviewing the project approach, methods, and tasks. Any gaps that are identified in the project approach will be resolved to finalize the field pavement data collection program. Fugro will adhere to the approved project schedule to meet the goals of the City. Fugro anticipates meeting via MS Teams or in person with City staff at the following milestones:

- Kick-off Meeting
- Vehicle Visit
- Final Deliverables

E.2 Task 2 - Pavement Data Collection and Processing

Fugro will conduct the automated pavement condition of approximately 37 test miles using Fugro's ARAN as shown in Figure 2. Right-of-Way (ROW) and pavement images will be collected for each lane surveyed using the ARAN. ROW images will be collected at an interval of 25 feet, and pavement images will be collected continuously along the surveyed lane.

E.3 Task 3 – PCI Analysis and Reporting

Fugro will utilize the ASTM D6333-20 specification, Standard Practice for Roads and Parking Lots for Pavement Condition Index Surveys to determine the PCI values for collected roadways.

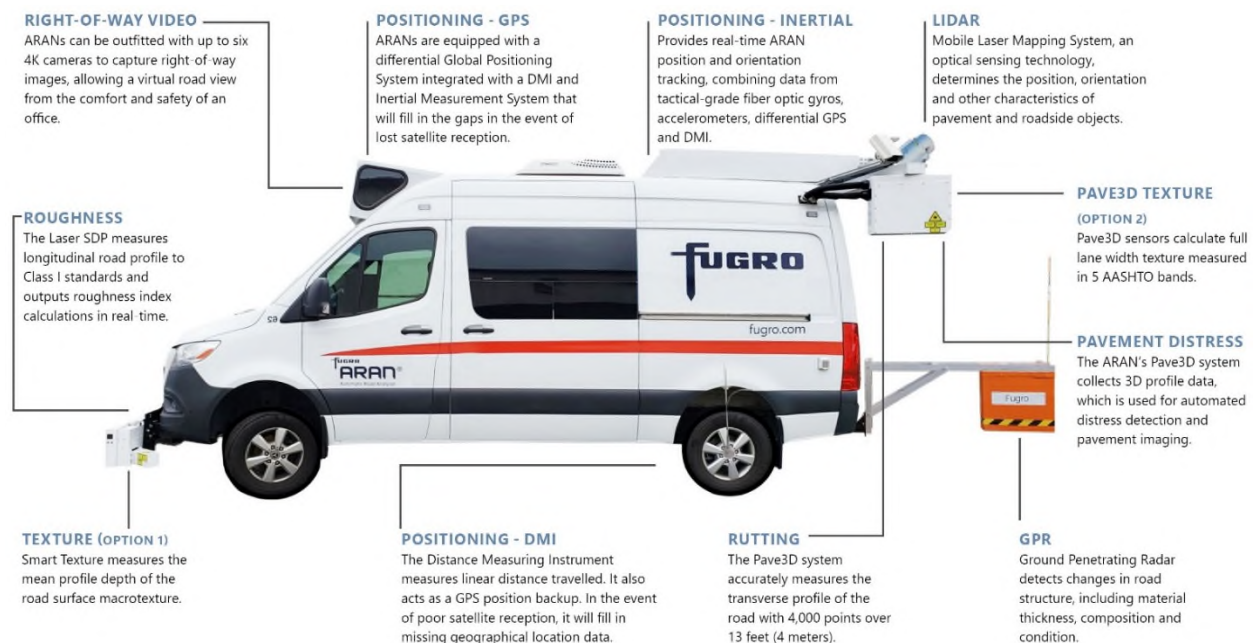


Figure 2: The Automatic Road Analyzer (ARAN)

Automated distress data collection will be performed per the ASTM D6433 Standard Practice for Roads and Parking lots Pavement Condition Index Surveys. Pavement images will be utilized to rate the distresses observed for each road. Data processing and data quality check (QC) will be performed per the defined protocols. Pavement ride quality and rutting will be collected as part of the automated data collection using ARAN. The typical data that will be collected and reported to the City for each lane surveyed is the following: Street Name and Segment ID, Segment Length and Pavement Width, Survey Date, Pavement Surface Type, Surface Distress, Pavement Condition Index (PCI), and International Roughness Index (IRI) (Added Value).

Fugro's Vision software provides several features, including data processing and QC per defined data collection protocols. Vision software facilitates the entire data processing workflow from the ARAN to the final deliverable formats, including key modules for Data Upload, Linear Referencing/ Segmentation, Video Quality Analysis, Sensor Data Quality Analysis and Pavement Distress, and Report Generation thus allowing a high-quality data collection and processing. The Report Generator wizard of Vision facilitates the creation of custom reports for data upload to Pavement Management System (PMS) or Asset Management System (AMS) applications.

E.4 Project Schedule

Fugro proposes the following timeline (Figure 3) to complete the pavement assessment project for the City of Spring Valley Village.

Task	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Notice to Proceed																
Kick-off Meeting																
Project Setup																
Data Collection																
Data Processing																
Pavement Analysis																
Preliminary Results																
Draft Report																
Final Report																

Figure 3: Project Schedule

Note: The data collection start date is dependent on equipment availability at the time the notice to proceed is received. An updated schedule will be provided to the client once the data collection is scheduled.

F. Cost Proposal

Fugro proposes the following fees per task as described in the proposed scope of work for 37 test miles. The fee does not include the purchase of a PMS software for the City.

Tasks	Cost
Task 1 - Kick-off Meeting and Data Review	\$5,000
Task 2 - Pavement Data Collection and Processing	\$18,000
Task 3 - Pavement Management Analysis	\$6,600
Total	\$29,600

Please note that additional services are available to the City including asset inventories using our ARAN digital images. The calibrated images from the ARAN survey include forward-facing, side, and/or rear-view images. For an additional cost, each asset could be cataloged from the images and would include inventories and assessments for common features such as sidewalks, curb ramps, signs, and locations of curb and gutter. This is an efficient cost-effective method of asset inventory as the images are collected with the distress survey and the cataloging is completed on a desktop.

G. Closing

To indicate acceptance of this proposal, please have the signature block on the next page signed by a duly authorized representative and return one copy to us for our files. We have also included the Fugro Schedule 40.01, which describes our standard agreement.

On behalf of Fugro, we appreciate the opportunity to submit this letter proposal to you and look forward to working with you on this project. Please do not hesitate to contact me by email at salavi@fugro.com or by phone at 512-977-1823 if you have any questions or need additional assistance.

Best regards,



Sirous Alavi, Ph.D., P.E., PTOE

Manager

Pavement Engineering & Infrastructure Management, Americas

CLIENT:

Date: _____

Name/Title: _____

Signature: _____

Organization: _____

Fugro Schedule 40.01

1. Parties to This Agreement

CLIENT as used herein is the entity who authorizes performance of services by Fugro USA Land, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro USA Land, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).

2. On-site Responsibilities and Risks

- 2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
- 2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
- 2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
- 2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
- 2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.

3. Standard of Care

- 3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
- 3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.

4. Limitation of Remedies

To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities (including attorney's fees, litigation expenses and costs of court) in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved.

5. Invoices and Payment

At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.

6. Data, Records, Work Product and Report(s), and Samples

Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.

7. Indemnification

Each party (Indemnitor) shall protect, defend, indemnify and hold harmless the other party (Indemnitee) from and against any claims, damages, losses, and costs arising from this Agreement or the project, including, but not limited to, reasonable attorney's fees and litigation costs, to the extent such claims, damages, losses or costs are caused by the sole negligence of the Indemnitor.

8. Consequential Damages

Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.

9. Biological Pollutants

FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.

10. Acceptance of Agreement

These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.

11. Termination of Contract

CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.

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

MEETING DATE: February 27, 2024

TOPIC: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTRATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

BACKGROUND: On May 17, 2023, City Council adopted Ordinance 2023-05, amending the Code of Ordinances, Chapter 8, Personnel and Administration, Article 8.100 – City Administrator, Section 8.105(d) – Powers and Duties, to place all departments under the supervision of the City Administrator.

To clean up the code and address a conflict created by this previous amendment, this ordinance amends Article 8.400 – Police Department, Section 8.404 Executive Office, to require the Police Chief to report to the City Administrator for all administrative matters not related to law enforcement operations.

RECOMMENDATION: Staff recommends approval of the ordinance.

ATTACHMENTS:

- Ordinance 24-XX Amending the Code of Ordinances, Article 8.404, Executive Office of Department.

FUNDING ISSUES:

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

☐ Full amount already budgeted in Acct/Project# 25-50-7518

☐ 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# _____

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

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

John McDonald, City Administrator

CITY ADMINISTRATOR APPROVAL:



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTRATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

WHEREAS, the City of Spring Valley Village desires to amend its ordinance to require the Chief of Police to report to the City Administrator related to all administrative matters not related to law enforcement operations; and

WHEREAS, the City Council of the City of Spring Valley Village finds that the amendments set forth in this ordinance are in the best interest of the health, safety and welfare of the citizens.

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

Section 1. The facts and matters contained in the preamble of this ordinance are hereby found to be true and correct.

Section 2. Section 8.404, Executive Office of Department, of Article 8.400, Police Department, of Chapter 8, Personnel and Administration, by adding the language underscored below and deleting the language struck through below:

“Section 8.404, Executive Office of Department

The chief of police is the executive officer of the department for law enforcement operational purposes. The chief of police shall report to the City Administrator for all administrative matters not related to law enforcement operations. The chief of police shall be appointed by the city council. The chief of police shall serve at the will and pleasure of the city council, and shall be subject to discharge at any time, with or without cause, by a majority vote of those members of the city council qualified and serving. It is specifically provided that no person appointed to the position of chief of police shall have any entitlement, contractual right, or property right in such position or to continued employment by the city. He or she shall have

the authority to hire and discharge all employees of the police department, and in addition, promote, demote, discipline, and take any and all other personnel actions necessary for the operation of the police department in conjunction with the personnel policies of the City. He or she shall have the authority for enforcement of police department policies and police officers' responsibilities, together with full responsibility for the complete discharge of all duties imposed on him or her and the other police officers by law. The chief of police shall be the keeper of the city jail and shall have custody of all persons incarcerated therein. He or she shall have the custody of all lost, abandoned, or stolen property recovered in the city. He or she shall keep such records and reports concerning the activities of the department as may be required by statute or by the city council. The chief of police shall be responsible for the performance by the police department of its functions and duties, and all persons who are members of the police department, including all members of the police reserve force, shall serve subject to the orders of the chief of police.”

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein.

Section 6. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED, APPROVED AND ORDAINED on this the 27th day of February, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

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

MEETING DATE: February 27, 2024

TOPIC: **Consideration and Possible Action** on an Ordinance of the City of Spring Valley Village, Texas, Amending Chapter 7, Offenses and Nuisances, of the Code of Ordinances by the Adoption of a New Article 7.900, Camping in Public Place Prohibited, Establishing a Prohibition Against Camping in Public Places, Amending Sec. 1.2103, Regulations, of Article 1.2100, Rules and Regulations of City Greenspace, Sec. 1.1803, Offenses, of Article 1.1800, Rules and Regulations of Public Parks of Chapter 1, General Provisions; Providing a Severability Cause, Enforcement Procedures, and a Penalty in an Amount not to Exceed \$2,000.00 for Each Violation of this Ordinance with Each Day Constituting a Separate Violation.

BACKGROUND: Currently, the City's Code of Ordinances has no specific prohibition on camping in public places. While there are some state laws that may apply, after consulting with the City Attorney, it was advised that we adopt our own rules to allow us additional tools to address this issue.

The proposed ordinance creates a new article, Article 7.900 – Camping in Public Places Prohibited. An allowance for the granting a permit to camp is included. Other sections are amended to bring in line with the new language.

RECOMMENDATION: Staff recommends adoption of the ordinance.

ATTACHMENTS:

- Ordinance 24-XX amending the Code of Ordinances to Prohibit Camping in a Public Place

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:
John McDonald, City Administrator

CITY ADMINISTRATOR APPROVAL:



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY THE ADOPTION OF A NEW ARTICLE 7.900, CAMPING IN PUBLIC PLACE PROHIBITED, ESTABLISHING A PROHIBITION AGAINST CAMPING IN PUBLIC PLACES, AMENDING SEC. 1.2103, REGULATIONS, OF ARTICLE 1.2100, RULES AND REGULATIONS OF CITY GREENSPACE, SEC. 1.1803, OFFENSES, OF ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS OF CHAPTER 1, GENERAL PROVISIONS; PROVIDING A SEVERABILITY CLAUSE, ENFORCEMENT PROCEDURES, AND A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION.

WHEREAS, The City Council of the City of Spring Valley Village, Texas finds that unauthorized public camping increases the risk of unsanitary conditions in public places and human trafficking activities;

WHEREAS, The City Council of the City of Spring Valley Village, Texas finds that a prohibition on unauthorized public camping can result in a meaningful reduction in violent, property, and nuisance street crimes;

WHEREAS, The City Council of the City of Spring Valley Village, Texas finds that a prohibition on unauthorized public camping can result in greater access to and use of rehabilitation and subsidized housing programs for the unhoused;

WHEREAS, The City Council of the City of Spring Valley Village, Texas finds that there are appropriate nonprofit organizations within the limits of the city that can provide information on the dangers of human trafficking and alternate housing support;

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it to be in the best interest of the health, safety and welfare of its residents to amend the City's Code of Ordinances to adopt article 7.900, Camping in Public Place Prohibited, amending Section 1.2103, Regulations, of Article 1.2100, Rules and Regulations of City Greenspace, amending Section 1.1803, Offenses, of Article 1.1800, Rules and Regulations of Public Parks of Chapter 1, General Provisions; **NOW, THEREFORE:**

BE IT ORDAINED 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 Ordinance are hereby found to be true and correct.

SECTION 2. Chapter 7, Offenses and Nuisances, of the City’s Code of Ordinances is hereby amended by adding thereto a new Article 7.900, Camping in Public Place Prohibited, as indicated in the language underscored below:

“Article 7.900 – Camping in Public Place Prohibited¹

§ 7.901 – Definitions

As used in this article, the following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Camp shall mean to reside temporarily in a place, with shelter.

Public Place shall mean any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, pedestrian ways, parking lots, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops. Public place shall include public parks as defined by Sec. 1.1801, Definitions, of Article 1.1800, Rules and Regulations of Public Parks, of Chapter 1, General Provisions, of the Code of Ordinances. Public place shall include greenspace as defined by Sec. 1.2101, Greenspace Defined, of Article 1.2100, Rules and Regulations of City Greenspace, of Chapter 1, General Provisions, of the City’s Code of Ordinances.

Shelter shall mean a tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, vehicle or any form of temporary, semipermanent, or permanent shelter, other than clothing or any handheld device, designed to protect a person from weather conditions that threaten personal health and safety.

§ 7.902 – Purpose

It is the purpose of this article to establish rules and regulations governing the prohibition of camping in public places.

§ 7.903 – Regulation

- (a) It shall be unlawful for any person to camp in a public place within the limits of the city.
- (b) Evidence of camping may include:
 - (1) presence of a shelter;

¹ State Law Reference – Section 48.05, Prohibited Camping, Chapter 48, Conduct Affecting Public Health, Texas Penal Code

- (2) cooking;
 - (3) making a fire;
 - (4) storing personal belongings for an extended period;
 - (5) digging and earth breaking activities; or
 - (6) sleeping.
- (c) Unless a law enforcement officer determines that there is an imminent health or safety threat, a law enforcement officer shall, before citing a person for violation of this article, make a reasonable effort to:
 - (1) advise the person of a lawful alternative place to camp, if available;
 - (2) advise the person, to the best of the law enforcement officer's knowledge, of available shelter or housing; and
 - (3) contact, if reasonable an appropriate, a nonprofit organization operating within the city, and request the organization to provide the person with any information known or resources available by that organization that would reduce the likelihood of the person suspected of committing the offense continuing to camp in the public place.

§ 7.904 – Exceptions

The provisions of this article shall not apply to activities granted by permit by the City Administrator or designee for the use of Public Parks.

§ 7.905 – Penalty

Any person intentionally, knowingly, recklessly or with criminal negligence violating any provisions of this article shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty provision found in Section 1.106 of this code.”

SECTION 3. Section 1.2103, Regulations, of Article 1.2100, Rules and Regulations of City Greenspace, of Chapter 1, General Provisions, of the City’s Code of Ordinances is hereby amended by removing language struckthrough and adding thereto the language underscored below to read as follows:

“§ 1.2103 - Regulations

It shall be unlawful for any person to:

- (a) Permit or allow any child under the age of ten (10) years to use of the city greenspace without adult supervision;
- (b) Use any motorized equipment or vehicle, including, but not limited to, automobiles, motor bikes, motorcycles, mopeds, go carts, or motorized models in the greenspace; provided, however, nothing herein shall be construed to prohibit (1) motorized equipment used for the purposes of maintenance or for other public purposes, done by or at the discretion of the city or (2) a handicapped person to operate a powered "scooter" on trails in the greenspace;
- (c) Use, operate, or ride bicycles, tricycles, skateboards, rollerblades, skates, or other similar devices in the greenspace; provided, however such devices may be walked without riders through the greenspace;
- (d) Place or leave trash, refuse, or litter in the greenspace, except in receptacles furnished for that purpose by the city;
- (e) Permit or possess any animal, except for dogs and cats on leashes and under control, within the boundaries of the city greenspace;
- (f) Fail to remove any waste left by such animal in the greenspace;
- (g) Fail to notify a city official at the city hall or the police department of any injury or damage to persons or property occurring in such greenspace;
- (h) Possess or bring any glass container into a city greenspace;
- (i) Damage, deface, vandalize, or remove any greenspace amenity, structure, or apparatus such as but not limited to signs, water fountains, benches, bicycle racks, and trash cans;
- (j) Possess fireworks of any kind, including sparklers, in the greenspace;
- (k) Have an open fire of any kind in the greenspace;
- (l) Disturb wildlife or remove nesting in the greenspace;
- (m) Damage, disturb, deface, vandalize, or remove any trees, plants, shrubs, flora, fauna, or rocks in the greenspace;

- (n) Plant anything in the greenspace without written approval by the city administrator;
- (o) Leave or otherwise abandon domesticated animals in the greenspace;
- (p) Smoke any product such as cigarettes, cigars, and pipes in the greenspace;
~~or~~
- (q) Possess or use an air gun or paint gun in the greenspace; or
- (r) Camp as defined in Article 7.900, Camping in Public Places Prohibited, of Chapter 7, Offenses and Nuisances, of this Code of Ordinances.

SECTION 4. Section 1.1803, Offenses, of Article 1.1800, Rules and Regulations of Public Parks, of Chapter 1, General Provisions, of the City’s Code of Ordinances is hereby amended by adding thereto the language underscored below to read as follows:

“§ 1.1803 - Offenses

- (a) Public Parks . Within the limits of any public park in the city limits, it shall be unlawful for any person to do or perform any of the acts specified below, except as otherwise may be provided:
 - (1) Operate and/or use any motor vehicle or motorized equipment in and/or upon a public park except in certain areas, drives and pathways specifically designated or authorized for such purpose, including, but not limited to: automobiles, airplanes, drones, motor bikes, motorcycles, all-terrain vehicles (ATVs), mopeds, go-carts, or motorized models.
 - (2) Operate any motor vehicle or motorized equipment in areas designated for the operation of such motor vehicles or motorized equipment in willful or wanton disregard for the safety of persons or property.
 - (3) Park any motor vehicle or motorized equipment upon the grass, lawn, or any other areas within a public park that have not been designed for parking purposes.
 - (4) Park any motor vehicle or motorized equipment in any parking lot or parking area so as to obstruct, block or hinder ingress or egress of such parking lot or parking area.
 - (5) Permit or allow any child under the age of ten (10) years of age to make use of a public park without adult supervision.

- (6) Place or leave trash, refuse, or litter except in receptacles furnished for that purpose by the city.
 - (7) Permit animal(s), other than domestic dog(s) and domestic cat(s) on a leash, within a public park. In addition to this prohibition, it shall be an additional offense for any person who permits any animal within a public park boundaries and fails to remove any waste left by such animal.
 - (8) Fail to notify a city official at the city hall or the police department of:
 - (i) A defective or dangerous condition at a public park, or
 - (ii) Any injury or damage to persons or property occurring at a public park.
 - (9) Possess within or bring any alcoholic beverage(s) into a public park.
 - (10) Possess within or bring any glass container(s) into a public park.
 - (11) Offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived in a public park without first obtaining the required permit as provided in this article.
 - (12) Allow a public gathering in a public park without first obtaining the required permit as provided in this article.
 - (13) Camp, as defined in Article 7.900, Camping in Public Places Prohibited, of Chapter 7, Offenses and Nuisances, of this Code of Ordinances.
- (b) Nothing herein shall be construed to prohibit motor vehicles or motorized equipment used for the purpose of maintenance or for other public purposes performed by or at the direction of the city.”

SECTION 5. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction, shall be subject to a fine in the amount not to exceed \$2,000.00 for any violation hereof, with each day being a separate violation.

SECTION 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance

shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ORDAINED on this _____ day of _____ 2023

MARCUS VAJDOS, MAYOR

ATTEST:

JASMIN TORRES, CITY SECRETARY

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

MEETING DATE: February 27, 2024

TOPIC:	Ordinance Number 2024-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 4, 2024 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
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BACKGROUND:	During the candidate application filing period of January 17 to February 16, 2024, the City received only one application for each of the open positions in the General Election. We received applications from the following (listed in order of the date the application was received): • Joy McCormack (Council Member position) • Allen Carpenter (Council Member position) • Marcus Vajdos (Mayor position) Additionally, the City received no write-in candidate applications by the filing deadline of February 20, 2024. Since all of the applicants were unopposed, the City may cancel the General Election for this year. On Election Day, Saturday, May 4th, a notice will be posted on the front doors of City Hall making residents aware that the election was canceled. The notice will also be posted on the City's website. The applicants were informed and will be sworn in on May 28, 2024, City Council meeting.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	• Ordinance Number 2024-XX
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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# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 
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ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 4, 2024 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 4, 2024, for the purpose of electing a Mayor and two (2) members to the City Council for full terms in the general election; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

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

Section 1. The facts and matters contained in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein.

Section 2. The following candidates, who are unopposed in the May 4, 2024, General City Election, are declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

MAYOR

Marcus Vajdos (two-year term)

COUNCIL MEMBERS, AT LARGE

Allen Carpenter (two-year term)

Joy McCormack (two-year term)

Section 3. The May 4, 2024, General City Election is canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

Section 4. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any

phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

Section 5. This Ordinance shall take effect upon its final passage, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED this the 27th day of February, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

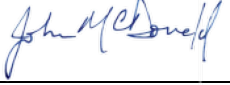
Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: February 27, 2024

TOPIC:	Award Of Competitive Sealed Bid Number CSB#2023-12-105 For Brighton Place Paving and Utility Improvements Project To Conrad Construction Co, LTD. In An Amount Not To Exceed \$6,250,674.50, (Total Bid Amount).
BACKGROUND:	On December 13, 2023, Competitive Sealed Bid Number 2023-12-105 Brighton Place Paving and Utility Improvements Project was issued by Cobb Fendley & Associates, on behalf of the City of Spring Valley Village. The bid closed on February 2, 2024, and seven bids were received. <u>Cobb Fendley & Associates recommends award of Competitive Sealed Bid Number CSB#2023-12-105 Brighton Place Paving and Utility Improvements Project to Conrad Construction Co, LTD. in an amount not to exceed \$6,250,674.50 (Total Bid Amount).</u> A copy of Cobb Fendley's recommendation letter is provided with this agenda item. While Conrad Construction was not the lowest bidder (they came in at number two), based on the history, experience, and references of the lowest bidder, it is the recommendation to go with the next in line. There is only a difference in bid amounts of approximately \$225,000. The Council should note that the total construction estimate provided for this Project during the March CIP meeting was \$6,929,136.00 and included with the most recent approved Capital Improvement Plan list. The recommended award of bid is \$678,461.50 under the original construction estimate. Based on the approved contract with Cobb, Fendley & Associates., and the recommended award of bid, the Total Project Cost (including engineering and construction management/inspection fees) is \$6,662,090.50 and is funded out of the second Certificate of Obligation Bond.
RECOMMENDATION:	Staff supports Cobb, Fendley & Associates recommendation to award Competitive Sealed Bid Number CSB#2023-12-105 for Brighton Place Paving and Utility Improvements Project to Conrad Construction Co, LTD., In an amount not to exceed \$6,250,674.50 (Total Bid Amount).
ATTACHMENTS:	• Bid Tabulation • Letter of Bid Award Recommendation from Cobb, Fendley & Associates

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

FUNDING ISSUES:	
☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7518</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# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Kristina Watson, Public Works Director	CITY ADMINISTRATOR APPROVAL: 

APPARENT LOW BIDDERS

Brighton Place Reconstruction

ID: 2212-056-01, 2023-12-105

Bid Summary	
Engineers Estimate	\$6.0M
Total Bids	7
AMLT \$	\$225,674.50
AMLT %	3.75%
Average Bid	\$7,050,083.30

	Bidder	BASE BID
1	iCON GC LLC <i>Submitted: 2/02/2024 12:44:03 PM</i>	\$6,025,000.00
2	Conrad Construction Co., LTD <i>Submitted: 2/02/2024 1:12:57 PM</i>	\$6,250,674.50
3	Teamwork Construction Services Inc. <i>Submitted: 2/02/2024 10:57:22 AM</i>	\$6,268,733.00
4	Environmental Allies <i>Submitted: 2/02/2024 10:26:24 AM</i>	\$6,820,786.83
5	TB Concrete Construction, Inc. <i>Submitted: 2/02/2024 12:08:28 PM</i>	\$6,829,652.00
6	MC2 Civil, LLC <i>Submitted: 2/02/2024 1:04:54 PM</i>	\$8,123,976.50
7	Grava LLC <i>Submitted: 2/02/2024 11:45:58 AM</i>	\$9,031,760.26

Bids opened at: 2/02/2024 2:05:13 PM

February 13, 2024

Ms. Kristina Watson
Public Works Director
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Re: **Recommendation of Award**
Brighton Place Reconstruction
CF Project No. 2212-056-01, SVV Project No. 2023-12-105

Dear Ms. Watson,

Spring Valley Village and CobbFendley received 7 bids for the Brighton Place Reconstruction on Friday, February 2 via Civcast submission. There were zero bids submitted at the City. Below is a table of the total bid for each bidder.

Bidder	Total	Bidder	Total
iCON GC LLC	\$6,025,000.00	TB Concrete Construction, Inc.	\$6,829,652.00
Conrad Construction Co., LTD	\$6,250,674.50	MC2 Civil, LLC	\$8,123,976.50
Teamwork Construction Services Inc.	\$6,268,733.00	Grava LLC	\$9,031,760.26
Environmental Allies	\$6,820,786.83		

The full bid tabulation is attached.

The City of Spring Valley Village Contract Documents and Technical Specifications includes the General Conditions of Bidding under Performance includes the minimum standards for responsible prospective bidders. Responsible prospective bidders must provide the following:

- A. Have adequate financial resources, or the ability to obtain such resources as required.
- B. Be able to comply with the required or proposed delivery schedule.
- C. Have a satisfactory record of performance.
- D. Have a satisfactory record of integrity and ethics.
- E. Be otherwise qualified and eligible as determined by the City to receive and award.
- F. Provide a minimum of three similar projects with references.

CobbFendley evaluated the two lowest bidders. iCON GC LLC and Conrad Construction Co., LTD both meet the required items A-E. Both bidders provided three projects and three references as required. CobbFendley prepared a list of set questions

to ask each reference. Below is a summary of the responses:

Questions	iCON	Conrad
1. Describe the project.	\$2.5M and less project, pavement only, minimal utilities	\$3M projects in SVV and Hunters Creek, full road reconstruction and utility
2. Completed on time & in budget?	1 yes, 1 ongoing 1 liquidated damages	2 yes, 1 weather delays
3. Unnecessary change orders?	2 no 1 contractor is requesting	2 no, 1 unforeseen circumstances
4. Would you hire again?	1 yes 2 for \$2M or less paving	3 definitely yes
5. Job site kept clean?	Yes	Yes
6. Happy with subcontractors?	Communication issues with subs	2 yes, 1 didn't use subs on the project
7. Pleased with quality of work?	2 yes, 1 issues w/subs	Yes
8. Any claims filed?	No	No
9. Contractor responded quickly to concerns?	Yes	Yes
10. Anything you would like to add?	Good at their work. Issues with subs. Majority of work was by subs.	Exceptional job keeping residents informed. Highly recommended.

Detailed questions with answers can be provided upon request.

Based on the type and size of projects provided and the references responses, I do not recommend the lowest bidder, iCON GC LLC, at this time for this particular project.

Based on similar projects and after a full review of the bids and qualifications of the bidder, we recommend awarding the contract to **Conrad Construction Co., LTD** inclusive of the base bid, extra bid item and allowances for a total of **\$6,250,674.50**. If you have any questions or require additional information, I can be contacted at jennifer.steen@cobbfendley.com or 936-718-8023.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.



Jennifer Steen, P.E.
Senior Project Manager

Attachment

PROJECT: BRIGHTON PLACE RECONSTRUCTION

CLIENT: SPRING VALLEY VILLAGE

DATE OF BID OPENING: FEBRUARY 2, 2024

TIME: 2:00 PM

CFA PROJECT NUMBER: 2212-056-01

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				ICON GC LLC		CONRAD CONSTRUCTION CO, LTD		TEAMWORK CONSTRUCTION SERVICES INC	
BASE UNIT PRICE ITEMS									
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 295,000.00	\$ 295,000.00	\$ 300,000.00	\$ 300,000.00	\$ 312,500.00	\$ 312,500.00
2	Installation of Project Sign	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 1,650.00	\$ 1,650.00	\$ 1,695.00	\$ 1,695.00
3	Contractor to Coordinate with Adjacent Property Owners and Public Entities on Advance Notification of Traffic Phasing Changes, Mail, Parking, Driveway Access, etc.	MO	12	\$ 200.00	\$ 2,400.00	\$ 3,750.00	\$ 45,000.00	\$ 495.00	\$ 5,940.00
4	Construction photographs	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 1,400.00	\$ 1,400.00	\$ 950.00	\$ 950.00
5	TPDES Submittal	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 105,000.00	\$ 105,000.00	\$ 125,000.00	\$ 125,000.00
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 10,948.59	\$ 10,948.59	\$ 4,500.00	\$ 4,500.00	\$ 2,950.00	\$ 2,950.00
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1.00	\$ 8,950.00	\$ 8,950.00
9	Removal of Existing Traffic Signs	EA	10	\$ 80.00	\$ 800.00	\$ 100.00	\$ 1,000.00	\$ 70.00	\$ 700.00
10	Provide and Install New Signs, Including Stop, Speed, Street Name, Speed Hump Sign and Children at Play	EA	26	\$ 350.00	\$ 9,100.00	\$ 700.00	\$ 18,200.00	\$ 395.00	\$ 10,270.00
11	Provide Traffic Control Throughout Project Duration. Include Mobile Changeable Traffic Signs, Flag Men, Low Profile Barriers, Barrels, Cones, Etc. as Needed for Each Phase of Construction	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 110,000.00	\$ 110,000.00	\$ 90,000.00	\$ 90,000.00
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 50,000.00	\$ 50,000.00	\$ 79,500.00	\$ 79,500.00
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,050.00	\$ 1,050.00	\$ 950.00	\$ 950.00
14	Removal of Tree 12 – 29.99", species varies	EA	8	\$ 1,500.00	\$ 12,000.00	\$ 1,550.00	\$ 12,400.00	\$ 1,200.00	\$ 9,600.00
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 2,100.00	\$ 4,200.00	\$ 2,250.00	\$ 4,500.00
16	Storm Water Pollution Prevention Including Inlet Protection, Construction Access, Stabilized Entrance, Complete in Place. Replace SWPP as needed during construction. Remove SWPP at construction completion.	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
17	Complete Removal of Sanitary Sewer as Needed for Construction. Sanitary sewer may be abandoned in place, where not in conflict with proposed utilities.	LF	333	\$ 35.00	\$ 11,655.00	\$ 16.50	\$ 5,494.50	\$ 28.00	\$ 9,324.00
18	Purchase and Installation of Temporary Mailboxes, Complete in Place	EA	119	\$ 160.00	\$ 19,040.00	\$ 100.00	\$ 11,900.00	\$ 95.00	\$ 11,305.00
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 8.00	\$ 75,520.00	\$ 6.75	\$ 63,720.00	\$ 6.00	\$ 56,640.00
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 5,850.00	\$ 11,700.00	\$ 7,000.00	\$ 14,000.00	\$ 4,195.00	\$ 8,390.00
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 1,580.00	\$ 3,160.00	\$ 4,500.00	\$ 9,000.00	\$ 2,950.00	\$ 5,900.00
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 3.80	\$ 35,872.00	\$ 1.50	\$ 14,160.00	\$ 2.00	\$ 18,880.00
23	Remove Existing Mailboxes, Place at Road ROW, Reinstall Existing Mailbox to Permanent Location Upon Completion of Phase, Complete in Place	EA	119	\$ 365.00	\$ 43,435.00	\$ 100.00	\$ 11,900.00	\$ 365.00	\$ 43,435.00
24	Remove and Cap Irrigation Line at Road Right-of-Way. Paid per Each Property that has Irrigation Inside the Road Right-of-Way	Lot	35	\$ 650.00	\$ 22,750.00	\$ 550.00	\$ 19,250.00	\$ 95.00	\$ 3,325.00
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 26.00	\$ 67,288.00	\$ 15.00	\$ 38,820.00	\$ 18.00	\$ 46,584.00
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 630.00	\$ 13,230.00	\$ 900.00	\$ 18,900.00	\$ 495.00	\$ 10,395.00
27	Abandon And Grout Fill Existing Storm Sewer, All Sizes	LF	298	\$ 25.00	\$ 7,450.00	\$ 70.00	\$ 20,860.00	\$ 36.00	\$ 10,728.00
28	Abandon and Fill Existing 8-inch Diameter Sanitary Sewer Line	LF	253	\$ 10.00	\$ 2,530.00	\$ 15.00	\$ 3,795.00	\$ 30.00	\$ 7,590.00
29	Removal of Landscaping Hardscape, Including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00	\$ 29,500.00	\$ 29,500.00
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 0.01	\$ 41.41	\$ 1.00	\$ 4,141.00	\$ 12.00	\$ 49,692.00
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 3.00	\$ 66,768.00	\$ 6.50	\$ 144,664.00	\$ 19.50	\$ 433,992.00
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 23.00	\$ 106,950.00	\$ 1.00	\$ 4,650.00	\$ 22.00	\$ 102,300.00
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 13.50	\$ 288,022.50	\$ 12.50	\$ 266,687.50	\$ 13.00	\$ 277,355.00
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place	LF	594	\$ 88.50	\$ 52,569.00	\$ 195.00	\$ 115,830.00	\$ 110.00	\$ 65,340.00
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 65.50	\$ 70,412.50	\$ 90.00	\$ 96,750.00	\$ 54.00	\$ 58,050.00
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 70.00	\$ 381,990.00	\$ 130.00	\$ 709,410.00	\$ 86.00	\$ 469,302.00
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 52.00	\$ 28,184.00	\$ 175.00	\$ 94,850.00	\$ 80.00	\$ 43,360.00
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 785.00	\$ 47,100.00	\$ 1,500.00	\$ 90,000.00	\$ 1,065.00	\$ 63,900.00
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 1,660.00	\$ 107,900.00	\$ 2,500.00	\$ 162,500.00	\$ 1,765.00	\$ 114,725.00

40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00
41	Cut, Plug, and Abandon Existing Diameter Water Lines size varies 4-Inch to 8-Inch, Complete in Place	LF	5,627	\$ 10.00	\$ 56,270.00	\$ 1.00	\$ 5,627.00	\$ 1.00	\$ 5,627.00
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,300.00	\$ 6,300.00	\$ 6,500.00	\$ 6,500.00	\$ 9,400.00	\$ 9,400.00
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 380.00	\$ 4,560.00	\$ 850.00	\$ 10,200.00	\$ 495.00	\$ 5,940.00
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 6,450.00	\$ 77,400.00	\$ 7,500.00	\$ 90,000.00	\$ 7,095.00	\$ 85,140.00
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 34,500.00	\$ 34,500.00	\$ 54,500.00	\$ 54,500.00	\$ 29,500.00	\$ 29,500.00
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 34,600.00	\$ 34,600.00	\$ 50,000.00	\$ 50,000.00	\$ 29,500.00	\$ 29,500.00
47	Purchase and Installation of Concrete Junction Box JB03, Complete in Place	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 40,000.00	\$ 40,000.00	\$ 17,000.00	\$ 17,000.00
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 396.00	\$ 48,312.00	\$ 650.00	\$ 79,300.00	\$ 695.00	\$ 84,790.00
49	Purchase and Installation of 24-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	1,770	\$ 140.00	\$ 247,800.00	\$ 130.00	\$ 230,100.00	\$ 96.00	\$ 169,920.00
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	378	\$ 211.00	\$ 79,758.00	\$ 200.00	\$ 75,600.00	\$ 193.00	\$ 72,954.00
51	Purchase and Installation of 42-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	371	\$ 261.00	\$ 96,831.00	\$ 240.00	\$ 89,040.00	\$ 234.00	\$ 86,814.00
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,505.00	\$ 1,246,140.00	\$ 1,350.00	\$ 1,117,800.00	\$ 1,363.00	\$ 1,128,564.00
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 3,800.00	\$ 72,200.00	\$ 5,000.00	\$ 95,000.00	\$ 5,250.00	\$ 99,750.00
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 3,780.00	\$ 22,680.00	\$ 5,500.00	\$ 33,000.00	\$ 5,300.00	\$ 31,800.00
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 6,500.00	\$ 13,000.00	\$ 7,300.00	\$ 14,600.00	\$ 5,800.00	\$ 11,600.00
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 39,500.00	\$ 39,500.00
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place	SY	21,365	\$ 76.00	\$ 1,623,740.00	\$ 68.50	\$ 1,463,502.50	\$ 70.00	\$ 1,495,550.00
58	Blue Reflective Marker Placed at each Fire Hydrant, Complete in Place	EA	12	\$ 12.00	\$ 144.00	\$ 15.00	\$ 180.00	\$ 15.00	\$ 180.00
59	4-Inch Yellow Broken Reflectorized Pavement Markings, Complete in Place	LF	4,750	\$ 1.20	\$ 5,700.00	\$ 1.75	\$ 8,312.50	\$ 1.50	\$ 7,125.00
60	4-Inch Yellow Median Striping Reflectorized Pavement Markings, Complete in Place	LS	1	\$ 375.00	\$ 375.00	\$ 2,500.00	\$ 2,500.00	\$ 495.00	\$ 495.00
61	12-Inch White Reflectorized Pavement Marking, Complete in Place	LF	100	\$ 2.20	\$ 220.00	\$ 15.00	\$ 1,500.00	\$ 3.50	\$ 350.00
62	24-Inch White Reflectorized Pavement Marking, Complete in Place	LF	150	\$ 7.20	\$ 1,080.00	\$ 20.00	\$ 3,000.00	\$ 14.00	\$ 2,100.00
63	White Reflectorized Turn Arrows Pavement Marking, Complete in Place	EA	4	\$ 220.00	\$ 880.00	\$ 375.00	\$ 1,500.00	\$ 395.00	\$ 1,580.00
64	Purchase and Installation of 4-Inch x 12-Inch Mountable Concrete Curb, Complete in Place	LF	10,574	\$ 4.00	\$ 42,296.00	\$ 4.50	\$ 47,583.00	\$ 14.00	\$ 148,036.00
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 4.00	\$ 3,408.00	\$ 6.00	\$ 5,112.00	\$ 11.00	\$ 9,372.00
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 10.00	\$ 39,510.00	\$ 9.50	\$ 37,534.50	\$ 9.00	\$ 35,559.00
67	Adjust Traffic Signal Timing and Control Cabinet as Needed for Construction	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,950.00	\$ 4,950.00
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 1,280.00	\$ 7,680.00	\$ 4,750.00	\$ 28,500.00	\$ 1,695.00	\$ 10,170.00
SUBTOTAL DETENTION POND					\$ 5,996,400.00		\$ 6,221,674.50		\$ 6,238,783.00
EXTRA ITEMS									
201	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1		\$ 3,600.00	\$ 4,000.00	\$ 4,000.00	\$ 4,950.00	\$ 4,950.00
SUBTOTAL - EXTRA ITEMS					\$ 3,600.00		\$ 4,000.00		\$ 4,950.00
ALLOWANCES									
300	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City	LS	1		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
SUBTOTAL - ALLOWANCES					\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
TOTAL CONSTRUCTION COST					\$ 6,025,000.00		\$ 6,250,674.50		\$ 6,268,733.00
				ICON GC LLC		CONRAD CONSTRUCTION CO, LTD		TEAMWORK CONSTRUCTION SERV	

PROJECT: BRIGHTON PLACE RECONSTRUCTION

CLIENT: SPRING VALLEY VILLAGE

DATE OF BID OPENING: FEBRUARY 2, 2024

TIME: 2:00 PM

CFA PROJECT NUMBER: 2022-051-01

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				ENVIRONMENTAL ALLIES		TB CONCRETE CONSTRUCTION, INC.		MC2 CIVIL, LLC		GRAVA LLC	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 209,338.75	\$ 209,338.75	\$ 278,000.00	\$ 278,000.00	\$ 400,000.00	\$ 400,000.00	\$ 336,000.00	\$ 336,000.00
2	Installation of Project Sign	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 4,800.00	\$ 4,800.00
3	Contractor to Coordinate with Adjacent Property Owners and Public Entities on Advance Notification of Traffic Phasing Changes, Mail, Parking, Driveway Access, etc.	MO	12	\$ 500.00	\$ 6,000.00	\$ 3,000.00	\$ 36,000.00	\$ 10,000.00	\$ 120,000.00	\$ 2,400.00	\$ 28,800.00
4	Construction photographs	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00
5	TPDES Submittal	LS	1	\$ 250.00	\$ 250.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 145,000.00	\$ 145,000.00	\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	\$ 250,000.00	\$ 160,992.00	\$ 160,992.00
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 72,000.00	\$ 72,000.00
8	Control of Ground and Surface Water, including Bypass Pumping	LS	1	\$ 66,530.00	\$ 66,530.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
9	Removal of Existing Traffic Signs	EA	10	\$ 109.51	\$ 1,095.10	\$ 150.00	\$ 1,500.00	\$ 80.00	\$ 800.00	\$ 72.00	\$ 720.00
10	Provide and Install New Signs, including Stop, Speed, Street Name, Speed Hump Sign and Children at Play	EA	26	\$ 411.91	\$ 10,709.66	\$ 500.00	\$ 13,000.00	\$ 350.00	\$ 9,100.00	\$ 600.00	\$ 15,600.00
11	Provide Traffic Control Throughout Project Duration. Include Mobile Changeable Traffic Signs, Flag Men, Low Profile Barriers, Barrels, Cones, Etc. as Needed for Each Phase of Construction	LS	1	\$ 115,980.22	\$ 115,980.22	\$ 80,000.00	\$ 80,000.00	\$ 175,000.00	\$ 175,000.00	\$ 241,440.00	\$ 241,440.00
12	Tree and Plant Protection, including Root Pruning, Crown Cleaning Prune	LS	1	\$ 13,593.00	\$ 13,593.00	\$ 15,000.00	\$ 15,000.00	\$ 200,000.00	\$ 200,000.00	\$ 60,000.00	\$ 60,000.00
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies	EA	1	\$ 508.33	\$ 508.33	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,440.00	\$ 1,440.00
14	Removal of Tree 12 – 29.99", species varies	EA	8	\$ 1,482.35	\$ 11,858.80	\$ 1,500.00	\$ 12,000.00	\$ 1,200.00	\$ 9,600.00	\$ 3,480.00	\$ 27,840.00
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,741.67	\$ 5,483.34	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 4,560.00	\$ 9,120.00
16	Storm Water Pollution Prevention Including Inlet Protection, Construction Access, Stabilized Entrance, Complete in Place. Replace SWPP as needed during construction. Remove SWPP at construction completion.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 10,000.00	\$ 72,000.00	\$ 72,000.00
17	Complete Removal of Sanitary Sewer as Needed for Construction. Sanitary sewer may be abandoned in place, where not in conflict with proposed utilities.	LF	333	\$ 17.63	\$ 5,870.79	\$ 15.00	\$ 4,995.00	\$ 8.00	\$ 2,664.00	\$ 18.00	\$ 5,994.00
18	Purchase and Installation of Temporary Mailboxes, Complete in Place	EA	119	\$ 275.00	\$ 32,725.00	\$ 120.00	\$ 14,280.00	\$ 220.00	\$ 26,180.00	\$ 216.00	\$ 25,704.00
19	Purchase and Installation of St. Augustine Block Sodding, including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 9.50	\$ 89,680.00	\$ 10.00	\$ 94,400.00	\$ 5.00	\$ 47,200.00	\$ 11.70	\$ 110,448.00
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,009.00	\$ 14,018.00	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,313.22	\$ 12,626.44
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 729.00	\$ 1,458.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 1,200.00	\$ 2,400.00
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 1.00	\$ 9,440.00	\$ 12.00	\$ 113,280.00	\$ 5.00	\$ 47,200.00	\$ 6.00	\$ 56,640.00
23	Remove Existing Mailboxes, Place at Road ROW, Reinstall Existing Mailbox to Permanent Location Upon Completion of Phase, Complete in Place	EA	119	\$ 425.00	\$ 50,575.00	\$ 400.00	\$ 47,600.00	\$ 1,200.00	\$ 142,800.00	\$ 540.00	\$ 64,260.00
24	Remove and Cap Irrigation Line at Road Right-of-Way. Paid per Each Property that has Irrigation Inside the Road Right-of-Way	Lot	35	\$ 225.00	\$ 7,875.00	\$ 2,000.00	\$ 70,000.00	\$ 400.00	\$ 14,000.00	\$ 387.60	\$ 13,566.00
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 20.76	\$ 53,726.88	\$ 30.00	\$ 77,640.00	\$ 40.00	\$ 103,520.00	\$ 88.99	\$ 230,306.12
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 974.01	\$ 20,454.21	\$ 950.00	\$ 19,950.00	\$ 1,500.00	\$ 31,500.00	\$ 528.00	\$ 11,088.00
27	Abandon And Grout Fill Existing Storm Sewer, All Sizes	LF	298	\$ 47.47	\$ 14,146.06	\$ 20.00	\$ 5,960.00	\$ 80.00	\$ 23,840.00	\$ 52.93	\$ 15,773.14
28	Abandon and Fill Existing 8-inch Diameter Sanitary Sewer Line	LF	253	\$ 36.90	\$ 9,335.70	\$ 20.00	\$ 5,060.00	\$ 30.00	\$ 7,590.00	\$ 23.82	\$ 6,026.46
29	Removal of Landscaping Hardscape, including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 1,750.00	\$ 1,750.00	\$ 150,000.00	\$ 150,000.00	\$ 30,000.00	\$ 30,000.00	\$ 83,400.00	\$ 83,400.00
30	Trench Safety System, including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 2.74	\$ 11,346.34	\$ 3.00	\$ 12,423.00	\$ 1.00	\$ 4,141.00	\$ 17.39	\$ 72,011.99
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), including Driveways, Walkways and Curb	SY	22,256	\$ 7.70	\$ 171,371.20	\$ 12.00	\$ 267,072.00	\$ 10.50	\$ 233,688.00	\$ 36.00	\$ 801,216.00
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 32.00	\$ 148,800.00	\$ 12.00	\$ 55,800.00	\$ 40.00	\$ 186,000.00	\$ 69.80	\$ 324,570.00
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 17.50	\$ 373,362.50	\$ 12.00	\$ 256,020.00	\$ 11.00	\$ 234,685.00	\$ 16.18	\$ 345,200.30
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place	LF	594	\$ 118.38	\$ 70,317.72	\$ 150.00	\$ 89,100.00	\$ 190.00	\$ 112,860.00	\$ 62.64	\$ 37,208.16
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 90.25	\$ 97,018.75	\$ 85.00	\$ 91,375.00	\$ 90.00	\$ 96,750.00	\$ 62.40	\$ 67,080.00
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 92.45	\$ 504,499.65	\$ 100.00	\$ 545,700.00	\$ 150.00	\$ 818,550.00	\$ 76.80	\$ 419,097.60
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 105.00	\$ 56,910.00	\$ 150.00	\$ 81,300.00	\$ 80.00	\$ 43,360.00	\$ 71.87	\$ 38,953.54
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,450.00	\$ 87,000.00	\$ 500.00	\$ 30,000.00	\$ 1,200.00	\$ 72,000.00	\$ 1,740.00	\$ 104,400.00
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,600.00	\$ 169,000.00	\$ 550.00	\$ 35,750.00	\$ 2,200.00	\$ 143,000.00	\$ 1,920.00	\$ 124,800.00

40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 1,851.03	\$ 1,851.03	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,200.00	\$ 10,200.00
41	Cut, Plug, and Abandon Existing Diameter Water Lines size varies 4-Inch to 8-Inch, Complete in Place	LF	5,627	\$ 20.73	\$ 116,647.71	\$ 15.00	\$ 84,405.00	\$ 3.00	\$ 16,881.00	\$ 7.20	\$ 40,514.40
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 5,661.51	\$ 5,661.51	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 12,960.00	\$ 12,960.00
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 618.17	\$ 7,418.04	\$ 4,000.00	\$ 48,000.00	\$ 2,000.00	\$ 24,000.00	\$ 2,520.00	\$ 30,240.00
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 6,617.54	\$ 79,410.48	\$ 8,000.00	\$ 96,000.00	\$ 7,500.00	\$ 90,000.00	\$ 6,780.00	\$ 81,360.00
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 18,570.66	\$ 18,570.66	\$ 9,000.00	\$ 9,000.00	\$ 55,000.00	\$ 55,000.00	\$ 42,000.00	\$ 42,000.00
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 18,312.03	\$ 18,312.03	\$ 6,500.00	\$ 6,500.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
47	Purchase and Installation of Concrete Junction Box JB03, Complete in Place	LS	1	\$ 12,358.93	\$ 12,358.93	\$ 5,500.00	\$ 5,500.00	\$ 35,000.00	\$ 35,000.00	\$ 12,000.00	\$ 12,000.00
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 1,250.00	\$ 152,500.00	\$ 500.00	\$ 61,000.00	\$ 500.00	\$ 61,000.00	\$ 864.00	\$ 105,408.00
49	Purchase and Installation of 24-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	1,770	\$ 150.92	\$ 267,128.40	\$ 140.00	\$ 247,800.00	\$ 230.00	\$ 407,100.00	\$ 229.31	\$ 405,878.70
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	378	\$ 223.64	\$ 84,535.92	\$ 225.00	\$ 85,050.00	\$ 300.00	\$ 113,400.00	\$ 409.36	\$ 154,738.08
51	Purchase and Installation of 42-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	371	\$ 339.39	\$ 125,913.69	\$ 450.00	\$ 166,950.00	\$ 420.00	\$ 155,820.00	\$ 487.02	\$ 180,684.42
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,422.50	\$ 1,177,830.00	\$ 1,200.00	\$ 993,600.00	\$ 1,750.00	\$ 1,449,000.00	\$ 1,933.26	\$ 1,600,739.28
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 4,804.73	\$ 91,289.87	\$ 5,500.00	\$ 104,500.00	\$ 6,500.00	\$ 123,500.00	\$ 4,620.00	\$ 87,780.00
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 7,675.00	\$ 46,050.00	\$ 5,500.00	\$ 33,000.00	\$ 8,000.00	\$ 48,000.00	\$ 5,074.10	\$ 30,444.60
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 5,742.86	\$ 11,485.72	\$ 5,000.00	\$ 10,000.00	\$ 9,000.00	\$ 18,000.00	\$ 7,100.21	\$ 14,200.42
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place	SY	21,365	\$ 85.00	\$ 1,816,025.00	\$ 85.00	\$ 1,816,025.00	\$ 74.00	\$ 1,581,010.00	\$ 92.54	\$ 1,977,117.10
58	Blue Reflective Marker Placed at each Fire Hydrant, Complete in Place	EA	12	\$ 16.64	\$ 199.68	\$ 150.00	\$ 1,800.00	\$ 11.00	\$ 132.00	\$ 10.80	\$ 129.60
59	4-Inch Yellow Broken Reflectorized Pavement Markings, Complete in Place	LF	4,750	\$ 0.66	\$ 3,135.00	\$ 6.00	\$ 28,500.00	\$ 1.10	\$ 5,225.00	\$ 1.18	\$ 5,605.00
60	4-Inch Yellow Median Striping Reflectorized Pavement Markings, Complete in Place	LS	1	\$ 3,327.50	\$ 3,327.50	\$ 8,000.00	\$ 8,000.00	\$ 380.00	\$ 380.00	\$ 720.00	\$ 720.00
61	12-Inch White Reflectorized Pavement Marking, Complete in Place	LF	100	\$ 3.92	\$ 392.00	\$ 4.00	\$ 400.00	\$ 2.20	\$ 220.00	\$ 5.83	\$ 583.00
62	24-Inch White Reflectorized Pavement Marking, Complete in Place	LF	150	\$ 8.88	\$ 1,332.00	\$ 8.00	\$ 1,200.00	\$ 7.70	\$ 1,155.00	\$ 10.66	\$ 1,599.00
63	White Reflectorized Turn Arrows Pavement Marking, Complete in Place	EA	4	\$ 250.56	\$ 1,002.24	\$ 200.00	\$ 800.00	\$ 220.00	\$ 880.00	\$ 186.00	\$ 744.00
64	Purchase and Installation of 4-Inch x 12-Inch Mountable Concrete Curb, Complete in Place	LF	10,574	\$ 4.20	\$ 44,410.80	\$ 6.00	\$ 63,444.00	\$ 4.00	\$ 42,296.00	\$ 4.03	\$ 42,613.22
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 4.99	\$ 4,251.48	\$ 8.00	\$ 6,816.00	\$ 8.00	\$ 6,816.00	\$ 4.03	\$ 3,433.56
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 8.90	\$ 35,163.90	\$ 7.00	\$ 27,657.00	\$ 8.50	\$ 33,583.50	\$ 7.63	\$ 30,146.13
67	Adjust Traffic Signal Timing and Control Cabinet as Needed for Construction	LS	1	\$ 4,235.00	\$ 4,235.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 8,250.00	\$ 8,250.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 2,166.29	\$ 12,997.74	\$ 500.00	\$ 3,000.00	\$ 4,500.00	\$ 27,000.00	\$ 6,000.00	\$ 36,000.00
SUBTOTAL DETENTION POND					\$ 6,790,964.33		\$ 6,800,152.00		\$ 8,090,976.50		\$ 8,994,760.26
EXTRA ITEMS											
201	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,822.50	\$ 4,822.50	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00
SUBTOTAL - EXTRA ITEMS					\$ 4,822.50		\$ 4,500.00		\$ 8,000.00		\$ 12,000.00
ALLOWANCES											
300	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City	LS	1		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
SUBTOTAL - ALLOWANCES					\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
TOTAL CONSTRUCTION COST					\$ 6,820,786.83		\$ 6,829,652.00		\$ 8,123,976.50		\$ 9,031,760.26
				ENVIRONMENTAL ALLIES		TB CONCRETE CONSTRUCTION, IN		MC2 CIVIL, LLC		GRAVA LLC	

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

MEETING DATE: February 27, 2024

TOPIC: Resolution Number 24-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 CONRAD CONSTRUCTION CO, LTD. FOR THE BRIGHTON PLACE PAVEMENT AND UTILITY IMPROVEMENT PROJECT (CSB 2023-12-105); 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, the City Council awarded Competitive Sealed Bid Number 2023-12-105 for Paving and Utility Improvements to serve Brighton Place to Conrad Construction Co, LTD. in an amount not to exceed \$6,250,674.50. This resolution approves the contract with Conrad Construction Co, LTD for this Project.

Please note that, due to the size of the contract, the contract has not been included in the packet. The complete contract is on file with, and available for inspection from, the City Secretary, or it can be viewed online.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number 24-XX

FUNDING ISSUES:

- ☐ Not applicable – no dollars are being spent or received.
- ☒ Full amount already budgeted in Acct/Project# 25-50-7518
- ☐ 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:

Kristina Watson, Director of Public Works



RESOLUTION NUMBER 24-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 CONRAD CONSTRUCTION CO, LTD. FOR PAVING AND UTILITY IMPROVEMENTS TO SERVE BRIGHTON PLACE (CSB #2023-12-105); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; 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 Conrad Construction Co, LTD, for Paving and Utility Improvements to Serve Brighton Place (CSB #2023-12-105) (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 27th day of February 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF HARRIS
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF SPRING VALLEY VILLAGE, TEXAS
§ AND CONRAD CONSTRUCTION CO,
§ LTD. FOR THE SPRING VALLEY
VILLAGE BRIGHTON PLACE
PAVING AND UTILITY
IMPROVEMENTS PROJECT

This Contract made this February 27, 2024, by and between Conrad Construction Co, LTD, hereinafter referred to as "Contractor", and the City of Spring Valley Village, Texas, hereinafter referred to as "City", 1025 Campbell, Spring Valley Village, Texas 77055.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Spring Valley Village Brighton Place Paving and Utility Improvements Project, Competitive Sealed Bid # 2023-12-105 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Bid Form in response thereto, (hereinafter "Contractor's Bid Form"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Bid Form dated February 2, 2024 (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Bid Form. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2.

SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

2.01 SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule Established for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E."

The City may request that Contractor develop and submit a Construction Schedule for each street. The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed has been issued to Contractor by the City. Contractor shall sign off on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within **365** calendar days after the date of the written notice to proceed has been issued by the City.

2.02 LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages that might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **\$2,000.00** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

2.03 DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire, or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work that could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

ARTICLE 3.

CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of **\$6,250,674.50**. City shall issue progress payments in accordance with the terms of this Contract.

ARTICLE 4.

PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

ARTICLE 5.

GENERAL PROVISIONS

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be

required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.

- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed both by City and Contractor and shall be incorporated in and become part of the Contract Documents.
- 5.5 INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged. The City's policy on items in the rights-of-way is in effect for City projects.
- 5.9 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.10 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.

- 5.11 **TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.12 **SAFETY.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.13 **VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.
- 5.14 **FOREIGN TERRORISTS ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 5.15 **FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- 5.16 **ENERGY COMPANIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) is boycotting energy companies as provided in Chapter 809 of the Texas Government Code; (2) has a practice, policy, guidance, or directive that boycotts energy companies; and (2) will not boycott energy companies during the term of the Contract.
- 5.17 **INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its

officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

- 5.18 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.19 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.20 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.21 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.22 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____

Printed Name: Marcus Vajdos

Title: Mayor, Spring Valley Village

Date: February 27, 2024

ATTEST:

City Secretary
City of Spring Valley Village, Texas

Contractor

By:

Printed Name:

Title:

Date:

ATTEST:

Corporate Secretary

**DUE TO FILE SIZE,
ONLY A PORTION
OF THE
CONTRACT HAS
BEEN INCLUDED
WITH THIS
RESOLUTION.**