CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

NOVEMBER 3, 2014

Council Chamber	Regular Session	7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

Mayor

Dr. Philip L. Nauert

Mayor Pro Tem	Councilman	Councilman
Amanda B. Nathan	James P. Avioli Sr.	Pat B. McLaughlan
Councilman	**Councilman**	**Councilman**
Roman F. Reed	Gus E. Pappas	Andrew S. Friedberg

Mission Statement:
The City of Bellaire is dedicated to outstanding quality service and facilities to ensure an open, progressive, and secure community.

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.

B. Inspirational Reading and/or Invocation - Dr. Philip L. Nauert, Mayor.

C. Pledges to The Flags - Dr. Philip L. Nauert, Mayor.

1. U.S. Pledge of Allegiance:

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

2. Pledge to the Texas Flag:

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

D. Recognition of Proclamations:

1. Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming Tuesday, November 4, 2014, as "Condit Elementary School Day" in the City of Bellaire, Texas, in recognition and celebration of their 100th Anniversary.

   (Requested by Tracy L. Dutton, City Clerk)

2. Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming November 5, 2014, as "Bellaire Historical Society Day" in the City of Bellaire, Texas, in recognition and celebration of their 40th Anniversary and in appreciation of the historical preservation services that the Bellaire Historical Society has provided to the citizens of Bellaire.

   (Requested by Tracy L. Dutton, City Clerk)

3. Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming the week of November 9-15, 2014, as "Perioperative Nurse Week" in the City of Bellaire, Texas, in recognition and appreciation of the contributions that perioperative registered nurses make to patient safety.

   (Requested by Tracy L. Dutton, City Clerk)

E. Approval or Correction of Minutes:

Minutes of the Regular Session held on October 20, 2014.

Consideration of and possible action on the approval of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, October 20, 2014.

Mayor and Council - Regular Session - Oct 20, 2014 7:00 PM

F. Personal/Audience Comments:

In order to address the City Council, please complete a "Speaker Form" (located at the entrance to the Council Chamber), and turn in the form to City Clerk Tracy L. Dutton prior to commencement of the meeting. Speakers are limited to five (5) minutes.

The purpose of this item is to allow citizens or other interested parties an opportunity to address City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy and legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (713) 662-8222 during business hours.

[Note: State law will not permit the City Council to fully discuss, debate, or consider items that are not on the agenda. Items that cannot be referred to the City Staff for action *may* be placed on the agenda of a future City Council Session.]

G. Reports:

Presentation of City Manager's Report dated November 3, 2014, regarding contract inspection services in Development Services.

(Requested by Paul A. Hofmann, City Manager)

H. New Business:

Adoption of Ordinance(s)/Resolution(s):

1. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, finding and determining that the "2015-2020 Bellaire Cultural Arts Board Master Plan" for the City of Bellaire, Texas, prepared and presented by the Bellaire Cultural Arts Board, be adopted as the official "Cultural Arts Board Master Plan" for the period 2015-2020 for the City of Bellaire, Texas.

   (Requested by Diane K White, Organizational Services)

2. Consideration of and possible action on a recommendation from the Bellaire Public Works Department to award Bid No. 15-001, FY2014-2015 Street & Sidewalk Pavement Management Project, to AAA Asphalt Paving, Inc., in an amount not to exceed $2,177,190.00 and authorization for the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with AAA Asphalt Paving, Inc., for said project in an amount not to exceed $2,177,190.00.

   (Requested by Brant Gary, Public Works)

3. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Batterson, LLP, for the performance of thermoplastic striping services utilizing the Interlocal Agreement between the City of Bellaire, Texas, and Harris County, Texas, in an amount not to exceed $114,561.29.

   (Requested by Brant Gary, Public Works)

4. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, and Public Works Administrative Manager to acknowledge, an Interlocal Agreement with Harris County, Texas, for the administration and implementation by Harris County, Texas, of a regional watershed protection education program on storm water quality impacts in the amount of $8,933.15 for a term of one year commencing upon the execution of said agreement by Harris County, Texas.

   (Requested by Brant Gary, Public Works)

I. Items for Future Agendas; Community Interest Items from the Mayor and City Council.

[Note: It is the intent of this item to provide any member of City Council the opportunity to request to place new items on the agenda of the next Regular Meeting of City Council pursuant to Article 4, Order of Business, Section A, Agenda, of the Rules of Procedure of the City Council of the City of Bellaire, Texas, 2012-2014, and/or to make a report about items of community interest. Community interest items may include expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognition of City officials, employees, or other citizens or entities; reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee; and/or announcements involving an imminent threat to the public health and safety of the citizens of Bellaire that has arisen after the posting of the agenda.]

J. Adjourn.

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
PROCLAMATION (ID # 1375)

Meeting: 11/03/14 07:00 PM
Department: City Clerk
Category: Proclamation
Department Head: Tracy L. Dutton
DOC ID: 1375

Item Title:

Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming Tuesday, November 4, 2014, as "Condit Elementary School Day" in the City of Bellaire, Texas, in recognition and celebration of their 100th Anniversary.

Background/Summary:

Pegi Newhouse, Past PTO President and Member of the Project Advisory Team for the reconstruction of Condit Elementary School, has requested the issuance of a proclamation in recognition and celebration of Condit Elementary School's 100th Anniversary (1914-2014). An additional event of celebration is Condit Elementary School's official groundbreaking ceremony for their new school to be held on Saturday, November 1, 2014.

Accordingly, Dr. Philip L. Nauert, Mayor, has issued a proclamation proclaiming Tuesday, November 4, 2014, as "Condit Elementary School Day" in the City of Bellaire, Texas, in recognition of its 100th Anniversary and in sincere thanks for its service and dedication to the community.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

ATTACHMENTS:

- Condit Elementary School Day - November 4 2014 (PDF)

City of Bellaire, Texas

Proclamation

Whereas, **Condit Elementary School**, originally named The Bellaire School is celebrating 100 years of education in its current location. The original four room school house was located at 5005 Laurel Street, Bellaire, Texas (on what is now the field), and opened for instruction in September of 1914. The school became part of the Houston Independent School District in 1927 and at that time was enlarged and renamed to honor Al J. Condit who was instrumental in the early development of the City of Bellaire; and

Whereas, **Condit Elementary School** currently has a student population of 690 and 59 faculty and staff members, all of whom have worked diligently to achieve a multitude of honors, distinctions, and recognition including the Texas Education Agency (TEA) Exemplary designation, the Texas Business Education Coalition (TBEC) Honor Roll and most recently, Academic Distinctions in all 6 areas of the 2014 TEA Accountability Rating. The present and past student body, parents, faculty, and staff deserve special recognition for their accomplishments over the many years in the field of education; and

Whereas, **Condit Elementary School** is one of the few true neighborhood schools. Located in the heart of Bellaire, it has remained a foundation of our community of families where friendships are made, lessons are learned, and small children blossom to their potential. As we celebrate 100 years of education, let us reflect on those who have walked the halls before us and graduated from Condit to become teenagers, adults, parents and grandparents;

Whereas, **Condit Elementary School**, further celebrates a momentous year in 2014 as HISD embarks on the construction of a 21st century, state-of-the-art school building for the benefit of students, teachers, staff, parents and our Bellaire community for many years to come;

Now, Therefore, I, **Philip L. Nauert, Mayor of the City of Bellaire, Texas,** do hereby proclaim **Tuesday, November 4, 2014, as**

Condit Elementary School Day

in the City of Bellaire, Texas, and deem it an honor and a pleasure to extend the City's sincere

Attachment: Condit Elementary School Day - November 4 2014 (1375 : Condit groundbreaking/Centennial celebration proclamation)

thanks to **Condit Elementary School** for its service and dedication to the community.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 3rd day of November, 2014.

Dr. Philip L. Nauert, Mayor
City of Bellaire, Texas

Attachment: Condit Elementary School Day - November 4 2014 (1375 : Condit groundbreaking/Centennial celebration proclamation)

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
PROCLAMATION (ID # 1385)

Meeting: 11/03/14 07:00 PM
Department: City Clerk
Category: Proclamation
Department Head: Tracy L. Dutton
DOC ID: 1385

Item Title:

Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming November 5, 2014, as "Bellaire Historical Society Day" in the City of Bellaire, Texas, in recognition and celebration of their 40th Anniversary and in appreciation of the historical preservation services that the Bellaire Historical Society has provided to the citizens of Bellaire.

Background/Summary:

Councilman Andrew S. Friedberg, on behalf of the Bellaire Historical Society, has requested the issuance of a proclamation in recognition and celebration of the Bellaire Historical Society's 40th Anniversary.

Accordingly, Mayor Nauert has issued a proclamation proclaiming the 5th day of November, 2014, as "Bellaire Historical Society Day" in the City of Bellaire, Texas, in recognition and celebration of its 40th Anniversary and in appreciation of the historical preservation services that the Bellaire Historical Society has provided to the citizens of Bellaire.

Members of the Bellaire Historical Society, including President Doug Christians and Secretary Lynn McBee, will be present to accept the proclamation on behalf of the Bellaire Historical Society.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

ATTACHMENTS:

- Bellaire Historical Society Day - 40th Anniversary (PDF)

City of Bellaire, Texas

Proclamation

Whereas, the **Bellaire Historical Society** was founded as a non-profit corporation in the State of Texas on November 5, 1974; and

Whereas, over the years, the **Bellaire Historical Society** has been an instrumental and valuable force in the collection and preservation of early photographs of Bellaire and early newspapers from the Bellaire area; and

Whereas, members of the **Bellaire Historical Society** undertook a project in the 1990s consisting of extensive historical research of the Bellaire area, which served as the basis for the Texas Historical Commission's approval of five Official Historical Markers in Bellaire, which were erected from 1989 through 1994; and

Whereas, members of the **Bellaire Historical Society** maintained Bellaire's historical trolley located in Paseo Park, from its dedication to the City of Bellaire during the City's Sesquicentennial Celebration of Texas' 150th year until the maintenance of the trolley was assumed by the City of Bellaire many years later; and

Whereas, the **Bellaire Historical Society** participated on the Bellaire Centennial Committee in 2008 on a project, in cooperation with the Bellaire Cultural Arts Commission, that resulted in the creation of ten historic landmark markers and the development of a walking tour map of the "Bellaire Centennial History Walk"; and

Whereas, the **Bellaire Historical Society** continues its service to the citizens of Bellaire through monthly meetings, interviews, research, and tours on a wide array of topics by diverse speakers representing the earlier times and origins of historical buildings, organizations, and practices in the region; and

Attachment: Bellaire Historical Society Day - 40th Anniversary (1385 : Bellaire Historical Society 40th Anniversary)

Whereas, the **Bellaire Historical Society** will celebrate its 40th Anniversary on Wednesday, November 5, 2014;

Now, Therefore, **I, Dr. Philip L. Nauert, Mayor of the City of Bellaire, Texas,** do hereby proclaim **Wednesday, November 5, 2014**, as:

Bellaire Historical Society Day

In the City of Bellaire, Texas, in recognition and celebration of its 40th Anniversary and in appreciation of the historical preservation services that the **Bellaire Historical Society** has provided to the citizens of Bellaire.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this, the 3rd day of November, 2014.

_____

Dr. Philip L. Nauert, Mayor
City of Bellaire, Texas

Attachment: Bellaire Historical Society Day - 40th Anniversary (1385 : Bellaire Historical Society 40th Anniversary)

PROCLAMATION: Bellaire Historical Society

Information Compiled by Lynn McBee 10/9/2014

BHS History to be included on the Agenda, Regular City Council Meeting – **November 3, 2014**

- ***Founded*** as a non-profit corporation in the State of Texas on November 5 1974, John A. Black was the registered agent. It was approved as a 501(c)(3) tax-exempt organization by the Internal Revenue Service in September 1978, and remains so to the present.
- ***Original officers*** elected were:

President -	Mrs. William H. Rouse
First Vice President -	Mrs. Johnnie W. Bass, Jr.
Second Vice President-	Mr. Edward Teas
Secretary -	Mrs. Robert Gay
Treasurer -	Mr. Bev Hood

- ***Others*** over the years who were well known to the community included:
  Leila Rouse, Kay Houston, Jeff Dunn, Sam McKinney, Martha Lane, Barbara Young, Pat Hughes, Bill Borden, Juliann Wohlford, Joel Nash, Louise Ware, Barbara Berryhill, Russ Pitman, Diane McLaughlan, Kay Hieronymus, Patrick Durio, and the Directors of the Bellaire Parks and Recreation Department and the Bellaire City Library.

- **Projects**:
  ^Bellaire Historical Trolley. For the Sesquicentennial celebration celebrating Texas' 150th year (1836-1986) a significant historical contribution to the city to serve as a fitting memorial to the early days of Bellaire was selected: a trolley like the one that used to run from Bellaire to Houston from 1910 through 1927. The Trolley committee, headed by Moppy Gay, searched the world for a J.C. Brill-manufactured trolley like that of Bellaire's early days and was found in Portugal at a cost of $39,000. To fund this, a bank line of credit was established for $50,000 track rails were purchased and a concrete slab and open shelter (trolley pavilion) to serve as a trolley station was designed and readied. In September 1985 the Port of Houston delivered the trolley from Barbour's Cut to Bellaire and placed the trolley in the spot on the esplanade where it is still in place today. The pavilion was constructed, repairs were made inside and outside of the trolley, repainted green and gold, as was the original trolley. At a ceremony in December 1986 the Sesquicentennial Committee presented a certificate to the Mayor of Bellaire dedicating the trolley to the City of Bellaire. For several years thereafter, the Bellaire Historical Society maintained the trolley until it was taken

Attachment: Bellaire Historical Society Day - 40th Anniversary (1385 : Bellaire Historical Society 40th Anniversary)

over by the City. The trolley was paid for from 1983-1986 with lots of pennies, nickels and dimes from school children, individual donors, huge garage sales, several fund raisers, raffles, sales of sesquicentennial memorabilia and many donations from individuals, corporations and organizations.

^Historical Research and Texas Official Historical Markers in Bellaire. Largely due to the diligent efforts of Jeff Dunn, a Society Newsletter was mailed to its members during years 1990-1994 containing extensive historical research of the Bellaire area, including some of the original Mexican land grants. In addition to the edification of its readers, this in depth research served as the basis for the Texas Historical Commission's approval of five Texas Official Historical Markers in Bellaire:

1. 1991 ***"Deaf" Smith Marker*** on the Paseo at 2nd Street
2. 1991 ***Bellaire Historical Marker*** at City Hall, 7008 South Rice
3. 1993 ***Bellaire Streetcar Line Marker*** – on the Paseo at the Trolley
4. 1993 ***Teas Nursery Company Marker*** -(commemorating 150 years), 4400 Bellaire Blvd.
5. 1994 ***Bellaire Presbyterian Church*** (now Christ Church Presbyterian), 5001 Bellaire Blvd.

^Programs featuring speakers about Bellaire/Houston history.
The Society's monthly meetings, interviews and tours, publicized and free to the public, featured a wide array of topics by diverse speakers representing earlier times and origins of historical buildings, organizations and practices in the region.

^Sponsored an International Folk Festival for many years. During the 1980s the Society launched an annual international folk festival devoted to multiple cultures' food, costume, dance and music. It became a well-known and attended event in the area, coordinated by Louise Ware.

^Collected and Preserved many early photographs of Bellaire.
These included the famous Trolley and the then 1910 city residents on its Dedication Day and the first graduating class in 1914 of the Bellaire School (renamed A.J. Condit Elementary School in 1927).

^Preservation of Early Newspapers from the Bellaire Area.
In 1990 BHS underwrote the microfilming of all print copies of the area newspapers from the 1940s to the 1990s. The project was performed under a contract with the Texas Department of Corrections, Wynne Unit. A complete set of 69 reels of microfilm was donated to the Bellaire City Library for patron use.

Attachment: Bellaire Historical Society Day - 40th Anniversary (1385 : Bellaire Historical Society 40th Anniversary)

In 2014 a joint digitization project was entered into by BHS and the Friends of the Bellaire Library to convert the 1990 newspaper microfilms to a digital format. A contract was entered into with the University of North Texas' Portal To Texas Newspapers website, so that these early Bellaire newspapers could be fully viewed and searched by anyone, anywhere by accessing the Internet. The project completion is expected in November 2014.
(*See http://texashistory.unt.edu/help/*

^Bellaire Centennial Celebration in 2008-Bellaire Centennial History Walk

The Bellaire Historical Society participated on the Bellaire Centennial Committee. Its project, in cooperation with the Bellaire Cultural Arts Commission, created Historical Markers (10 engraved plinths) and a walking tour map of a Bellaire Centennial History Walk of ten historic landmarks in the City including:

1. City Hall, Community Center and Library I 1949
2. Original Bellaire School Building in 1914, replacing the original one room schoolhouse on Spruce, and later renamed the A.J. Condit Elementary School.
3. Bellaire Mission Presbyterian Church, 1919 (now Christchurch Presbyterian)
4. Trolley Dedication Day, 1910, with all the then residents of Bellaire
5. Bellaire Trolley Station and Pavilion, 1911 (now demolished), South Rice, on the Paseo.
6. Rosner's General Store and U.S. Post Office, 1929 (South Rice @ Cedar)
7. "The Little Brown" Bellaire's First One-room School , 4900 Cedar (burned down in 2010)
8. Alfred J. Condit House, damaged in 1915 Hurricane, First & Bellaire Blvd.
9. Convent of the Incarnate Word, 1931 (on site of the Episcopal High School)
10. Home of Frank S. Henshaw, Jr., Mayor 1933-1937 (now Nature Discovery Center, 7111 Newcastle)

- During the July 4, 2008 Bellaire City Parade and Festival, BHS sponsored and conducted free tours aboard a replica trolley vehicle of the Bellaire Centennial History Walk, narrated by Kay Hieronymus Boyd.
- Throughout the 2008 Centennial Year, monthly columns were printed about the history of each decade in Bellaire titled, "Bellaire, Our Town" by Lynn McBee, featuring highlights of the founding, growth and development of Bellaire.

^Website of the Bellaire Historical Society.

Information about the organization, officers, monthly meetings, as well as links to other historical websites, both local, state and national, available as a link on the City of Bellaire Website.

Attachment: Bellaire Historical Society Day - 40th Anniversary (1385 : Bellaire Historical Society 40th Anniversary)

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
PROCLAMATION (ID # 1169)

Meeting: 11/03/14 07:00 PM
Department: City Clerk
Category: Proclamation
Department Head: Tracy L. Dutton
DOC ID: 1169

Item Title:

Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming the week of November 9-15, 2014, as "Perioperative Nurse Week" in the City of Bellaire, Texas, in recognition and appreciation of the contributions that perioperative registered nurses make to patient safety.

Background/Summary:

Dr. Philip L. Nauert, Mayor, received a request from the Association of periOperative Registered Nurses of Greater Houston ("Association") for the issuance of a proclamation in recognition of Perioperative Nurse Week (i.e., November 9-15, 2014). The proclamation will be accepted by Joanne Oliver, BSN, RN, CNOR, and Chad Flora, President-elect, on behalf of the Association.

Accordingly, Mayor Nauert has issued a proclamation proclaiming the week of November 9-15, 2014, as "Perioperative Nurse Week" in the City of Bellaire, Texas.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

ATTACHMENTS:

- Perioperative Nurse Week - November 9-15 2014 (PDF)

City of Bellaire, Texas

Proclamation

Whereas, perioperative nurses specialize in the care of patients immediately before, during, and after surgical and other invasive procedures; and

Whereas, serving in settings ranging from traditional hospital-based operating rooms to ambulatory surgery centers and physicians' offices, perioperative nurses work to provide the safest care possible for patients undergoing surgical and other invasive procedures; and

Whereas, perioperative nurses assess individual patient needs prior to and throughout the surgical or invasive experience, develop, implement, and continuously evaluate a plan for the care of the patient, and prepare the operating room and patient for their procedure; and

Whereas, perioperative nurses are responsible for monitoring all aspects of the patient's condition for the duration of each of each procedure and, through professional and patient-centered expertise, are responsible for care coordination after the procedure; and

Whereas, patients undergoing surgery and other invasive procedures and their loved ones rely on the skills, knowledge, and expertise of perioperative registered nurses, who uphold a long tradition of improving surgical safety and the quality of patient care; and

Whereas, Perioperative Nurse Week recognizes the contributions perioperative registered nurses make to patient safety and the opportunities and challenges facing the profession;

Now, Therefore, I, **Dr. Philip L. Nauert, Mayor of the City of Bellaire, Texas,** do hereby proclaim **November 9-15, 2014,** as

Perioperative Nurse Week

in the City of Bellaire, Texas, and call upon the citizens of Bellaire, Texas, to join with me in

recognizing the nation's dedicated perioperative registered nurses who care for patients before, during, and after surgery.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 3rd day of November, 2014.

Dr. Philip L. Nauert, Mayor
City of Bellaire, Texas

Attachment: Perioperative Nurse Week - November 9-15 2014 (1169 : AORN Perioperative Nurse Week)

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

OCTOBER 20, 2014

Council Chamber	Regular Session	7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Amanda B. Nathan, Mayor Pro Tem.

Amanda B. Nathan, Mayor Pro Tem, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:00 p.m. She advised that a quorum of the members of City Council were present as set forth below.

Attendee Name	Title	Status	Arrived
Philip L. Nauert	Mayor	Absent	
Amanda B. Nathan	Mayor Pro Tem	Present	
Roman F. Reed	Councilman	Present	
James P. Avioli Sr.	Councilman	Absent	
Gus E. Pappas	Councilman	Present	
Pat B. McLaughlan	Councilman	Present	
Andrew S. Friedberg	Councilman	Present	
Paul A. Hofmann	City Manager	Present	
Alan P. Petrov	City Attorney	Present	
Tracy L. Dutton	City Clerk	Present	

B. Inspirational Reading and/or Invocation - Andrew S. Friedberg, Councilman - Position No. 5.

Andrew S. Friedberg, Councilman - Position No. 5, provided the inspirational reading for the evening.

C. Pledges to The Flags - Andrew S. Friedberg, Councilman - Position No. 5.

Andrew S. Friedberg, Councilman - Position No. 5, led the members of City Council and the audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

D. Approval or Correction of Minutes:

1. City Council Community Meeting Minutes - September 29, 2014:

Consideration of and possible approval of the minutes of the Community Meeting of the City Council of the City of Bellaire, Texas, held on Monday, September 29, 2014.

Mayor and Council - Community Meeting - Sep 29, 2014 6:30 PM

Motion:

To approve the minutes of the Community Meeting of the City Council of the City of Bellaire, Texas, held on Monday, September 29, 2014.

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Minutes of the Regular Session held on October 20, 2014.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roman F. Reed, Councilman
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

2. City Council Special Session (Public Hearing) Minutes - October 6, 2014:

Consideration of and possible approval of the minutes Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, held on Monday, October 6, 2014.

Mayor and Council - Public Hearing - Oct 6, 2014 6:00 PM

Motion:

To approve the minutes of the Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, held on Monday, October 6, 2014.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gus E. Pappas, Councilman
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

3. City Council Regular Session Minutes - October 6, 2014.

Consideration of and possible approval of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, October 6, 2014.

Mayor and Council - Regular Session - Oct 6, 2014 7:00 PM

Motion:

To approve the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, October 6, 2014.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

E. Personal/Audience Comments.

Lynn McBee:

Ms. McBee advised that she wished to provide some thoughts regarding the agenda item related to the appointment and charge of an Ad Hoc Municipal Facilities Committee ("Committee"). She stated that the appointment of the Committee was a great move and the composition appeared to be very impressive.

Reference was made to the third paragraph of the ordinance and the phrase ". . .

subject to the Texas Open Records Act." Ms. McBee indicated that she did not know if the author of the ordinance had intended to refer to the "Texas Open Meetings Act," as the "Texas Open Meetings Act" was of greater importance and would require posting notice of meetings 72 hours in advance and open to the public at all times. She recommended that City Council add the "Texas Open Meetings Act" to the ordinance as required under the City's Code of Ordinances.

Ms. McBee next referred to the fact that the existing city facilities (City Hall/Civic Center and Police and Municipal Court Building) bordered a City park. She stated that she would be watching very closely to ensure that the lot coverage was calculated as the City progressed in its building plans. She did not wish to see the park reduced by City buildings. She hoped City Council would agree and ensure that valuable space accumulated for years and years to create the parks was not intruded upon.

With respect to the meeting schedule or work plan for municipal facilities, Ms. McBee noted that 13 Committee meetings would be held over a span of one year. City Council would workshop the plans four times during the year. There was no reference to public meetings by the community. Ms. McBee advised that she assumed that the public could attend the Committee meetings, but did not see a plan by the City Council regarding town meetings to be held early in the process in order to get citizen input.

It appeared that the Architect, City Manager, and City Council were in a hurry to get the process started, and Ms. McBee certainly did not intend for community input to stall the plans. Additionally, she felt that a press release should be prepared to explain how the process and City Committee would work. Reference was made to rules of procedure and the election of a Chair for the Committee.

In closing, Ms. McBee wished City Council well and hoped that City Council would take her suggestions to heart.

F. Reports:

1. Presentation of the City Manager's Report dated October 20, 2014, regarding the status of The Shoppes at Uptown Crossing Development and update on police activity.

   Paul A. Hofmann, City Manager, presented the City Manager's Report dated October 20, 2014, to members of City Council. The report included an update on the City's meetings with the City of Houston regarding the development of The Shoppes at Uptown Crossing located on a 26-acre tract just outside the city limits of Bellaire. Primary areas of concern related to the retail development were drainage, traffic, and possible improvements to South Rice Avenue.

   At this point in the report, the floor was opened for questions from members of City Council related to The Shoppes at Uptown Crossing development. Following questions of City Manager Hofmann and City Engineer James Andrews, ARKK Engineers, Inc., the City Manager's Report continued.

   Paul A. Hofmann, City Manager, next reviewed crime activity statistics for the month of September and reported on National Night Out.

   Following questions of City Manager Hofmann and Chief of Police Byron Holloway, a motion was made and seconded to accept the City Manager's Report into the record.

   Motion:

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Minutes of the Regular Session held on October 20, 2014.)

To accept the City Manager's Report dated October 20, 2014, as presented by City Manager Paul A. Hofmann, into the record.

RESULT:	**UNANIMOUS [5-0]**
MOVER:	Roman F. Reed, Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

(Requested by Paul A. Hofmann, City Manager)

2. Presentation on the scopes and schedules for the FY 2015 Management and Capital Projects.

Paul A. Hofmann, City Manager, provided a brief presentation on the scopes and schedules for the City's FY 2015 Management and Capital Projects.

Following questions of City Manager Hofmann regarding the FY 2015 projects, **Mayor Pro Tem Amanda B. Nathan** read the list of projects into the record as follows:

FY 2015 Management Projects:

- Community Safety Outreach;
- Implement Compensation Study and Improve Employee Evaluation System;
- Implement Network and Data Management Improvements;
- Evaluate Right-of-Way Maintenance Ordinance;
- Develop Financial Management Policies;
- Improve Safety and Risk Management;
- Revenue Team;
- Develop Vehicle/Equipment Management and Maintenance Plan;
- UV-T (Urban Village (Transit-Oriented Development) District) Infrastructure; and
- Comprehensive Plan Update.

FY 2015 CIP (Capital Improvement Program) Projects:

- Rebuild Bellaire Phase VA;
- Rebuild Bellaire Phase IV;
- FY 2014-2015 Pavement Management;
- Trip Hazards Program;
- Regional Mobility Study;
- FY 2014 Street Marking Replacement;
- Citywide SCADA Systems Upgrade, Phase 1;
- Wendell and Bellaire Lift Station Rehabilitation;
- Water and Sanitary Sewer Line Program;
- Wastewater Treatment Plant Fine Screen Building Replacement;
- Central Water Plant Electrical System Upgrade;
- Evergreen Park Master Plan;
- Evelyn’s Park, Phase I;
- Library Foundation;
- Bellaire Town Square Municipal Facilities Design and Library Conceptual Plan;
- Park Improvement Projects; and
- The Nature Discovery Center Improvements.

(Requested by Paul A. Hofmann, City Manager)

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Minutes of the Regular Session held on October 20, 2014.)

3. Presentation on the environmental assessment and schedule update for Evelyn's Park.

Paul A. Hofmann, City Manager, referenced City Council's prior discussion of the Development and Operating Agreement ("Agreement") between the City of Bellaire, Texas, and the Evelyn's Park Conservancy Board. The Agreement laid out the use of the City's $5 million toward Phase I of the Evelyn's Park Project. It was noted that during the prior discussion, members of City Council asked questions regarding the need to perform additional environmental assessment evaluation(s) and remediation. Although the previous owners had performed some environmental assessment evaluation(s), remediation had not been performed and the existence of lead-based paint had not been analyzed.

Director of Public Works Brant Gary provided an overview of the results of a Phase I Environmental Site Assessment conducted by Berg♦Oliver Associates, Inc., for the property where the proposed Evelyn's Park would be located. Director Gary indicated that the overall findings of the Phase I Environmental Site Assessment did not reveal any recognized environmental conditions (RECs) that would negatively impact the Evelyn's Park project.

One of the larger topics of discussion among City Council at a previous meeting was related to a petroleum storage tank located on the Evelyn's Park site. Director Gary advised that the tank itself was removed, the closure documented, and the incident closed by the State of Texas. The Texas Commission on Environmental Quality (TCEQ) issued a "no further action" letter as the site met residential use standards and was not a threat to human health or the environment.

With respect to asbestos in the former administration building and the "yellow house," an inspection resulted in a finding of asbestos in the ceiling tiles, wallboards, floor tiles, and window glazing. Director Gary stated that those materials must be abated prior to any demolition or renovation activities. Two initial quotes had been received for the abatement ranging in cost from $15,000 to $20,000.

With respect to a lead-based paint survey, Director Gary indicated that a large portion of the "yellow house" had lead-based paint. The abatement of the lead-based paint would be performed by the contractor renovating and restoring the yellow house.

Director Gary next referred to Texas Historical Commission requirements with respect to the site. The property did have a marker designating the site as an historic area because of the Teas Nursery history. Paperwork would be submitted to relocate the marker to a more visible location on the site once the park was completed. In addition, the City was subject to the Texas Antiquities Code and would have to coordinate with the Texas Historical Commission on the plans for the site.

Amanda B. Nathan, Mayor Pro Tem, indicated that Councilman James P. Avioli, Sr., was unexpectedly unable to attend the meeting this evening. He asked Mayor Pro Tem Nathan to share his thoughts on a few of the items on the agenda this evening, which she did at this point in the meeting. Following responses to Councilman Avioli's queries by Director Gary, Mayor Pro Tem Nathan opened the floor for questions from City Council.

Following questions of Director Gary and Christopher Thayer of Berg♦Oliver

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Associates, Inc., a motion was made and seconded to accept the status report regarding Evelyn's Park into the record.

Motion:

To accept the summary report of the Phase I Environmental Site Assessment conducted by Berg♦Oliver Associates, Inc., and presented by Director of Public Works Brant Gary, related to the Evelyn's Park site into the record.
(Requested by Brant Gary, Public Works)

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Roman F. Reed, Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

G. New Business:

1. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee of the City of Bellaire ("Committee"), for a term commencing on October 20, 2014, and ending on September 30, 2015; setting forth the charge of the Committee, and approving a work plan for the design of new municipal facilities.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, appointing seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee of the City of Bellaire ("Committee"), for a term commencing on October 20, 2014, and ending on September 30, 2015; setting forth the charge of the Committee, and approving a work plan for the design of new municipal facilities.

{Motion moved by Pat B. McLaughlan, Councilman, and seconded by Roman F. Reed, Councilman}

Amanda B. Nathan, Mayor Pro Tem, stated, for the record, the names of the members of the Committee sought by City Council to be appointed:

- Charlotte Aguilar, selected by Dr. Philip L. Nauert, Mayor;
- Dolores Avioli, selected by James P. Avioli, Sr., Councilman;
- Christopher Butler, selected by Amanda B. Nathan, Mayor Pro Tem;
- John Gabriel, selected by Pat B. McLaughlan, Councilman;
- Chris Kaitson, selected by Gus E. Pappas, Councilman;
- Kristin Schuster, selected by Andrew S. Friedberg, Councilman; and
- Suzanne Shelby, selected by Roman F. Reed, Councilman.

Mayor Pro Tem Nathan advised that the Council Liaison to the Committee was to be Gus E. Pappas.

Amendment (No. 1) to the Main Motion:

To revise paragraph 5 of the draft ordinance to clarify the Texas Open Meetings

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Act in place of the Texas Open Records Act, such paragraph to read as follows:

The Ad Hoc Municipal Facilities Committee meetings will be posted and held in accordance with the Texas Open ~~Records~~ Meetings Act and facilitated by the City's architectural and engineering firm, PGAL.

After noting no discussion by members of City Council regarding the amendment, Mayor Pro Tem Nathan called for a vote on the amendment.

RESULT:	**UNANIMOUS [5-0]**
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

Amendment (No. 2) to the Main Motion:

To change the phrase "limited to" to "including" in paragraph 4 of the draft ordinance, such paragraph to read as follows:

4. The Ad Hoc Municipal Facilities Committee is hereby charged to develop consensus recommendations to the City Council of the City of Bellaire, Texas, ~~limited to~~ including the following: . . . ."

Discussion ensued among members of City Council regarding the amendment. Following discussion, Mayor Pro Tem called for a vote on the amendment.

RESULT:FAILED [2-2]	
MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	McLaughlan, Friedberg
NAYS:	Nathan, Reed
ABSTAIN:	Pappas
ABSENT:	Nauert, Avioli Sr.

Municipal Facilities Project Work Plan Presentation:

Jeff Gerber, Chief Executive Officer, PGAL, noted that several decisions regarding the municipal facilities had already been made by the City Council, such as the project budget, the scope, the program, and the campus configurations. New decisions expected to be Council-level decisions were review and approval of the Ad Hoc Municipal Facilities Committee's ("Committee") recommendations, the final approval of the project design, the ultimate approval of the project schedule, and some of the very specific design items, such as the Council Chamber and Municipal Court.

In terms of the Committee approach, the Committee was the first line of public input and would provide reviews of the design concepts and recommendations to City Council for approval. Very specific agenda items would be established for each meeting so that the Committee members would know ahead of time what topics would be discussed. Additionally, every effort would be made to get consensus recommendations from the Committee. If full consensus could not be

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reached, the topic would be presented to City Council, along with the top two or more recommendations, for consideration.

In terms of other proposed public input into the process, Mr. Gerber planned to have an open public comment period at the beginning of each of the Committee's meetings so that the public could participate and provide input to the Committee throughout the process.

With respect to the project schedule, concept and schematic designs were expected to be completed in early 2015, with construction documents completed in August of 2015.

Mayor Pro Tem Nathan opened the floor for questions from City Council regarding Mr. Gerber's presentation. Following questions from members of City Council, Mayor Pro Tem Nathan called for action on the motion before City Council, as amended.
(Requested by Paul A. Hofmann, City Manager)

RESULT:	**ADOPTED AS AMENDED [4 TO 0]**
MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nathan, Reed, McLaughlan, Friedberg
ABSTAIN:	Pappas
ABSENT:	Nauert, Avioli Sr.

2. Consideration of and possible action on the approval of the City of Bellaire 2014 Compensation Study and recommendation for implementation of said study.

Paul A. Hofmann, City Manager, referenced a report that he previously provided to City Council on October 6, 2014, regarding a Compensation Study that had recently been completed, along with a recommendation on the implementation of the study results.

The recommendation suggested a full implementation of the 2014 Compensation Study results to begin six (6) months into the fiscal year around April 1, 2015, with an exception for patrol officers, their implementation of which would start on January 1, 2015. In addition to the market adjustment for the patrol officer positions of 8%, it was suggested that a 5% premium be added to that market adjustment.

City Manager Hofmann noted that several members of City Council had expressed an interest in accelerating the implementation of the patrol officer market adjustment and premium pay adjustment to the first of November. Subsequent to that, Mayor Pro Tem Nathan contacted City Manager Hofmann and asked what it would take to accelerate the implementation of the rest of the study from April 1st to January 1st.

Accelerating the implementation of the study would cost approximately $120,000 and the expense could be accommodated in the current fiscal 2015 budget if the City also amended the sales tax revenue projections in 2015. City Manager Hofmann indicated that if City Council wished to consider implementing the market adjustment and premium pay adjustment for the patrol officer position on November 1, 2014, and implementing the market adjustment for the remaining employees on January 1, 2015, he should be directed to come back at a

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subsequent City Council meeting with an amendment to the FY 2015 budget to accommodate the additional expenses and amend the revenue budget as well so that there would be no negative impact on the ending balance for FY 2015.

Motion:

To implement the 2014 Compensation Study with an acceleration of the patrolmen's premium to November 1, 2014, and the implementation of all employees' salaries beginning January 1, 2015.

{Motion moved by Roman F. Reed, Councilman, and seconded by Gus E. Pappas, Councilman}

Discussion ensued among members of City Council regarding the motion on the table.

Amendment (No. 1) to Main Motion:

To include all officers working in the detective area in the premium pay adjustment (5%).

The amendment was moved by Pat B. McLaughlan, Councilman. The amendment failed due to the lack of a second.

After noting no further discussion on the main motion, Mayor Pro Tem Nathan called for a vote.
(Requested by Paul A. Hofmann, City Manager)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roman F. Reed, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

3. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, fixing the tax rate and tax levy for the City of Bellaire, Texas, for tax year 2014 (fiscal year beginning October 1, 2014, and ending September 30, 2015), upon all taxable property in said City.

Motion:

That the property tax rate be increased by the adoption of a tax rate of $0.3936, which is effectively a 7.60 percent increase in the tax rate.

Record Vote:

Roman F. Reed - Yes;
Gus E. Pappas - Yes;
Amanda B. Nathan - Yes;
Pat B. McLaughlan - Yes; and
Andrew S. Friedberg - Yes.
(Requested by Linda Symank, Finance Administration)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roman F. Reed, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

4. Consideration of and possible action on a request for a record vote by City Council to ratify the property tax increase reflected in the City of Bellaire, Texas, Fiscal Year 2015 Budget, adopted on September 8, 2014, by Ordinance No. 14-049, in accordance with the Texas Local Government Code, Chapter 102, Municipal Budget, Section 102.007(c), Adoption of Budget.

Motion:

To ratify the property tax increase reflected in the FY 2015 adopted budget.

Record Vote:

Roman F. Reed - Yes;
Gus E. Pappas - Yes;
Amanda B. Nathan - Yes;
Pat B. McLaughlan - Yes; and
Andrew S. Friedberg - Yes.
(Requested by Diane K White, Organizational Services)

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

5. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a First Amendment to the Joint Use Agreement dated January 22, 2004, by and between the Houston Independent School District and the City of Bellaire, Texas, for the purpose of updating the location of the playground and surface parking areas shown on Exhibit "A" to the Joint Use Agreement (Exhibit B to Ordinance No. 03-095) in accordance with plans for a new Condit Elementary School.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a First Amendment to the Joint Use Agreement dated January 22, 2004, by and between the Houston Independent School District and the City of Bellaire, Texas, for the purpose of updating the location of the playground and surface parking areas shown on Exhibit "A" to the Joint Use Agreement (Exhibit B to Ordinance No. 03-095) in accordance with plans for a new Condit Elementary School.
(Requested by John McDonald, Community Development)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

H. Items for Future Agendas; Community Interest Items from City Council.

Community Interest Items from the City Council included reminders regarding the Great Pumpkin Hunt at Loftin Park (Thursday, October 23), Recycles Fest 2014 at Loftin Park (November 1), Groundbreaking Ceremony for Condit Elementary School (Saturday, November 1), and Early Voting.

Expressions of thanks were given by Councilman Gus E. Pappas to members of City Council for their confidence in him as a Liaison to the Ad Hoc Municipal Facilities Committee and by Councilman Roman F. Reed for City Council's initiatives to accelerate the compensation study for employees and premium pay for patrol officers.

Mayor Pro Tem Nathan, prior to closing the meeting, referenced an article that appeared in the Houston Chronicle related to a request from HISD Superintendent Terry Grier that various principals reduce their school populations.

I. Adjourn.

Motion:

To adjourn the Regular Session of the City Council of the City of Bellaire, Texas, at 8:58 p.m. on Monday, October 20, 2014.

RESULT:	**UNANIMOUS [5-0]**
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nathan, Reed, Pappas, McLaughlan, Friedberg
ABSENT:	Nauert, Avioli Sr.

Minutes Acceptance: Minutes of Oct 20, 2014 7:00 PM (Minutes of the Regular Session held on October 20, 2014.)

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
INFORMATION ITEM (ID # 1407)

Meeting: 11/03/14 07:00 PM
Department: City Clerk
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 1407

Item Title:

Presentation of City Manager's Report dated November 3, 2014, regarding contract inspection services in Development Services.

Background/Summary:

Paul A. Hofmann, City Manager, will present the City Manager's Report dated November 3, 2014, to members of City Council. The report will include an overview of contract inspection services in the Development Services Department.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

City Manager Paul A. Hofmann recommends acceptance of the City Manager's Report dated November 3, 2014, into the record.

ATTACHMENTS:

- Contract Inspectors Memorandum (PDF)

CITY OF BELLAIRE
DEPARTMENT OF DEVELOPMENT SERVICES

MEMORANDUM

To: Paul Hofmann, City Manager
From: John McDonald, Director of Development Services
CC:
Date: October 30, 2014
Subject: Contract Inspectors

As staffing levels have fluctuated over the years, the City has contracted with Bureau Veritas for the provision of inspection and plan review services to support and back up our departmental staff inspectors. Recently, Bureau Veritas significantly increased their fee schedule and modified their service model. They are moving away from providing on-call service which is how we have predominately used them; instead focusing on a construction project based model. For new residential construction, this would require us to have them review the house plans and conduct all inspections for a specific address.

While we appreciate the support that Bureau Veritas has provided, these changes have led us to seek other service providers that better meet the needs and budget of this Department. With the help of the Building Official, I have been able to identify several local providers of plan review and inspection services whose fees and services will better support our efforts.

Permit Technician William Davidson has recently been promoted to Building Inspector and is currently undergoing training with Lee Cabello, and is preparing for his ICC Residential Inspector and Plan Review certifications. His addition to our inspections staff better prepares us to meet the needs of the community. Lee and I are confident that he will soon be prepared to handle inspections on his own.

While Bureau Veritas will continue to provide services for those construction projects that we have already assigned them, all new plan submittals will either be handled in house or through one of our newly identified consultants.

Attachment: Contract Inspectors Memorandum (1407 : City Manager's Report dated November 3, 2014)

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
ACTION ITEM (ID # 1374)

Meeting: 11/03/14 07:00 PM
Department: City Manager
Category: Ordinance
Department Head: Diane K White
DOC ID: 1374

Item Title:

Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, finding and determining that the "2015-2020 Bellaire Cultural Arts Board Master Plan" for the City of Bellaire, Texas, prepared and presented by the Bellaire Cultural Arts Board, be adopted as the official "Cultural Arts Board Master Plan" for the period 2015-2020 for the City of Bellaire, Texas.

Background/Summary:

The BCAB Master Plan is updated every five years to implement amended City Council charges, and address the Board's accomplishments/shortcomings. This revision focuses on goal setting, with a shift of procedural and administrative content to more appropriate documents. It establishes five Guiding Principles that elaborate on the Board's interpretation of its charge from City Council. Finally, the Master Plan prioritizes long and short-term goals.

Previous Council Action Summary:

The CAB Master Plan was last revised in 2011, with an original adoption by resolution in 2007 (07-18). Council amended the CAB's charge and name in 2010 (10-017).

Fiscal Impact:

N/A

Recommendation:
Assistant City Manager, Diane White recommends the adoption of the Bellaire Cultural Arts Board Master Plan as presented.

ATTACHMENTS:

- Adoption of Cultural Arts Master Plan for the period 2015-2020 (DOC)
- CAB DRAFT MASTER PLAN (PDF)

Attachment: Adoption of Cultural Arts Master Plan for the period 2015-2020 (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd

RESOLUTION NO. 14-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, FINDING AND DETERMINING THAT THE "2015-2020 BELLAIRE CULTURAL ARTS BOARD MASTER PLAN" FOR THE CITY OF BELLAIRE, TEXAS, PREPARED AND PRESENTED BY THE BELLAIRE CULTURAL ARTS BOARD, BE ADOPTED AS THE OFFICIAL "CULTURAL ARTS BOARD MASTER PLAN" FOR THE PERIOD 2015-2020 FOR THE CITY OF BELLAIRE, TEXAS.

WHEREAS, heretofore previously, the City Council of the City of Bellaire, Texas, adopted the "2008-2012 Bellaire Arts Commission Master Plan" as the official Master Plan by Resolution No. 07-18 on the 17th day of December, 2007; and

WHEREAS, the Cultural Arts Board of the City of Bellaire, Texas ("Cultural Arts Board"), has updated and amended the Master Plan to implement amended City Council charges, address the Board's accomplishments and areas for improvement, and to prioritize long- and short-term goals for the Cultural Arts Board; and

WHEREAS, the Cultural Arts Board recommends adoption by the City Council of the City of Bellaire, Texas, of the updated and amended "2015-2020 Bellaire Cultural Arts Board Master Plan"; and

WHEREAS, the City Council of the City of Bellaire, Texas, finds and determines that the "2015-2020 Bellaire Cultural Arts Board Master Plan," is a valuable tool and should be adopted by the City of Bellaire, Texas; **NOW, THEREFORE,**

Attachment: Adoption of Cultural Arts Master Plan for the period 2015-2020 (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY BELLAIRE, TEXAS:

1. **THAT** the recitals set forth above are true and correct.

2. **THAT** the City Council of the City of Bellaire, Texas, desires to adopt the "2015-2020 Bellaire Cultural Arts Board Master Plan," attached hereto and marked Exhibit "A," and that said attachment is hereby adopted as the official Bellaire Cultural Arts Board Master Plan for the period 2015-2020 for the City of Bellaire, Texas.

PASSED, APPROVED, and **ADOPTED** this 3rd day of November, 2014.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

2015-2020
Bellaire Cultural Arts Board
Master Plan

DRAFT

Original Master Plan:	12/17/2007
1st Revision (2008-2012):	06/06/2011
2nd Revision (2015-2020):	__/__/2014

Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

Board Creation and Charge from City Council

The group that became the Bellaire Cultural Arts Board was established in 2004, when City Council approved Ordinance No. 04-027. It stated that public art enhances community value, and such an investment would sustain Bellaire's intrinsic value, foster a community identity, and enhance desirability. The interim Bellaire Arts Council was made a standing committee (Bellaire Arts Commission), with the mission of:

- Preparing and submitting to the City Council recommendations for public art projects and improvements to be located in public spaces within Bellaire;
- Preparing and submitting budgets for the development and installation of any public art projects and improvements recommended by the Bellaire Arts Commission; and
- Investigating and recommending possible funding mechanisms to the City Council for an ongoing public arts program.

The Board's scope expanded in 2010. On March 1 of that year, City Council approved Ordinance No. 10-017. It repealed and replaced the original code. That changed the Bellaire Arts Commission's name to reflect that broader mission, including support for projects involving cultural events, with modified objectives:

- Preparing and submitting to the City Council of the City of Bellaire, Texas, recommendations for public art projects and improvements to be located in public spaces within the City of Bellaire, Texas.
- Preparing and submitting budgets for the development and installation of any public art projects and improvements recommended by the Bellaire Cultural Arts Commission to the City Council of the City of Bellaire, Texas.
- Investigating and recommending to the City Council of the City of Bellaire, Texas, possible funding mechanisms for an ongoing public arts program.
- Participating in cooperative projects with City departments, boards, commissions, committees, and nonprofit entities.

The City Council adopted recommendations by the 2011 Sunset Review Committee. This changed the name of the BCAC to BCAB, replacing "commission" with "board."

The Board adopted a new Master Plan in 2014 to guide its activities from 2015 to 2020. [City Council voting count and any other noteworthy action will be included here on the final version]

DRAFT

Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

Executive Summary

In 2006, the City of Bellaire developed a Master Plan to initiate and implement public art projects. That Plan was adopted in 2007, and revised in 2011.

The Bellaire Cultural Arts Board recognized the need to update its Master Plan again in 2014. The BCAB sought a short and focused document to encourage readership. The Board further desired flexibility that would influence future members, without limiting their options. Lastly, the Board wished to relocate all discussion of process to the BCAB's Rules & Procedures, which will leave the Master Plan to focus on goal setting.

The updated Master Plan was to:

- be concise and flexible;
- define the Board's updated mission;
- justify the Board's existence;
- and be goal rather than process oriented.

A Master Plan Subcommittee was formed after the BCAB held general Plan revision discussions. The Subcommittee's proposals were then refined and ranked by the full membership. The revised Plan was unanimously approved by the BCAB on September 10th, 2014, and then forwarded for Council consideration. The Bellaire City Council adopted the revised Plan on November 3, __, 2014.

Guiding Principles

The Cultural Arts Board clarifies its purpose with five guiding principles. These statements explain the Board's mission, and why that work is important to the citizens of Bellaire.

In all of its efforts, the Bellaire Cultural Arts Board:

- coordinates projects, events, and collections for the City;
- collaborates with related semi-public organizations;
- facilitates citizen and student participation/appreciation of the arts;
- empowers local professionals, students, and hobbyists in the arts;
- and prioritizes public art funding, explores grants, and fundraises.

Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

Goal Setting

The following goals cover *Ongoing Projects/Regular Duties* and *One-Time/Special Projects*. Some are purposefully broad to give future Boards implementation freedom. Others specifically explain the current membership's thought process. The goals are listed in priority order, ranked by BCAB members. The top two goals in both "ongoing" and "one-time" categories received disproportionately strong support in voting.

Ongoing Projects/Regular Duties

- The BCAB should stay involved with the City's wayfinding and beautification efforts.
  - Continue representation on relevant ad-hoc boards and committees.
  - Seek new opportunities to advise Staff and Council on the issues.
- The BCAB should continue to direct City art projects and cultural events.
- The BCAB should extend its oversight of the City's acquisition and management of physical art.
  - Update the City of Bellaire Public Art Inventory annually as a stand-alone document. Include information such as:
    - description of installation/piece
    - photographs/planning illustrations
    - location of each installation/item in GIS
    - date of completion/installation
    - maintenance milestones (detailed below)
    - annual presentation of updated inventory to City Council
  - Establish a Maintenance Policy for newly acquired and existing pieces. Major components of this document might include:
    - research and suggest best practices for broad art categories
    - consider replacement of deteriorated art currently owned by the City of Bellaire
    - research restoration of significant pieces in need of work
    - recommend materials/styles that have withstood prolonged installation (mosaic vs. vinyl Art Benches for example)
  - Provide staff and Council guidance on art selection. The BCAB might:
    - choose art for City facilities
    - suggest art for special events
- The BCAB should encourage regular citizen participation in Board proceedings.

DRAFT

Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

- Widely publish meeting schedules.
- Build community awareness of the Board and its mission.
- Recruit repeat volunteers to build a pipeline of future Board membership to eliminate vacancies and last choice appointments.
- Establish a BCAB social media channel, utilizing online networks like:
  - Twitter
  - Facebook
  - Instagram

- The BCAB should begin promotion and utilization of the newly adopted City Donation Policy relating to cultural art projects.
- The BCAB should act as a central repository of public events.
  - Suggest cultural event announcements for the City's website.
    - informally, through the existing personal/professional networks of the Board's members
  - Consider establishing a separate "Cultural Community Calendar" iCal feed for City and semi-public events, to be hosted on the City website.
    - wider coverage of non-City events
    - less clutter on main calendar feed
  - Establish regular contact with organizations hosting relevant events.
- The BCAB should coordinate with other public/semi-public organizations.
  - Assign a BCAB liaison to attend other City boards, report to BCAB, and suggest relevant reading from their minutes. Consider groups such as:
    - Parks & Recreation Board
    - Planning & Zoning Commission
    - Environmental & Sustainability Board
    - Bellaire Historical Society
    - Patrons for Bellaire Parks
    - Bellaire Young Mothers

One-Time/Special Projects

- The BCAB should draft reference guidelines for use by the Planning & Zoning Commission and City Council when considering plaza space/public amenity dedications for Planned Development Districts, parks, and streetscape upgrades.
  - Write non-binding recommendations for use by P&Z and Council.

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Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

- Become involved as citizen participants at statutory boards during future zoning code amendments involving aesthetics and the arts.

- The BCAB should promote the establishment of an artists' database that would serve as a resource for the local art community and those seeking their services.
  - Investigate options for a database website/social networking for:
    - artists/performer registry
    - getting the word out
    - grants and gigs
    - announcements/calendar
    - possibly run as a City internship program

- The BCAB should investigate Federal, State, County, and private-sector grant opportunities to supplement municipal funding sources for art projects.

- The BCAB should establish a program to exhibit art on a temporary basis, with the option to acquire popular examples.
  - The program would:
    - give aspiring local artists a start and exposure
    - allocate exhibition space within public esplanades
    - designate indoor display space in City facilities

- The BCAB should continue to seek out and facilitate participation from citizens, for the Board's own projects, and the arts in general.
  - Continue to run youth art contests.
  - Keep utilizing a jury selection process for BCAB project designs.
  - Conduct as-needed online and traditional surveys.
  - Regularly attend and participate in partner events.

- The BCAB should engage with public and private schools to supplement eliminated or reduced art curriculum.
  - The BCAB should serve as a point of contact for school groups wishing to perform at community events or display art at facilities.
  - The Board could maintain a list of local cultural and art experts willing to volunteer time in public schools, including:
    - contact information
    - general expertise offered
    - age group appropriateness
    - special space/supply needs

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Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

Implementation Timeframe

The Board recognizes this Plan's ambitious scope. Full implementation of the ongoing projects portion alone will require a higher level of membership commitment. Several of these ongoing projects will entail significant startup time as well.

The one-time projects are intended to establish a long-term roadmap. It may take 10 years or more to implement these ideas. The top two projects received 75% of the ranking points during priorities balloting, so the current membership will focus on those items. This leaves future BCAB appointees the option of picking up with the other projects, or establishing their own concepts.

	Rank	Goal	Points
Ongoing Projects	1	Stay involved with the City's wayfinding and beatification efforts through representatio	60
	2	Direct City of Bellaire art projects and cultural events	15
	3	Establish a Maintenance Plan for newly acquired and existing pieces	8
	4	Update the City of Bellaire Public Art Inventory annually	7
	5	Recruit repeat volunteers, form a pipeline of future Board appointees to eliminate vac	5
	5	Seek out and facilitate participation from citizens, for the Board's own projects, and the	5
	7	Begin promotion and utilization of the newly adopted City Donation Policy relating to c	2.5
	8	Act as a central repository of public events	1
	9	Coordinate with other public/semi-public organizations	0.5
	10	Establish a BCAB social media channel	0
One-Time	1	Draft guidelines for Planning & Zoning and City Council to use as a reference when con	45
	2	Promote the establishment of an artist's database that would serve as a resource for the	33
	3	Investigate Federal, State, County, and local grant opportunities to supplement munici	12
	4	Provide staff and Council guidance on art selection	9
	5	Establish a program to exhibit art on a temporary basis, with the option to acquire popu	3
	6	Engage with public and private neighborhood schools to supplement eliminated or redu	0

Goal Rank Voting: The goals were ranked by BCAB members with 1st, 2nd, and 3rd place votes. The top two goals in each category received overwhelmingly strong support (over 75%).

Future Updates to this Master Plan

The Plan's short length and removal of process elements will permit easier updates. A third revision should be undertaken if future members feel the goals need to be tweaked prior to 2020. Additionally, a major revision may be helpful if City Council again alters the Board's configuration.

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Previous Studies Addressing Cultural Arts in Bellaire

Several citywide planning projects preceded this Master Plan update. One was "A Framework for Desirable Growth" (2005 Rice University Study). It stressed a "high" desire for greater visual appeal within the City Center among business owners and developers. It stated that Downtown "needs to have a distinct look and feel in order to differentiate it from other areas of the city," through lighting, landscaping, and signage.

The Bellaire City Council commissioned the "Quality of Life Report" (2005 University of Houston Report). The study defined quality of life as "the level of enjoyment and fulfillment derived by humans from the life they live within their local economic, cultural, social, and environmental condition." It identified model cities with successful quality of life programs focusing on public art as a community benchmark.

The City of Bellaire hired Kendig Keast Collaborative to update its Comprehensive Plan. That document was adopted in 2009. The Plan covers many topics with cultural arts relevance. Plan goals covering Downtown redevelopment, parks and open space, City image, quality of life, and thoroughfare improvements, all influenced the initial goal setting of this Master Plan. Grand efforts, such as the UV-D, UV-T, and CMU zoning district creation, will present on-going opportunities for BCAB participation. Plaza space concepts, public land programing, and beautification are all priorities of current BCAB membership, and are supported by the Comprehensive Plan.

The Bellaire City Council adopted and revised a set of five priorities in 2013. Several of these statements support the mission of the BCAB, and influence the wording of this Master Plan's goals. A few relevant excerpts are:

- *"...[Bellaire] is dedicated to ensuring that the existing public infrastructure and facilities are reviewed, evaluated, and maintained to the highest possible standard..."*
- *"...[Bellaire] will take a proactive role in the long-term development of cultural and recreational areas..."*
- *"...[Leaders must] ensure that Bellaire is the most desirable city in the area..."*

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First Arts Master Plan and Revision History

Original Adoption

The adoption date of the first BAC Master Plan was December 17, 2007 (Resolution No. 07-18), with the following members serving on the City Council and BAC (formerly the Bellaire Arts Council):

City Council

- Cynthia Siegel, Mayor
- Peggy Faulk, Mayor Pro Tem
- Will Hickman, Councilman
- John F. Monday, Councilman
- Debra Marz Davison, Councilwoman
- Pat McLaughlan, Councilman
- John Jeffery, Councilman

Bellaire Arts Commission

- Kathy Biddle, Chair
- Jamie Allen, Vice Chair
- Wendy Bantle, Commissioner
- Cindy Cozewith, Commissioner
- Kathryn M. Hardin, Commissioner
- Kay Hieronymus, Commissioner
- Charlene O'Shea, Commissioner

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First Revision 2008-2012

The BCAC Master Plan was revised and adopted on 06/06/2011 (first revision), by the following members serving on the City Council and BCAC:

City Council

- Cynthia Siegel, Mayor
- Dr. Phil Nauert, Mayor Pro Tem
- Will Hickman, Councilman
- James P. Avioli, Sr., Councilman
- Corbett Daniel Parker, Councilman
- Andrew S. Friedberg, Councilman
- Mandy Nathan, Councilwoman

Bellaire Cultural Arts Commission

- Ed Dumont, Co-Chair
- Judy McConnell, Co-Chair
- Wendy Bantle, Commissioner

Attachment: CAB DRAFT MASTER PLAN (1374 : Bellaire Cultural Arts Board Master Plan Update (2nd Revision, 2015-2020))

- Kathy Biddle, Commissioner
- Johnnie P. Frazier, Commissioner
- Terry Leavitt-Chavez, Commissioner
- Susan Farb Morris, Commissioner

Second Revision 2015-2020 (current version)

The BCAB Master Plan was revised and adopted by resolution on _____ (second revision, Resolution No. ____), with the following members serving on the City Council and BCAB (formerly BCAC):

City Council

- Dr. Phil Nauert, Mayor
- Mandy Nathan, Mayor Pro Tem
- Roman F. Reed, Councilman
- James P. Avioli, Sr., Councilman
- Gus E. Pappas, Councilman, Council Liaison to the BCAB
- Pat McLaughlan, Councilman
- Andrew S. Friedberg, Councilman

Bellaire Cultural Arts Board

- Terry Leavitt-Chavez, Chair
- Stephanie Goldfield, Vice Chair
- Jill Patir, Secretary
- Jennifer Hawes, Board Member
- Jacquelyn Quick, Board Member
- Lisa Risoli, Board Member
- Andrew Williamson, Board Member

BCAB Master Plan Subcommittee

- Christopher Butler, Subcommittee Chair, Master Plan Author
- Terry Leavitt-Chavez, Subcommittee Member
- Gretchen Sparks, Subcommittee Member

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Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
ACTION ITEM (ID # 1117)

Meeting: 11/03/14 07:00 PM
Department: Public Works
Category: Contract
Department Head: Brant Gary
DOC ID: 1117

Item Title:

Consideration of and possible action on a recommendation from the Bellaire Public Works Department to award Bid No. 15-001, FY2014-2015 Street & Sidewalk Pavement Management Project, to AAA Asphalt Paving, Inc., in an amount not to exceed $2,177,190.00 and authorization for the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with AAA Asphalt Paving, Inc., for said project in an amount not to exceed $2,177,190.00.

Background/Summary:

Item Summary:

Two (2) bids were opened on October 14, 2014. Bids ranged from $2,177,190.00 to $2,794,600.00.

AAA Asphalt Paving, Inc. submitted the lowest responsible bid.

This project involves the milling of existing asphalt pavement, concrete and asphalt pavement point repairs, and the placement of asphalt overlay over concrete & asphaltic concrete pavement & placement of storm sewer throughout the City. Sections of sidewalk on designated streets will be removed and replaced.

The original estimated cost for this project was $2,800,000.00 (Engineering: $349,250.00; Construction: $2,432,750.00; Material Testing: $18,000). With this proposed contract award, the total cost of the project will be $2,544,440.00 (Engineering: $349,250.00; Construction: $2,177,190.00; Material Testing: $18,000).

Based on the Street and Sidewalk Condition Assessment, the following streets are in the project:

Street Repair

The street blocks designated for street repair are as follows:

- 5600 Block of Whitehaven
- 5500 Block of Aspen
- 5500 Block of Huisache
- 5500 Block of Grand Lake
- 5500 Block of Little Lake
- 5200 Block of Valerie
- 5200 Block of Holly
- 5200 Block of Maple
- 4600 Block of Park Court
- 4600 Block of Locust
- 100 Block of Datonia
- 100 Block of Ferndale

- 4600 Block of Cedar Oaks
- 4400 Block of Acacia
- 4500 Block of Live Oak
- 500 - 800 Blocks of Mulberry Lane

Sidewalk Repair

The street blocks designated for sidewalk repair are as follows:

- 4300-5400 Blocks of Bellaire Blvd
- 7800-8200 Blocks of Chimney Rock
- 6300-8300 Blocks of S. Rice Avenue
- 4300-5300 Blocks of Bissonnet Street
- 5200 Block of Mimosa
- 5200 Block of Chestnut
- 4800 Block of Beech
- 4700-4800 Blocks of Wedgewood
- 4700-5000 Blocks of Tamarisk
- 4700-4800 Blocks of Saxon
- 4700-4800 Blocks of Evergreen
- 100 Block of Pembrook
- 4500 Block of Town Oaks Place
- 5300 Block of Evergreen
- 4500 Block of Acacia
- 6900 Block of First Street
- 4500 Block of Locust
- 5100 Block of Grand Lake
- Newcastle Trail from Bellaire Blvd. to Bissonnet Street

A community meeting is tentatively scheduled for Tuesday, November 18, 2014 at 6:00 pm at the Civic Center to discuss the project scope, its potential impacts and what it is intended to be accomplished.

Source of Funding:

This project will be funded by the FY2014 METRO Fund and CIP - Street Condition Management Program: $1,500,000 and Sidewalk Program: $1,300,000.

Recommendation:

The Director of Public Works and City Engineer recommend that this bid be awarded to the lowest qualified bidder, AAA Asphalt Paving, Inc. in an amount not to exceed $2,177,190.00. ARKK Engineers has thoroughly researched the qualifications and reputation of said firm and has found them to be fully qualified and capable of completing the project within the bid cost.

ATTACHMENTS:

- Standard Form of Agreement with AAA Asphalt Paving Inc - FY 2014-2015 Street and Sidewalk Pavement Management Project (DOC)
- FY2014-15 Streets & Sidewalk Project - Letter of Recommendation(PDF)

ORDINANCE NO. 14-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A *STANDARD FORM OF AGREEMENT* WITH AAA ASPHALT PAVING, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PERFORMANCE AND PROVISION OF ANY AND ALL SERVICES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FY2014-2015 STREET AND SIDEWALK PAVEMENT MANAGEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $2,177,190.00.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with AAA Asphalt Paving, Inc., in a form as attached hereto and marked Exhibit "A," for the performance and provision of any and all services, materials, and equipment necessary for the FY2014-2015 Street and Sidewalk Pavement Management Project in an amount not to exceed $2,177,190.00 (Bid No. 15-001, FY2014-2015 Street and Sidewalk Pavement Management Project).

PASSED and **APPROVED** this 3rd day of November, 2014.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Philip L. Nauert
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

LETTER OF RECOMMENDATION

for

FY2014-2015 STREET & SIDEWALK PAVEMENT MANAGEMENT PROJECT

CITY OF BELLAIRE

SEPTEMBER, 2014

ARKK JOB NO. 14-014

7322 Southwest Fwy Suite 1040 • Houston, TX 77074 • (713)-400-ARKK • www.arkkengineers.com • TX PE Firm No. 13872

Attachment: FY2014-15 Streets & Sidewalk Project - Letter of Recommendation (1117 : FY2014-2015 Street & Sidewalk Pavement Management

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Attachment: FY2014-15 Streets & Sidewalk Project - Letter of Recommendation (1117 : FY2014-2015 Street & Sidewalk Pavement Management

LETTER OF RECOMMENDATION

ARKK ENGINEERS

October 23, 2014

Mr. Brant Gary
Director of Public Works
City of Bellaire
7008 S. Rice Ave.
Bellaire, Texas 77401

Re: **Letter of Recommendation for FY2014-2015 Street Pavement & Sidewalk Management Project**
City of Bellaire
ARKK Job No. 14-014

Dear Mr. Gary:

On October 14, 2014, two (2) bids were received for the above referenced project. This project involves the removal and replacement of sections of distressed street and sidewalk pavement, inlets, curbs and asphalt and the addition of inlets to existing storm sewers where possible. Some streets may require repairs to relatively small areas, others may need a complete mill and overlay or only a portion of the street resurfaced. The sidewalk portion of the project includes repairs to existing sidewalks throughout the city and the removal of the final section of the deteriorated asphalt section of the Newcastle trail and replaced with a concrete trail.

The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Two (2) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The City's budget for this project is $2,432,750.00

2. The bids for the total project are as follows:

Bidder	Total Bid
AAA Asphalt Paving, Inc.	$2,177,190.00
Main Lane Industries, Ltd.	$2,794,600.00

A copy of the bid tabulation is enclosed with this letter.

Attachment: FY2014-15 Streets & Sidewalk Project - Letter of Recommendation (1117 : FY2014-2015 Street & Sidewalk Pavement Management

3. Qualifications and References – AAA Asphalt Paving, Inc. provided a List of Qualifications, Subcontractors and Major Suppliers for this project. The references provided by AAA Asphalt Paving, Inc. were contacted and information on their performance and capabilities to perform similar work was obtained. The references contacted indicated that AAA Asphalt Paving, Inc. completed the work in a timely manner and they were impressed with their work.

AAA Asphalt Paving, Inc. is currently working on FY2013 Street Maintenance Project for the City and the work is being performed in a satisfactory manner. AAA Asphalt Paving, Inc. has also successfully completed several projects for the City of Bellaire previously. City staff and ARKK Engineers have been satisfied with the quality and performance of AAA Asphalt on these projects.

AAA Asphalt Paving, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Bellaire award the **FY2014-2015 Street Pavement & Sidewalk Management Project to AAA Asphalt Paving, Inc. for a total amount of $2,177,190.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC

James B. Andrews, P.E.
City Engineer

BID TABULATION

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER AAA Asphalt Paving, Inc.		Main Lane Industries, Ltd.	
BASE BID ITEMS - PAVING							
1	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	37,000	$3.25	$120,250.00	$5.00	$185,000.00
2	Mill or grind existing concrete pavement (2" max depth, 12" wide) leaving a smooth surface, complete in place, the sum of	L.F.	50	$22.00	$1,100.00	$60.00	$3,000.00
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	2,000	$85.00	$170,000.00	$125.00	$250,000.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	37,000	$12.25	$453,250.00	$15.00	$555,000.00
5	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	10,000	$1.50	$15,000.00	$2.75	$27,500.00
6	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2,200	$125.00	$275,000.00	$180.00	$396,000.00
7	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	125	$150.00	$18,750.00	$280.00	$35,000.00
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,500	$20.00	$30,000.00	$24.00	$36,000.00
9	Remove and replace existing concrete curb & gutter, including sawcutting and reinforcement, complete in place, the sum of	L.F.	650	$50.00	$32,500.00	$57.00	$37,050.00
10	Retaining Wall (12-24-inches in height), complete in place, the sum of	LF	100	$75.00	$7,500.00	$75.00	$7,500.00
11	Remove and replace existing concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, complete in place, the sum of	S.Y.	500	$145.00	$72,500.00	$193.00	$96,500.00
12	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100	$25.00	$2,500.00	$55.00	$5,500.00
	SUBTOTAL BASE BID PAVING ITEMS:				**$1,198,350.00**		**$1,634,050.00**
BASE BID ITEMS - SIDEWALKS							
13	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	34,000	$10.50	$357,000.00	$17.00	$578,000.00
14	Proposed 4.5" concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	800	$8.50	$6,800.00	$17.00	$13,600.00
15	Remove & Replace existing asphalt trail with 5" concrete sidewalks, including sawcutting, 6" cement stabilized sand subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	26,000	$12.50	$325,000.00	$11.50	$299,000.00
16	Remove and replace wheelchair ramp to TDLR/TAS standards, complete in place, the sum of:	EA	60	$1,900.00	$114,000.00	$1,400.00	$84,000.00
17	Adjust Manhole Covers to Grade, complete in place, the sum of:	EA	5	$250.00	$1,250.00	$500.00	$2,500.00
18	Adjust Valve Boxes to Grade, complete in place, the sum of:	EA	5	$200.00	$1,000.00	$100.00	$500.00
19	Relocate Existing Watermeters & Meterboxes, complete in place, the sum of:	EA	3	$600.00	$1,800.00	$400.00	$1,200.00
20	2" PVC Schedule 40 Electical Conduit, complete in place, the sum of:	L.F.	40	$20.00	$800.00	$20.00	$800.00
	SUBTOTAL BASE BID SIDEWALKS ITEMS:				**$807,650.00**		**$979,600.00**
BASE BID ITEMS - DRAINAGE							
21	Remove and replace PVC yard drain lines with like size PVC Schedule 40 pipe, through concrete curb, complete in place, the sum of	L.F.	100	$50.00	$5,000.00	$10.00	$1,000.00
22	Remove and dispose of existing storm sewer inlets, complete in place, the sum of:	EA.	2	$1,500.00	$3,000.00	$1,700.00	$3,400.00
23	Type A Inlet, cast in place or precast, complete in place, the sum of	EA.	5	$3,000.00	$15,000.00	$3,450.00	$17,250.00
24	Type BB Inlet, cast in place or precast, complete in place, the sum of	EA.	2	$3,500.00	$7,000.00	$5,150.00	$10,300.00
25	Type C Inlet, cast in place or precast, complete in place, the sum of	EA.	1	$3,200.00	$3,200.00	$6,750.00	$6,750.00
26	Remove & Replace Type BB Inlet top section, complete in place, the sum of	EA.	2	$2,000.00	$4,000.00	$2,500.00	$5,000.00
27	Regrade existing swale, complete in place, the sum of	L.F.	1,000	$20.00	$20,000.00	$15.00	$15,000.00
28	12" SDR26 PVC storm sewer, all depths, complete in place, the sum of	L.F.	200	$50.00	$10,000.00	$90.00	$18,000.00
29	18" RCP storm sewer, all depths, complete in place, the sum of	L.F.	200	$100.00	$20,000.00	$100.00	$20,000.00
30	Trench Protection, complete in place, the sum of	L.F.	100	$5.00	$500.00	$10.00	$1,000.00
	SUBTOTAL BASE BID DRAINAGE ITEMS:				**$87,700.00**		**$97,700.00**
SUPPLEMENTAL ITEMS							
31	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	250	$35.00	$8,750.00	$40.00	$10,000.00
32	Extra concrete (all classes), complete in place, the sum of	C.Y.	150	$125.00	$18,750.00	$150.00	$22,500.00
33	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	100	$15.00	$1,500.00	$25.00	$2,500.00
34	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	$50.00	$10,000.00	$50.00	$10,000.00
35	As authorized by Engineer, extra excavation of unsuitable material for replacement with imported backfill, complete in place, the sum of	C.Y.	100	$12.00	$1,200.00	$10.00	$1,000.00
36	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	300	$12.00	$3,600.00	$10.00	$3,000.00
37	Retaining Wall (less than 12-inches in height), complete in place, the sum of:	LF	50	$35.00	$1,750.00	$75.00	$3,750.00
38	Remove and replace existing decorative concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	40	$350.00	$14,000.00	$360.00	$14,400.00
39	Remove & Relocate Signs, complete in place, the sum of:	EA.	5	$350.00	$1,750.00	$500.00	$2,500.00
40	Sanitary sewer service adjustment, complete in place, the sum of	EA.	4	$1,000.00	$4,000.00	$500.00	$2,000.00
41	Waterline service adjustment, complete in place, the sum of	EA.	10	$750.00	$7,500.00	$500.00	$5,000.00
42	4"' White thermoplastic pavement striping, complete in place, the sum of	L.F.	200	$7.50	$1,500.00	$2.50	$500.00
43	12" White thermoplastic pavement striping, complete in place, the sum of	L.F.	120	$12.00	$1,440.00	$5.00	$600.00
44	24" White thermoplastic pavement striping, complete in place, the sum of	L.F.	50	$25.00	$1,250.00	$10.00	$500.00
45	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20	$125.00	$2,500.00	$50.00	$1,000.00
46	Allowance for miscellaneous items, complete in place, the sum of	L.S.	1	$4,000.00	$4,000.00	$4,000.00	$4,000.00
	SUBTOTAL BASE BID SUPPLEMENTAL ITEMS:				**$83,490.00**		**$83,250.00**
	TOTAL BID ITEMS:				**$2,177,190.00**		**$2,794,600.00**

BID PROPOSAL

ORIGINAL

BID PROPOSAL
BID FOR UNIT PRICE CONTRACT

PLACE: Bellaire, Texas
DATE: 10-14-14
PROJECT NO. FY2014-2015
15-001

Proposal of
AAA Asphalt Paving Inc.
(Hereinafter called "Bidder")

CITY OF BELLAIRE RECEIVED OCT 14 2014 CITY CLERK'S OFFICE

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

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

FY2014-2015 STREET & SIDEWALK PAVEMENT MANAGEMENT PROJECT

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

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

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **240 consecutive calendar** days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$500.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

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

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

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

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

Bidder acknowledges receipt of the following addenda:

Addendum No. 1, dated 10-9-14

_____

_____

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

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

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

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

AAA Asphalt Paving Inc.
Bidder

By: Michael D. Hoffman
Signature

Type or Print:

Bidder's Name: Michael D. Hoffman

(If Bidder is a Corporation)

Bidder's Address: 10526 Tanner Rd.
Houston, Tx 77041

Attest:

Michael D. Hoffman
Secretary

(Corporate Seal)

Name of Person Signing: Michael D. Hoffman

Office Held: President

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
BASE BID ITEMS - PAVING					
1	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	37000	$ 3.25	$ 120,250.00
2	Mill or grind existing concrete pavement (2" max depth, 12" wide) leaving a smooth surface, complete in place, the sum of	L.F.	50	$ 22.00	$ 1,100.00
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	2000	$ 85.00	$ 170,000.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	37000	$ 12.25	$ 453,250.00
5	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	10000	$ 1.50	$ 15,000.00
6	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2200	$ 125.00	$ 275,000.00
7	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	125	$ 150.00	$ 18,750.00
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1500	$ 20.00	$ 30,000.00
9	Remove and replace existing concrete curb & gutter, including sawcutting and reinforcement, complete in place, the sum of	L.F.	650	$ 50.00	$ 32,500.00
10	Retaining Wall (12-24-inches in height), complete in place, the sum of	LF	100	$ 75.00	$ 7,500.00
11	Remove and replace existing concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, complete in place, the sum of	S.Y.	500	$ 145.00	$ 72,500.00
12	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100	$ 25.00	$ 2,500.00

SUBTOTAL BASE BID PAVING ITEMS: $1,198,350.00

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
BASE BID ITEMS - SIDEWALKS					
13	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	34000	$ 10.50	$ 357,000.00
14	Proposed 4.5" concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	800	$ 8.50	$ 6,800.00
15	Remove & Replace existing asphalt trail with 5" concrete sidewalks, including sawcutting, 6" cement stabilized sand subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	26000	$ 12.50	$ 325,000.00
16	Remove and replace wheelchair ramp to TDLR/TAS standards, complete in place, the sum of:	EA	60	$ 1,900.00	$ 114,000.00
17	Adjust Manhole Covers to Grade, complete in place, the sum of:	EA	5	$ 250.00	$ 1,250.00
18	Adjust Valve Boxes to Grade, complete in place, the sum of:	EA	5	$ 200.00	$ 1,000.00
19	Relocate Existing Watermeters & Meterboxes, complete in place, the sum of:	EA	3	$ 600.00	$ 1,800.00
20	2" PVC Schedule 40 Electical Conduit, complete in place, the sum of:	L.F.	40	$ 20.00	$ 800.00
	SUBTOTAL BASE BID SIDEWALK ITEMS:				$807,650.00
BASE BID DRAINAGE ITEMS					
21	Remove and replace PVC yard drain lines with like size PVC Schedule 40 pipe, through concrete curb, complete in place, the sum of	L.F.	100	$ 50.00	$ 5,000.00
22	Remove and dispose of existing storm sewer inlets, complete in place, the sum of:	EA.	2	$ 1,500.00	$ 3,000.00
23	Type A Inlet, cast in place or precast, complete in place, the sum of	EA.	5	$ 3,000.00	$ 15,000.00
24	Type BB Inlet, cast in place or precast, complete in place, the sum of	EA.	2	$ 3,500.00	$ 7,000.00
25	Type C Inlet, cast in place or precast, complete in place, the sum of	EA.	1	$ 3,200.00	$ 3,200.00

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
26	Remove & Replace Type BB Inlet top section, complete in place, the sum of	EA.	2	$ 2000.00	$ 4,000.00
27	Regrade existing swale, complete in place, the sum of	L.F.	1000	$ 20.00	$ 20,000.00
28	12" SDR26 PVC storm sewer, all depths, complete in place, the sum of	L.F.	200	$ 50.00	$ 10,000.00
29	18" RCP storm sewer, all depths, complete in place, the sum of	L.F.	200	$ 100.00	$ 20,000.00
30	Trench Protection, complete in place, the sum of	L.F.	100	$ 5.00	$ 500.00

SUBTOTAL BASE BID DRAINAGE ITEMS: $87,700.00

SUPPLEMENTAL ITEMS					
31	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	250	$ 35.00	$ 8,750.00
32	Extra concrete (all classes), complete in place, the sum of	C.Y.	150	$ 125.00	$ 18,750.00
33	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	100	$ 15.00	$ 1,500.00
34	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	$ 50.00	$ 10,000.00
35	As authorized by Engineer, extra excavation of unsuitable material for replacement with imported backfill, complete in place, the sum of	C.Y.	100	$ 12.00	$ 1,200.00
36	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	300	$ 12.00	$ 3,600.00
37	Retaining Wall (less than 12-inches in height), complete in place, the sum of:	LF	50	$ 35.00	$ 1,750.00
38	Remove and replace existing decorative concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	40	350.00	14,000.00
39	Remove & Relocate Signs, complete in place, the sum of:	EA.	5	$ 350.00	$ 1,750.00

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
40	Sanitary sewer service adjustment, complete in place, the sum of	EA.	4	$ 1,000.00	$ 4,000.00
41	Waterline service adjustment, complete in place, the sum of	EA.	10	$ 750.00	$ 7,500.00
42	4"' White thermoplastic pavement striping, complete in place, the sum of	L.F.	200	$ 7.50	$ 1,500.00
43	12" White thermoplastic pavement striping, complete in place, the sum of	L.F.	120	$ 12.00	$ 1,440.00
44	24" White thermoplastic pavement striping, complete in place, the sum of	L.F.	50	$ 25.00	$ 1,250.00
45	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20	$ 125.00	$ 2,500.00
46	Allowance for miscellaneous items, complete in place, the sum of	L.S.	1	$ 4,000.00	$ 4,000.00

SUBTOTAL BASE BID SUPPLEMENTAL ITEMS: $83,490.00

TOTAL BID ITEMS: $ 2,177,190.00

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

City of Bellaire
7008 S. Rice Ave.
Bellaire, TX 77401

ADDRESS:

Same as above

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

SUBMITTED BY:
Michael D. Hoffman

NAME:
AAA Asphalt Paving, Inc.

ADDRESS:
10526 Tanner Rd.
Houston, TX 77041

PRINCIPAL OFFICE:

- [x] Corporation
- [ ] Partnership
- [ ] Individual
- [ ] Joint Venture
- [ ] Other

NAME OF PROJECT: *(If applicable)*

FY2014-2015 Street aND Sidewalk Pavement MaNGEMENT

TYPE OF WORK: *(File separate form for each Classification of Work)*

- [ ] General Construction
- [ ] HVAC
- [ ] Electrical
- [ ] Plumbing
- [x] Other *(Please specify)* Civil Construction

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§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

Twenty-four (24)

§ 1.2 How many years has your organization been in business under its present business name?

Twenty (20)

§1.2.1 Under what other or former names has your organization operated?

DBA AAA Asphalt Paving 1990-1994

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **10-20-94**

§ 1.3.2 State of incorporation: **Texas**

§ 1.3.3 President's name: **Michael D. Hoffman**

§ 1.3.4 Vice-president's name(s): **Rue Ann Glass**

§ 1.3.5 Secretary's name: **Michael D. Hoffman**

§ 1.3.6 Treasurer's name: **Michael D. Hoffman**

§ 1.4 If your organization is a partnership, answer the following:

§ 14.1 Date of organization: N/A

§ 1.4.2 Type of partnership, if applicable: N/A

§ 14.3 Name(s) of general partner(s): N/A

§ 1.5 If your Organization is individually owned, answer the following:

§ 1.5.1 Date of organization: **10/20/1994**

§ 1.5.2 Name of owner: **Michael D. Hoffman**

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§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdiction s in which your organization's partnership or trade name is filed.

N/A

§3. EXPERIENCE

§3.1 List the categories of work that your organization normally performs with its own forces.

NAICS Codes
237310 Highway, Street, and Bridge Construction
237990 Other Heavy and Civil Engineering Construction
238110 Poured Concrete Foundation and Structure
238910 Site Preparation Contractors
238910-01 Site Preparation Contractors – Earthwork

§3.2 Claims and Suits. *(If the answer to any of the questions below is yes, please al/ach details.)*

§3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

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§ 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? *(If the answer is yes, please attach details.)*

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount , percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

$14MM

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$14MM

§3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

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§4. REFERENCES

§4.1 Trade References:

See Attached

§4.2 Bank References:

Allegiance Bank
8727 West Sam Houston Parkway North,
Houston, Texas, 77040

Officer: Danny Hudson
Cell: 832-693-3878
Phone: 281-894-3200
Email:danny.hudson@allegiancebktx.com

Comerica Bank
14104 Northwest Freeway
Houston, Texas 77040

Officer: Jim Guinn
Email: jmguinn@coamerica.com
Phone: (832)590-1539

§4.3 Surety

§4.3.1 Name of bonding company:

Merchants National Bonding
2100 Fleur Drive
Des Moines, IA 50321-1158

Phone: 515-243-8171
Fax: 800-678-8171

§4.3.2 Name and address of agent:

CHS Surety Division
25025 I-45 N Freeway, Ste. 525
The Woodlands, TX 77380

Phone: 832-482-4739
EFax: 414-231-4598

§ 5. FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement , preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash , joint venture account s, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets; **See Attached**

Other Assets; **See Attached**

Current Liabilities (e.g., accounts payable, notes payable , accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ **5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

See Attached

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§5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

§5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

N/A

6. SIGNATURE Michael D. Hoffman

§6.1 Dated this 14th day of October 2014

Name of Organization: AAA Asphalt Paving, Inc.

By: Michael D. Hoffman

Title: President

§6.2

Michael D. Hoffman duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 14th day of October 2014

Notary Public:

My Commission Expires:

RAYFERD LEE COLBURN
Notary Public, State of Texas
My Commission Expires
November 06, 2017

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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Asphalt Paving, Inc.
10526 Tanner Road, Houston, Texas 77041

AAA Asphalt Paving, Inc. is a Texas corporation, with steady growth, completing jobs ranging from $1,000.00 - $5,000,000.00 in valuation. We feel that a true picture of a company's merit is gained from the respect shown to their customers, along with a relationship of trust established with their vendors. We endeavor to do quality work and stand behind it.

The following is general information on the company along with various vendor and customer references. Please feel free to contact any of them for their opinions of the work we have completed and/or verification of the manner in which we conduct our business.

COMPANY INFORMATION & KEY PERSONNELL

STREET ADDRESS:	10526 Tanner Road Houston, Texas 77041	Phone: (713) 896-7373 Fax: (713) 896-8889
TYPE OF ENTITY:	Corporation Charter #01331057 issued 10/20/94 Company started in November, 1990 as same name DBA.	
CORPORATE TIN:	76-0451285	
TAX EXEMPTION CERTIFICATE NO.:	1-760451285-9	
DUN & BRADSTREET:	DUNS#: 83-209-1623	
OFFICER/OWNER: Home Address:	Michael D. Hoffman, President 38110 Donigan Road Brookshire, Texas 77423	100% Ownership SS#: Provided upon request Cell Phone: (713) 817-4387
MEMBERSHIPS:	Associated General Contractors of America, Inc. Houston Apartment Association Houston Contractors Association	
AWARDS:	No. "51" of the Houston 100 – "1998 Winner"	
KEY PERSONNELL:	Michael D. Hoffman – Estimating & Project Management Mikeh@aaa-asphalt.com 19 Years Experience	Cell: 713-817-4387 30% Commitment to Work in Progress
	Rayferd Colburn – General Superintendent & Safety Manager Rayferd@aaa-asphalt.com 20 Years Experience	Cell: 713-898-6577 50% Commitment to Work in Progress
	Bob Stewart – Estimating Bob@aaa-asphalt.com 24 Years Experience	Cell: 713-805-2686 20% Commitment to Work in Progress

BANK, BONDING & INSURANCE INFORMATION

BANK:

Allegiance Bank
8727 West Sam Houston Parkway North,
Houston, Texas, 77040
Email:danny.hudson@allegiancebktx.com

Officer: Danny Hudson
Cell: 832-693-3878
Phone: 281-894-3200

Coamerica Bank
14104 Northwest Freeway
Houston, Texas 77040

Officer: Jim Guinn
Email: jinguinn@coamerica.com
Phone: (832)590-1539

BONDING:

Surety Company:
Merchant Bonding Co.
Best Key Rating: A

Phone: 512-241-4500
$10 mm single - $18 mm aggregate

Bonding Agent:
CHS Inc.
200 Valleywood, Ste.A450
The Woodlands, TX

Mr. Scott Chapman
Phone: 281-863-9861
Fax: 414-231-4600

INSURANCE:

Insurance Carrier: Travelers
Insurance Agent:
Brady, Chapman, Holland & Assoc.
10055 W. Gulf Bank
Houston, Texas 77040

Mr. Ronald Wininger, CIC
Phone: (713) 979-9701

LIMITS:

General Liability – Including Excess Liability.....$2,000,000.00
Worker's Compensation.....$1,000,000.00
Auto – Including Liability (Full Coverage).....$1,000,000.00

Scheduled, Hired &Non-Owned Equipment Floater –
Various Scheduled Machinery.....$1,127,542.00

ACCOUNTANT:

Jacquemine, Wernli & Co., LLP
John H. Jacquemine
8554 Katy Freeway
Houston, Texas 77024

Blanket Additional Insured, Waiver of Subrogation, Certificates of Insurance – Issued Upon Request.

TRADE REFERENCES

Century Asphalt, Ltd.
P. O. Box 57, Baytown, TX 77522-0057
(281) 421-2621

CMC
2001 Brittmoore, Houston, TX 77043
(713) 895-6590

Cemex
920 Memorial City Way Ste.100
Houston, TX 77024

Rinker Materials
6560 Langfield Rd., Houston, TX 77092
(832) 590-5400

ADDITIONAL CREDIT AND CUSTOMER REFERENCES PROVIDED UPON REQUEST

AAA Asphalt Paving, Inc.
Job History 2012-2013

AAA Project No.	936
Name & Location:	Young Street Extension Ph II & Paving Improv. For Long St.
Contract Amount:	$453,102.24
Start Date:	March 2012
Completion Date:	Oct. 2012
Owner Reference Contact:	City of Willis
Name/Telephone/Address:	n/a
A/E Reference Contact:	Bleyl & Assoc.
Name/Telephone/Address:	Ken Walker. 936-441-7833 100 Nugent St. Conroe, TX 77301

AAA Project No. :	1003
Name & Location:	Reconstruction of 4 Roads in the Harvey Camp Area, Harris Co. Pct.4
Contract Amount:	$277,235.25
Start Date:	Oct.2012
Completion Date:	Jan. 2013
Owner Reference Contact:	Harris County
Name/Telephone/Address:	Patrick Givens, 713-755-5199 1310 Prairie Ste. 1105, Houston 77002
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

AAA Project No.	1031
Name & Location:	Concrete/Asphalt Street Repairs
Contract Amount:	$179,057.45
Start Date:	Jan. 2013
Completion Date:	March 2013
Owner Reference Contact:	City of Hempstead 1125 Austin St. Hempstead, TX 77445
Name/Telephone/Address:	Colye Kilpatrick, 979-826-6097
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

AAA Asphalt Paving, Inc.
Job History 2012-2013

AAA Project No.	1018
Name & Location:	Temp. Access Rd.Overlay
Contract Amount:	$412,284.00
Start Date:	March 2013
Completion Date:	March 2013
Owner Reference Contact:	San Jacinto River Authority
Name/Telephone/Address:	Phil Smith, 936-697-3115 PO Box 329 Conroe, TX 77305
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

AAA Project No. :	992
Name & Location:	Pine Tree Park Parking Lots, Access Rd & Drainage Improvements
Contract Amount:	$980,397.00
Start Date:	Aug. 2012
Completion Date:	April 2013
Owner Reference Contact:	Harris Co.
Name/Telephone/Address:	Richard Arrendell, 713-755-7009 1001 Preston Houston, TX 77002
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

AAA Project No.	661
Name & Location:	Maintenance of Various Locations Pct. 3
Contract Amount:	$3,200,000.00
Start Date:	April 2010
Completion Date:	April 2013
Owner Reference Contact:	Harris Co.
Name/Telephone/Address:	Gary Howard, 713-755-8770 1310 Prairie Ste. 1105 Houston, TX 77002
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

AAA Asphalt Paving, Inc.
Job History 2012-2013

AAA Project No.	1033
Name & Location:	Magnolia Way Street Renovations
Contract Amount:	$249,140.00
Start Date:	Feb.2013
Completion Date:	June 2013
Owner Reference Contact:	City of Hunstville
Name/Telephone/Address:	Ram Ramachandra, 936-294-5760
A/E Reference Contact:	Absolute Energy Solutions
Name/Telephone/Address:	Steve Stacy, 281-822-0588 1120 Westheimer Rd. Houston, TX 77042

AAA Project No. :	1032
Name & Location:	Central City Drainage Improvements
Contract Amount:	$535,060.50
Start Date:	March 2013
Completion Date:	July 2013
Owner Reference Contact:	City of Dickinson
Name/Telephone/Address:	Kellis George, 281-337-6267 4403 Hwy 3, Dickinson, TX 77539
A/E Reference Contact:	IDS Engineering Group
Name/Telephone/Address:	Travis Seller, 713-462-3178 13333 NW Frwy Ste.300, Houston, TX 77040

AAA Project No.	940
Name & Location:	Strey Lane Storm Sewer Improvements
Contract Amount:	$6,003,537.29
Start Date:	April 2012
Completion Date:	July 2013
Owner Reference Contact:	City of Bunker Hill Village
Name/Telephone/Address:	Steve Smith, 713-467-9762
A/E Reference Contact:	Klotz Assoc.
Name/Telephone/Address:	Ed Conger, 281-589-7257 1160 Dairy Ashford, Houston, TX 77079

AAA Asphalt Paving, Inc.
Job History 2012-2013

AAA Project No.	978
Name & Location:	Dust Suppression 2012
Contract Amount:	$458,950.00
Start Date:	June 2012
Completion Date:	June 2013
Owner Reference Contact:	Port of Houston Authority
Name/Telephone/Address:	Ron Garrison, 713-670-2651
A/E Reference Contact:	n/a
Name/Telephone/Address:	n/a

Asphalt Paving, Inc.

Capabilities Statement

Overview

AAA Asphalt Paving, Inc. is a certified SBE (Small Business Enterprise) certified by the City of Houston and The Port of Houston Authority expertise in the roadway construction industry to the government and private sectors. AAA offers safe, secure, and courteous Project Management and Impletion for our clients' projects involving roadway repair and new construction, excavation, utility installation, bridge construction, roadway rehabilitation, asphalt, and concrete paving.

Services

Underground Utility Construction
Roadway Sub-grade and Base Stabilization
Parking Lot and Roadway Rehabilitation
Asphalt/Concrete Paving

Corporate Information

AAA Asphalt Paving, Inc. is a privately held corporation headquartered in Houston, Texas. Our services go to all points of our clients' needs.

Corporate Status: Incorporated
EIN: 76-0541285
C.C.R.: Yes
S.B.E. Certification# 07-11-10686S
Dunns: #83-209-1623

AAA EMR Record for Past Five Years:
2012 - .99
2011 - .98
2010 - .98
2009 - .95
2008 - .95

Contracts Revenue Earned for Past Five Years:
2012 - $15,553,470.00
2011- $16,155,356.00
2010 - $13,567.010.00
2009 - $12,226,250.00
2008 - $15,994,434.00

Asphalt Paving, Inc.
10526 Tanner Road, Houston, Texas 77041

REFERENCES

Harris County
1001 Preston St.
Houston, TX 77001
Gary Howard 713-755-8770
ghoward@eng.hctx.net

Port of Houston Authority
111 East Loop North
Houston, TX 77029
Pedro Gonzales 713-670-2400
pgonzales@poha.com
Brock Lewis 713-670-2400
blewis@poha.com

City of Hedwig Village
955 Piney Point Road
Houston, TX 77024
Lane Standley 713-765-6009
lstandley@thecityofhedwigvillage.com

Claunch & Miller
4635 SW Freeway Ste. 1000
Houston, TX 77027
Terry Maher 713-622-9264
Terry.maher@hdrinc.com

City of Bunker Hill Village
11977 Memorial Dr.
Houston, TX 77024
Steve Smith 713-467-9762
ssmith@bunkerhill.net

Additional references available upon request.

(713) 896-7373 Phone ♦ (713) 896-8889 Fax
www.aaa-asphalt.com

REFERENCES

San Jacinto River Authority
PO Box 329, Conroe, TX 77305
1577 Dam Site Rd, Conroe, TX 77304
Phil Smith (936) 697-3715

Fort Bend ISD
2323 Texas Parkway
Missouri City, TX 77489
James Caylor 281-634-5585

Statewide Traffic Signal Company
1509 W. 34th Street
Houston, Texas 77018
Joe Spanos (713) 680-2875

Bleyl & Assoc.
1722 Broadmoor, Ste. 210
Bryan, TX 77802
David Besly (979) 268-1125

City of Huntsville
448 State Hwy 75 North
Huntsville, TX 77320
Y. S. "Ram" Ramachandra (936) 294-5760

BID BOND

BID BOND

STATE OF TEXAS SURETY'S NO. 101414

COUNTY OF Harris

KNOW ALL MEN BY THESE PRESENTS that AAA Asphalt Paving, Inc. (hereinafter called the "Principal"), as Principal, and Merchants Bonding Company (Mutual), (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Bellaire, Texas (hereinafter called the "Obligee"), in the amount of Ten Percent Greatest Amount Bid ------- Dollars ($ 10% G.A.B.-------), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the Obligee to FY2014-2015 Street & Sidewalk Pavement Management Project

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void but otherwise, shall remain in full force and effect.

Bidder herby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **240** consecutive calendar days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$500.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

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

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

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

In Witness Whereof, the said Principal and Surety do sign and seal this instrument this 14th day of October, 2014.

AAA Asphalt Paving, Inc.
Bidder

By: Michael D. Hoff
Signature

Type or Print:
Bidder's Name: AAA Asphalt Paving, Inc.
Bidder's Address: 10526 Tanner Road
Houston, TX 77041

Name of Person Signing: Michael D. Hoffman
Office Held: President

(If Bidder is a Corporation)
ATTEST:
Secretary

(Corporate Seal)

Merchants Bonding Company (Mutual)
Surety

By:
Kevin McQuain, Attorney-in-Fact

Address: 9500 Arboretum Blvd., Ste. 100
Austin, TX 78759

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Barbara K Sachi; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Keith M Illa; Kevin McQuain; Nancy J Portugal; Pamela C Martinson; Rosalyn D Hassell; Scott D Chapman

of The Woodlands and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of August, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 5th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of October, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

REFERENCE SHEETS

REFERENCE: IDS Engineering Group
TELEPHONE NO.: 713-462-3178
CONTACT: Travis Seller
PROJECT: Central City Drainage Improvements

QUESTIONS

1. How did __AAA__ perform on the project? (On a scale of 1-10)

   ANSWER: 8.5

2. Were you satisfied with their performance?

   ANSWER: Yes

3. How would you rate the quality of their work? (On a scale of 1-10)

   ANSWER: 8.5

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   ANSWER: 9

5. Did they have any problems with the job? If so, what was the nature of the problem?

   ANSWER: No

6. Were there many change orders on the project? If so, what were the reasons? Were they reasonable?

   ANSWER: No,

7. Were they able to complete the project within the time allotted? If not, what was the reason?

   ANSWER: Yes

8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   ANSWER: 9

9. Would you like to have them perform a job for you again?

   ANSWER: Yes

10. Do you see them capable of performing larger projects?

    ANSWER: Yes

REFERENCE: City of Bunker Hill Village
TELEPHONE NO.: 713-467-9762
CONTACT: Steve Smith
PROJECT: Strey Lane Storm Sewer Improvements

QUESTIONS

1. How did AAA perform on the project? (On a scale of 1-10)

   ANSWER: Paving 10, Underground Utilities 6

2. Were you satisfied with their performance?

   ANSWER: Yes

3. How would you rate the quality of their work? (On a scale of 1-10)

   ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   ANSWER: 8

5. Did they have any problems with the job? If so, what was the nature of the problem?

   ANSWER: Foreman unfamiliar with the job, angered many neighboring citizens. Was removed after a few months.

6. Were there many change orders on the project? If so, what were the reasons? Were they reasonable?

   ANSWER: Yes, additions to the project, Yes

7. Were they able to complete the project within the time allotted? If not, what was the reason?

   ANSWER: Yes

8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   ANSWER: 9

9. Would you like to have them perform a job for you again?

   ANSWER: Yes

10. Do you see them capable of performing larger projects?

    ANSWER: Yes

REFERENCE: Harris County
TELEPHONE NO.: 713-755-7009
CONTACT: Richard Arrendell
PROJECT: Pine Tree Park Parking Lots, Access Rd. and Drainage Improvements

QUESTIONS

1. How did AAA perform on the project? (On a scale of 1-10)

   ANSWER: 8

2. Were you satisfied with their performance?

   ANSWER: Yes

3. How would you rate the quality of their work? (On a scale of 1-10)

   ANSWER: 8

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   ANSWER: All property was owned by Harris County.

5. Did they have any problems with the job? If so, what was the nature of the problem?

   ANSWER: No

6. Were there many change orders on the project? If so, what were the reasons? Were they reasonable?

   ANSWER: Yes, additional sidewalks and a detention pond were added.

7. Were they able to complete the project within the time allotted? If not, what was the reason?

   ANSWER: Yes, additional time was provided to allow for the completion of the change orders.

8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   ANSWER: 9

9. Would you like to have them perform a job for you again?

   ANSWER: Yes

10. Do you see them capable of performing larger projects?

    ANSWER: Yes

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
ORDINANCE (ID # 1388)

Meeting: 11/03/14 07:00 PM
Department: Public Works
Category: Contract
Department Head: Brant Gary
DOC ID: 1388

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Batterson, LLP, for the performance of thermoplastic striping services utilizing the Interlocal Agreement between the City of Bellaire, Texas, and Harris County, Texas, in an amount not to exceed $114,561.29.

Background/Summary:

Harris County has gone through the bidding process for performing thermoplastic striping services and awarded a one (1) year contract to the contractor. The Director of Public Works and the City Engineer has reviewed the bid items and finds the bid favorable.

Charges will be billed at the rates indicated in the attached agreement only if Batterson, LLP is called out by the City of Bellaire to perform the services as stated in the agreement.

This contract is for the installation of on-street traffic markings and striping. Work will take place on the following streets:

- Elm St (S Rice Ave - IH610 Feeder Rd)
- Evergreen St (Newcastle Dr - Renwick Dr)
- Chimney Rock Rd (Dashwood St - Bissonnet St; Evergreen St - Maple St)
- S Rice Ave (Elm St - Cypress Ditch)

Separate from the proposed construction contract with Batterson, LLP, all design and construction management for this project is being performed by ARKK Engineers, Inc. in the amount of $9,000.00.

Previous Council Action Summary:

Council approved the Harris County Interlocal Agreement on December 6, 2010 with Ordinance No. 10-082.

Fiscal Impact:

This project is funded with $125,000 in the CIP Fund.

Recommendation:

The Director of Public Works respectfully requests favorable City Council action with respect to the adoption of the attached ordinance and award the contract to Batterson, LLP for an amount not to exceed $114,561.29.

ATTACHMENTS:

- Standard Form of Agreement with Batterson LLP - Thermoplastic Striping Services (DOC)
- Cover Sheet - Exhibit A - Thermoplastic Striping Services (DOC)

- Striping Contract - Batterson (PDF)
- Striping Contract - Letter of Recommendation (PDF)

Attachment: Standard Form of Agreement with Batterson LLP - Thermoplastic Striping Services (1388 : FY2015 Street Marking Replacement

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A *STANDARD FORM OF AGREEMENT* WITH BATTERSON, LLP, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PERFORMANCE OF THERMOPLASTIC STRIPING SERVICES UTILIZING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLAIRE, TEXAS, AND HARRIS COUNTY, TEXAS, IN AN AMOUNT NOT TO EXCEED $114,561.29.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with Batterson, LLP, in a form as attached hereto and marked Exhibit "A," for the performance of thermoplastic striping services utilizing the Interlocal Agreement between the City of Bellaire, Texas, and Harris County, Texas, in an amount not to exceed $114,561.29.

PASSED and **APPROVED** this 3rd day of November, 2014.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Philip L. Nauert
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

Attachment: Standard Form of Agreement with Batterson LLP - Thermoplastic Striping Services (1388 : FY2015 Street Marking Replacement

Attachment: Cover Sheet - Exhibit A - Thermoplastic Striping Services (1388 : FY2015 Street Marking Replacement Program - Contract Award)

EXHIBIT A

Standard Form of Agreement

Thermoplastic Striping Services

Contractor:	Batterson, LLP
Project:	Street Striping Project
Ordinance No.:	14-_____ dated November 3, 2014

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this **1ST** day of **AUGUST, 2014**, by and between the **CITY OF BELLAIRE, TEXAS,** of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS,** thereunto duly authorized to do so, hereinafter referred to as **"CITY,"** and **BATTERSON, L.L.P.**, a limited liability partnership, hereinafter referred to as **"CONTRACTOR."**

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY,** the **CONTRACTOR** hereby agrees with the **CITY** to commence and complete the project described as follows:

> **The provision of all applicable labor, services, materials, and equipment necessary for thermoplastic striping services in the City of Bellaire, Texas,**

and to perform any and all necessary work of every kind or nature in connection therewith necessary to provide said services under the terms and conditions as stated in **HARRIS COUNTY CONTRACT NO. 14/003,** attached hereto and marked "Attachment A" in an amount not to exceed $114,561.29, all of which are made a part hereof and collectively evidence and constitute the entire **Contract.**

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **Contract** within a reasonable period of time upon receipt of an invoice for said project

The undersigned person executing this **Contract** and all other documents executed simultaneously herewith, does certify and attest that he or she is executing the same in his or her capacity as herein stated for and on behalf of said limited partnership, and that he or she had the authority to do so.

IN WITNESS WHEREOF, the City Manager of the **CITY OF BELLAIRE, TEXAS**; as attested to be the City Clerk of the **CITY OF BELLAIRE, TEXAS**, hereunto, have executed this **AGREEMENT** in the year and date first above written.

CITY OF BELLAIRE, TEXAS

_____
Paul Hofmann
City Manager

_____
Date

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he has executed this **Agreement** in his capacity as herein stated, for and on behalf of said limited liability partnership, and that he or she has the authority to do so.

BATTERSON, L.L.P.

STACY BATTERSON
Printed Name:
Title: PARTNER

10-07-14
Date

Attest:

_____
Printed Name:
Title:

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

FY2014 - Striping Improvments Project

Project Cost Estimate

Elm Street		
	Striping Improvements:	$6,317.64
	5% Contingency:	$315.88
	Subtotal:	**$6,633.52**
Evergreen Street		
	Striping Improvements:	$11,916.64
	5% Contingency:	$595.83
	Subtotal:	**$12,512.47**
Chimney Rock Road		
	Striping Improvements:	$30,651.36
	5% Contingency:	$1,532.57
	Subtotal:	**$32,183.93**
S. Rice Avenue		
	Striping Improvements:	$60,220.35
	5% Contingency:	$3,011.02
	Subtotal:	**$63,231.37**

ESTIMATED COST OF CONSTRUCTION **$114,561.29**

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

Elm Street

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	4578	$ 0.52	$ 2,380.56
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	4578	$ 0.52	$ 2,380.56
34	Surface Prep 4" - Furnish & Applied	L.F.	9156	$ 0.05	$ 457.80
35	Surface Sealer 4" - Furnish & Applied	L.F.	9156	$ 0.12	$ 1,098.72

Estimated Cost of Construction $6,317.64

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

Evergreen Street

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	10272	$ 0.05	$ 513.60
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	5136	$ 0.52	$ 2,670.72
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	5136	$ 0.52	$ 2,670.72
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	954	$ 2.00	$ 1,908.00
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	944	$ 4.40	$ 4,153.60

Estimated Cost of Construction $11,916.64

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

Chimney Rock Road

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
1	Removing Pavement Markings (Any Button)	EA.	750	$ 0.25	$ 187.50
2	Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	EA.	750	$ 1.00	$ 750.00
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	4130	$ 0.05	$ 206.50
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	4130	$ 0.52	$ 2,147.60
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	L.F.	5135	$ 0.10	$ 513.50
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	L.F.	5135	$ 1.10	$ 5,648.50
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	L.F.	840	$ 0.15	$ 126.00
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	840	$ 2.00	$ 1,680.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	L.F.	328	$ 0.20	$ 65.60
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	328	$ 4.40	$ 1,443.20
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	EA.	4	$ 50.00	$ 200.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA.	4	$ 65.00	$ 260.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	L.F.	6250	$ 0.15	$ 937.50
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	L.F.	6250	$ 1.00	$ 6,250.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	L.F.	7417	$ 0.08	$ 593.36
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	L.F.	7417	$ 1.30	$ 9,642.10

Estimated Cost of Construction $30,651.36

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

S. Rice Avenue

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	40000	$ 0.05	$ 2,000.00
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	11000	$ 0.52	$ 5,720.00
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	16000	$ 0.52	$ 8,320.00
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	L.F.	1102	$ 0.10	$ 110.20
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	L.F.	862	$ 1.10	$ 948.20
13	Reflectorized Pavement Markings Type I (Thermoplastic) 8" Yellow/Solid - Furnish & Applied	L.F.	240	$ 0.70	$ 168.00
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	L.F.	1945	$ 0.15	$ 291.75
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	1945	$ 2.00	$ 3,890.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	L.F.	2886	$ 0.20	$ 577.20
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	2886	$ 4.40	$ 12,698.40
22	Removing Pavement Markings (LEFT-STRAIGHT-RIGHT Combination Arrows)	EA.	7	$ 1.00	$ 7.00
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	EA.	7	$ 50.00	$ 350.00
25	Removing Pavement Markings ("ONLY")	EA.	7	$ 1.00	$ 7.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA.	7	$ 65.00	$ 455.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	L.F.	1412	$ 0.15	$ 211.80
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	L.F.	1412	$ 1.00	$ 1,412.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	L.F.	5000	$ 0.08	$ 400.00
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	L.F.	17426	$ 1.30	$ 22,653.80
				Estimated Cost of Construction	$60,220.35

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Item No. 1 2 3 4 5 6 7 8 9 10

20.d.7.h

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

April 2, 2014

Commissioners Court
Harris County, Texas

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

RE: Job No. 14/0013

Members of Commissioners Court:

Please approve the following award on the basis of lowest bid meeting specifications subject to applicable bond(s) to be received from the vendor for the budgeted amount:

Description: Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 – UPIN 14104M23F502

Bids Received: Five (5) on February 10, 2014 (see attached)

Vendor: Batterson LLP

Term: One (1) year initial term with two (2) one-year renewal options

Amount: $97,913

Evaluated by: X Public Infrastructure Department; X Precinct 4; X Harris County Purchasing

Professional Traffic Control LLC was not recommended for award due to past performance issues during the previous contract. The award is based on estimated quantities and fixed unit pricing. Precinct 4 has budgeted $200,000 for this project and a purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JLK
Attachment
cc: Public Infrastructure Department – Architecture & Engineering Division
Precinct 4
Vendors

Presented to Commissioner's Court

APR 08 2014

APPROVE ML

Recorded Vol____ Page____

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 8, 2014

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-755-5036 Fax 713-755-6695

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

HARRIS COUNTY PURCHASING AGENT

Monday, February 10, 2014

Bid Tabulation

This is an unofficial working document. All bids are subject to final review and evaluation.

Job. No. 14/0013 Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4

Award to No: _____ (Subject to review) Carry Over: _____ Estimated Cost: $200,000

Refer: X Cancel: _____

	Vendor	Amount	Bond(B) Check(C)
1.	Batterson L.L.P.	$ 97,913.00	B
2.	Bid Ocean, Inc.	$	
3.	BidClerk	$	
4.	Bidnet	$	
5.	Contractors Register, Inc.	$	
6.	iSqFt	$	
7.	PB&J Pavement Markings, Inc.	$	
8.	Professional Traffic Control LLC	$ 90,149.10	B
9.	Rust, Ewing, Watt & Haney, Inc.	$	
10.	Stripe-A-Line,Inc.	$ 115,199.50	B
11.	Stripes & Stops Company, Inc.	$ 109,653.00	B
12.	texas pride utilities	$	
13.	Toni Lawson	$	
14.	United Pavement & Markings LLC	$	
15.	Virtual Builders Exchange	$	
16.	RegionalTraffic Services LLC	$ 126,626.00	B
17.		$	
18.		$	

14/0013
JKOVAR

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

HARRIS COUNTY PURCHASING AGENT

Bid Tabulation

This is an unofficial working document. All bids are subject to final review and evaluation.

Job. No. 14/0013 Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4

	Vendor	Amount	Bond(B) Check(C)
19.		$	
20.		$	
21.		$	
22.		$	
23.		$	
24.		$	
25.		$	

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

11478

HARRIS COUNTY
BID COVER SHEET

Job No.
14/0013

BID FOR: Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502 (For one year beginning approximately April 1, 2014)

DUE DATE: **Monday, February 10, 2014**

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: **Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: **HARRIS COUNTY PURCHASING AGENT**
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

Buyer: **Jaime Kovar at (713) 755-5791 or e-mail at jaime.kovar@pur.hctx.net**

Total Amount of Bid: $ 97,913.00

Company Name: BATTERSON LLP

Company Address: 955 JUDIWAY

City, State, Zip Code: HOUSTON TEXAS 77018

Taxpayer Identification Number (T.I.N.): 74-2098647

Telephone: 713-688-5433 Fax: 713-688-5688 e-mail: tlabuzan@batterson.com

Do you carry Health Insurance on your employees? X Yes __ No If yes, what % of employees: 5 % appx

How did you hear of this job? ☐ Newspaper ☒ Other

Signature: _____ Print Name STACE BATTERSON

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: _____ Date: ~~2/10/2014~~ 4/15/14
HARRIS COUNTY JUDGE ED EMMETT

JLK/mmm
Revised 10/12

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Job No. 14/0013, Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
1	Removing Pavement Markings (Any Button)	674 (SP674) (Drawings/Construction Notes)	EA	2,000	x	0.25	=	500.00
2	Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	663 (Drawings / Construction Notes)	EA	1,000	x	1.00	=	1,000.00
3	Non-Reflectorized Ceramic Traffic Buttons (Yellow) - Furnish & Install	663 (Drawings/ Construction Notes)	EA	1,000	x	1.00	=	1,000.00
4	Reflectorized Pavement Markers Type I-C - Furnish & Install	663 (Drawings/ Construction Notes)	EA	100	x	3.50	=	350.00
5	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	663 (Drawings/ Construction Notes)	EA	4,500	x	2.50	=	11,250.00
6	Reflectorized Pavement Markers Type II-B-B - Furnish & Install (Blue)	663 (Drawings/ Construction Notes)	EA	90	x	3.50	=	315.00
7	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	663 (Drawings/ Construction Notes)	EA	200	x	3.50	=	700.00
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	674 (SP 674) (Construction Notes)	LF	43,000	x	0.05	=	2,150.00
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid -	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	8,000	x	0.10	=	800.00
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid -	660 (Drawings)	LF	4,000	x	1.10	=	4,400.00
13	Reflectorized Pavement Markings Type I (Thermoplastic) 8" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	4,000	x	0.70	=	2,800.00
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	4,000	x	0.15	=	600.00
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	2.00	=	4,000.00
16	Reflectorized Pavement Markings Type I (Thermoplastic) 12" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	1.50	=	3,000.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	2,000	x	0.20	=	400.00
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00
19	Reflectorized Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00

Vendor to Initial Here:

Job No. 14/0013, Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
20	Removal of all striping and pavement markings. Standard Crosswalks, White Type I & Type II	674 (SP674) (Drawings/ Construction Notes)	SF	3,500	x	0.30	=	~~10,500.00~~ $1050.00
21	Reflectorized Pavement Markings Type I (Thermoplastic), Standard Type Crosswalk, White	660 (Construction Notes)	LF	3,500	x	3.00	=	3,500.00
22	Removing Pavement Markings (LEFT-STRAIGHT-RIGHT Combination Arrows)	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	5,000.00
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	660 (Drawings/ Construction Notes)	EA	100	x	50.00	=	5,000.00
24	Reflectorized Pavement Markings Type I (Thermoplastic) LEFT-STRAIGHT-RIGHT Combination Arrows - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	6	x	65.00	=	390.00
25	Removing Pavement Markings ("ONLY")	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	100.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	100	x	65.00	=	6,500.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	674 (SP674) (Construction Notes)	LF	6,000	x	0.15	=	900.00
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	660 (Drawings/ Construction Notes)	LF	6,000	x	1.00	=	6,000.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	674 (SP674) (Construction Notes)	LF	100	x	0.08	=	8.00
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed -	660 (Construction Notes)	LF	100	x	1.30	=	130.00
31	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	660 (Construction Notes)	LF	100	x	1.30	=	130.00
32	Rapid Curing Asphalt Concrete Patching Material - Patching Holes Caused by Removal of Damaged Pavement Markers & Buttons	SS 9230	LBS	20	x	4.00	=	80.00
33	Reflectorized Pavement Markings Type I (Thermoplastic) RR Crossing "X" Symbol - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	40	x	65.00	=	2,600.00
						*Grand Total		$ ~~105,263.00~~ 97,913.00

*This figure should appear on the front cover of the Harris County Bid Cover Sheet

Vendor to Initial Here:

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.

X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.

X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.

X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.

X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.

X 6. **Attachments**

- X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
- X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
- X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
- ___ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
- X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
- X f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
- ___ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
- X h. **Reference Sheet** - When references are required, you must use this form.
- ___ i. **HIPAA Requirements**
- X j. **Contractor Qualification**
- X k. **Contractor Questionnaire**
- X l. **General Conditions for Roads, Bridges and Related Work**
- X m. **Drawings, Maps, General Notices, Notes & Information**
- X n. **Prevailing Wage Rate Instructions**
- X o. **Wage Rates Schedule**
- X p. **Policy for Payment**
- X q. **Bid Pricing Sheet(s)**

Revised 11/09

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS
In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)
Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA
When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ASSIGNMENT
The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

AWARD
Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION
Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS
Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas before **2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS
If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION
The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION
Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

CONTRACT OBLIGATION
Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS
Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT
If offeror obtained the bid specifications in digital format in order to prepare a response, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR
Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT
Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION
Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING
A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW
This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING
Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE
Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT
Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING
Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS
Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE
Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include

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maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS
Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE
All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST
An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds $100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING
Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY
The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

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RECYCLED MATERIALS
Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE
If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS
Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES
Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS
If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION
Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.
Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER
Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

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WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 05/13

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SPECIFICATIONS

Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

SCOPE

Harris County is seeking bids for a term contract for thermoplastic striping of various roads and related items for Harris County Precinct 4 for one (1) year beginning approximately April 1, 2014. Please see bonding requirements on page 10 of this bid.

PRE-BID CONFERENCE

There will be a **PRE-BID CONFERENCE** on **January 29, 2014, 11:00 a.m. CST**, in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite #670, Houston, TX 77002. **Attendance is not mandatory but all vendors should attend to discuss the requirements of this bid and answer any questions.** Persons with disabilities requiring special accommodations should contact the Purchasing Office at (713) 755-5036 at least two (2) days prior to the pre-bid conference.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Jaime Kovar, Office of the Purchasing Agent, via email to jaime.kovar@pur.hctx.net. The deadline for submission of questions relating to this bid is **January 31, 2014, no later than 12:00 p.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

RENEWAL OPTIONS

Harris County may consider two (2) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

SUBMITTALS

Failure to return the required items may result in a "non-responsive" bid. Vendors must submit with their bid the following items:

a. Complete and return Tax Form/Debt/Residence Certificate form as required in attachment a., Tax Form/Debt/Residence Certificate,
b. A bid bond or cashier's check for five percent (5%) of the total bid as required in attachment b., Bid Guaranty and Performance Bond Information Requirements, as well as Attachment c., Bid Check Return Authorization Form, if applicable,
c. Proof of insurance as detailed in attachment e., Minimum Insurance Requirements, and attachment f., Workers Compensation Insurance Coverage Rule 110.110,
d. List of references as required in attachment h., References,
e. Complete and return, as required in attachment j., Contractor Qualification Application, which will be used in part to determine that the vendor has the qualifications to fulfill the requirements of the specifications,
f. Complete and return, as required in attachment k., Contractor Questionnaire,
g. Include with bid package submitted, one (1) original, clearly marked "ORIGINAL", and one (1) copy, clearly marked "COPY".

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SPECIAL REQUIREMENTS

Vendor may offer for sale additional items related to the scope of goods and/or services described above and/or listed in the Pricing/Delivery Information Section of this solicitation by identifying other items and/or brands not identified by Harris County in this solicitation. Though the "related items" offered may be considered during the award recommendation, and/or may be made a part of a subsequent contract, if any, with Harris County, the affect of the related items cannot be extended and totaled in determining the lowest bidder since an estimated usage is unknown. **Purchases by Harris County of related items should not exceed 20% of the total annual purchases under the contract.**

Where these special requirements and information as detailed in attachment l., General Conditions for Roads, Bridges and Related Work, differ from the preceding General Requirements on page 3-8, the specific requirements and attachment l., General Conditions for Roads, Bridges and Related Work, supersede where applicable.

Coordination of the project will be through the PID and all invoices must be routed through their department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the PID; therefore, payment to the vendor may be up to one (1) month from the date the invoice is approved by PID. Payment of material shall be in accordance with attachment p., Policy of Payment.

All work must be performed and comply with Federal, State, Local, and Municipal laws and ordinances in force at the time of contract. All vendor personnel shall use professional industrial attire for work and all required Occupational Safety and Health Administration (OSHA) equipment shall be furnished by the contractor. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced employees.

In addition, the vendor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates, and GC 2253.021, Performance and Payment Bonds. Accordingly, GC 2258 requires the vendor to submit a certified payroll record as detailed in attachment n., Prevailing Wage Rate Instructions, and compensate any worker employed on a public works project not less than as applicable per attachment o., Wage Rates Schedule. As well, GC 2253.021, Performance and Payment Bonds, requires the vendor to provide a payment bond on all public works jobs that exceed $25,000, and a performance bond on all public works jobs that exceed $100,000. **The amount of the performance and/or payment bond will be based on either the total amount of the vendor's bid, or, when applicable and specified on the award letter, the department's estimated budget for the project, whichever is greater.**

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

TOLL FEES

Any and all toll FEES incurred during the term of this contract will be the responsibility of the vendor.

DRAWINGS/ADDITIONAL SPECIFICATIONS

Vendors may download the drawings, plans, and/or maps for this project from BuySpeed Online at https://bids.hctx.net/bso/login.jsp as referenced in attachment m., Drawings, Maps, General Notices, Notes & Information. Do NOT include the drawings from this bid package with the bid submittal.

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SPECIFICATION

The vendor shall furnish and deliver, as required, all labor, trucks, equipment and material as necessary and defined herein for thermoplastic striping of various roads, provide associated traffic control and related items for Precinct 4 as detailed in attachment m., Drawings, Maps, General Notices, Notes & Information. The vendor shall obtain all permits and post such as required. Quantities given are only for evaluating, estimating, and acquiring unit bid prices. The actual work done, and accepted, will be paid at the unit prices indicated on the Pricing/Delivery Information sheet(s).

The vendor shall ensure sufficient workers, equipment in good operating order to industry-standards for the type of work being performed, and materials are available at all project sites to continuously and diligently prosecute the work to conclusion. Insufficient resources resulting in poor performance may be grounds for default. The vendor shall be responsible for making all arrangements for equipment and storage areas. No storage of equipment and materials will be permitted along right-of-way unless approved by the County.

The vendor shall verify all measurements before work begins and shall be responsible for making records of existing paint striping, paint marking, raised reflectorized markers, pavement markers and pavement markings, and shoulder blading before the existing surfaces are eradicated and/or installed with new materials. Any damage outside standard or as County directed, caused by the vendor's operation shall be corrected at no cost to the County and in a manner approved by PID. All work shall be scheduled at the convenience of the County and shall not interfere with the County's operations. All work and materials shall be subject to a final inspection and approval by the County.

The County will not be required to order minimum quantities (linear foot, each, etc.) of thermoplastic striping of various roads and related services for each work order. This contract includes non-site specific work and will be used on an "as needed" basis. Quantities and locations may be varied by the County during actual operations to accommodate field conditions. All thermoplastic striping of various roads and related services shall meet the minimum requirements as detailed in TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition, Special Provisions and Standards, and PID Standards and Specifications.

TRAFFIC CONTROL

Traffic Control shall not be paid separately, but shall be incidental to the work required under this contract. The contractor must perform all work in conformance with PID's specifications, TxDOT's Barricade and Construction Standards, and the TMUTCD. Unique work situations may require the preparation of individual Traffic Control Plans (TCP's). Unless otherwise approved by the County Engineer, individual TCP's shall be submitted to the Engineer for approval a minimum of seventy-two (72) hours prior to use. Locations that could pose a hazard to the traveling public shall be signed and delineated using appropriate markings, such as barrels, chevrons, object markers, etc. Unless otherwise approved by PID, a person who is certified by the American Traffic Safety Services Association (ATSSA) shall supervise the installation and removal of traffic control devices.

JOBSITE

All trash, including lunch bags, drinking cups, etc. generated by the vendor must be disposed of by the vendor. The vendor, upon completion of the work, must clear the work area of all items. Harris County does not assume responsibility for any materials, tools and equipment stored on or about the work site. All effort is subject to final acceptance by an authorized representative of PID.

The vendor shall provide adequate protection to all persons (vendor employees, County personnel, and the public), adjacent property, and utilities, and shall avoid unnecessary interference with the public, property,

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and facilities. Courtesy to homeowners, landowners, and the County personnel is required at all times. The contractor shall report all accidents and complaints concerning contact with the general public to the County representative within twenty-four (24) hours. A written summary must be furnished in not more than forty-eight (48) hours of the incident. The vendor shall assume full responsibility for any loss of, or damage to, private and County property by its employees or agents and will reimburse the private individual and the County in the event of any loss of or damage to said property from any cause.

PID GENERAL CONDITIONS

The vendor must comply with all requirements in the "Harris County General Conditions for Roads, Bridges, and Related Work" or "Harris County General Conditions for Building Construction and Related Work," whichever is applicable.

PREVAILING WAGES

In accordance with Section 2258 of the Texas Government Code, contractor and any subcontractor hired by contractor for the construction of any project, shall not pay less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference in each Project Manual. Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

County will ascertain if proper wage rates are being paid to the employees as required by the Project Manual. In the event of a discrepancy between the work performed and the wages paid, County will document same and notify contractor. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer. Her determinations shall be binding.

If, for any length of time and as determined by the Harris County Contract Compliance Officer, discrepancies appear between the certified payrolls and the actual wage paid, County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to TEX. GOV'T CODE ANN. §2258.051, the County reserves the right to withhold any monies due contractor until such discrepancy is resolved and the necessary adjustment made. Contractor shall also pay a penalty in accordance with TEX. GOV'T CODE ANN. § 2258.023(b), of Sixty and No/Dollars ($60.00) per day per person per incident that such person is underpaid. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

USAGE REPORTS

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after

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written request and itemize all purchases to date by Harris County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

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PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide the unit price for all items specified within attachment q., Bid Pricing Sheet(s). Quantities are estimated, Harris County reserves the right to purchase more or less. In case of discrepancy between unit and total pricing, **unit pricing governs**.

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.** Please refer to attachment m., Drawings, Maps, General Notices, Notes & Information, for details of specification numbers listed on the Pricing/Delivery Information sheets.

(Bid Pricing Sheets are available by downloading from BuySpeed Online at https://bids.hctx.net/bso/login.jsp. If vendors are unable to download the Pricing Sheets from BuySpeed Online, vendors may contact the Harris County Purchasing Office for a printed version)

RENEWAL OPTIONS

Harris County may consider two (2) one year renewal options, renewable one year at a time, based on the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

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Job No.:14/0013

Attachment a.

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-2098647

Company Name submitting Bid/Proposal: BATTERSON LLP

Mailing Address: 955 JUDIWAY HOUSTON TEXAS 77018

Are you registered to do business in the State of Texas? [X] Yes [ ] No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.*	Property address or location**
SEE ATTACHED	

** This is the property account identification number assigned by the Harris County Appraisal District.*
*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

[ ] Yes [X] No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4). "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

[ ] I certify that BATTERSON LLP is a Resident Bidder of Texas as defined in Government
[Company Name]
Code §2252.001.

[ ] I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Revised 11/09

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Attachment b.

BID GUARANTY AND PERFORMANCE/PAYMENT BOND INFORMATION AND REQUIREMENTS

A guaranty shall be submitted with each bid that the bidder will execute and furnish a performance and/or payment bond within ten days after award of the contract and receipt of performance/payment bond application form. Guaranty may be submitted in either of these forms:

A. Individual bid bond payable to Harris County for 5% of the total amount of each separate bid, or

B. Bank cashier's check payable to Harris County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed performance and/or payment bond application is available to the bidder from Harris County, and is the only form Harris County will accept.

If the performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002, within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

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Attachment c.

BID CHECK RETURN AUTHORIZATION FORM

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual.**

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in

the amount of $_____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____ Email: _____

For Use of County Clerk/Purchasing Agent Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

Revised 11/09

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Attachment e.

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. **Workers Compensation,** as required by the laws of Texas, and **Employers' Liability,** as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: $1,000,000
- Disease -Each Employee: $1,000,000
- Policy Limit: $1,000,000

B. **Commercial General Liability,** including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: $1,000,000
- Personal and Advertising Injury: $1,000,000
- Products/Completed Operations: $1,000,000
- General Aggregate (per project): $2,000,000

C. **Automobile Liability,** including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: $1,000,000

D. **Umbrella/Excess Liability** *(Harris County shall be named Additional Insured on primary/non-contributory basis)*

- Each Occurrence/Aggregate: $1,000,000

E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: $1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Rev. 10/2011

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

(2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) Obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project, and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

(6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Attachment h.

REFERENCES

Reference #1

Organization Name: HARRIS COUNTY
Contact Name/Telephone No.: JASON TANNER
Address: HOUSTON, TEXAS (713) 755-1158

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #2

Organization Name: TXDOT
Contact Name/Telephone No.: DOC GEE (713) 636-7400
Address: HOUSTON TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #3

Organization Name: TXDOT
Contact Name/Telephone No.: QUINCY ALLEN (713) 636-7400
Address: HOUSTON TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

REFERENCES (Continued)

Reference #4

Organization Name: ANGEL BROS
Contact Name/Telephone No.: ROBERT CARTER (281) 471-6730
Address: BAYTOWN TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #5

Organization Name: DURWOOD GREEN CONSTRUCTION
Contact Name/Telephone No.: JERRY BARRY (281) 499-1551
Address: STAFFORD TX

Services provided:
STRIPING SIGNS TRAFFIC CONTROL

Reference #6

Organization Name: SMITH & CO
Contact Name/Telephone No.: JEFF SMITH (936) 760-9735
Address: CONROE TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

CONTRACTOR QUALIFICATIONS

Experience Record

List of projects bidder has successfully completed within past two (2) years:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
1. see attached			
2.			
3.			
4.			

List of projects bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Est. Date of Completion	Name and Address of Owner
1. see attached			
2.			
3.			
4.			

List of Surety Bonds in Force on the above incomplete work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
1. see attached		
2.		
3.		
4.		

Equipment Schedule

List of equipment owned by bidder that is in serviceable condition and available for use:
1. see attached
2.
3.
4.

Portions of work bidder proposes to sublet in case of award of contract, including amount and type:
1. none
2.
3.

Dated this day 15 of October 2012

BATTERSON LLP
(Name of Organization)

By: Mike Batterson, partner
(Title)

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Period: Sep, 2010 To: Sep, 2012 | Cost Types: Class: WIP | Labor Detail

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
10011TX	TEXAS STERLING - BW 8 HARRIS	190,537.93	16,257.81	0.00	0.00
10111TX	ANGEL - IH 45 HARRIS CO.	73,694.16	73,559.89	0.00	0.00
10112OTHCI	CITY OF HUNTERS CREEK-VOSS&MEM	39,602.70	24,543.46	0.00	0.00
10311TX	HASSELL - SH 99 HARRIS CO.	212,492.93	36,633.78	0.00	0.00
10411TX	HASSELL - FM 865 HARRIS CO.	103,386.95	33,949.14	0.00	0.00
10611TX	HASSELL - FM 646 GALVESTON CO.	137,746.60	35,794.13	0.00	0.00
10711TX	HASSELL - FM 1774 MONT. CO.	207,988.20	10,400.00	0.00	0.00
10811TX	TXDOT - IH 45 WALKER COUNTY	198,584.00	198,584.00	0.00	0.00
11011TX	TXDOT - SH 87 GALVESTON CO.	53,927.73	54,200.73	0.00	0.00
11312TX	WEBBER - ANGELINA US 59	301,584.02	5,370.50	0.00	0.00
11411TX	ANGEL - FM 2004 GALVESTON	133,650.56	133,650.56	0.00	0.00
11511TX	WILLIAMS BROS - HARRIS SH 99	173,844.89	10,173.65	0.00	0.00
11611TX	TRIPLE B - FM 362 WALLER	82,426.13	82,426.13	0.00	0.00
11911TX	ROZCO - MEMORIAL TO VOSS	284,448.86	201,570.47	0.00	0.00
12011OTHCI	ANGEL - LOUISIANA AVE GALV CO.	84,019.00	39,721.39	0.00	0.00
12509	LONE STAR-TOLLWAY WIDENINGhctr	171,316.75	10,233.20	0.00	0.00
12511OTHCI	HUBCO - GC KEMAH REHAB	72,505.40	24,700.00	0.00	0.00
12611TX	NBG - HARRIS FM 2100	72,175.35	13,058.46	0.00	0.00
13111TX	VIKING - FAYETTE SH 71	138,199.22	138,199.22	0.00	0.00
13211HC	MENADE - SKINNER RD	60,174.00	60,174.42	0.00	0.00
13411OTHCI	TRIPLE B - PINEY POINT CLAYMOR	70,147.94	27,135.75	0.00	0.00
13711TX	FN PLOCH - CORYELL SH 36	2,231,054.00	2,020,154.49	0.00	0.00
14411OTHCI	ANGEL -EAGLE DRIVE IMPROVEMENT	169,746.69	42,869.76	0.00	0.00
14511OTHCO	WT BYLER - BRAZORIA COUNTY	87,259.01	82,351.21	0.00	0.00
14611TX	FN PLOCH - WHARTON LOOP 523	452,801.42	452,801.42	0.00	0.00
14711TX	SPRING EQUIPMENT- HARRIS IH 45	37,702.00	37,702.00	0.00	0.00
15109	TXDOT - CTRL 0912-72-210 - IN	504,974.05	4,862.68	0.00	0.00
15307	TEXAS STERLING - IH 45TX	314,973.56	12,303.02	0.00	0.00
15411TX	BIG CREEK - FREESTONE IH 45	161,499.42	141,899.58	0.00	0.00
15611OTHCI	AAA ASPHALT - BUNKER HILL	49,176.90	7,800.00	0.00	0.00
15711TX	ANGEL - COLORADO IH 10	164,384.60	162,012.20	0.00	0.00
16211TX	INTERSTATE IMP - IH 10	247,770.82	247,770.82	0.00	0.00
16411TX	DURWOOD - FT BEND FM 361	50,821.14	50,821.14	0.00	0.00
16508	PFEIFFER - METRO ON CALL	259,558.00	26,898.29	0.00	0.00
16609	TEXAS STERLING - FM 1488	128,714.05	15,102.66	0.00	0.00
17611COH	METRO CITY-COH 2012 SAFESDWLK	38,369.30	31,270.34	0.00	0.00
17809	ANGEL - SH 87 - 100 MILtxdot	264,784.42	8,060.95	0.00	0.00
17811HC	CUTLER-HC 11/0362 HARVEY CAMP	104,973.00	23,177.58	0.00	0.00
17911HC	CUTLER HC 11/0363 LYONS CAMP	90,086.70	61,534.58	0.00	0.00
18011TX	SMITH & CO- FM 2090 MONTGOMERY	257,806.00	237,158.29	0.00	0.00
18109	DURWOOD - FM 362 - 100 MILtx	33,683.81	4,071.79	0.00	0.00
18211TX	TXDOT - FAYETTE US 90	267,672.62	267,672.62	0.00	0.00
18811TX	ANGEL - WHARTON US 59	122,999.36	113,727.27	0.00	0.00
18911TX	WORK ZONE - HARRIS IH 45	109,227.00	11,802.63	0.00	0.00
19109	PACE - KIRBY DRIVE	96,951.99	11,778.38	0.00	0.00
19111TX	TXDOT - ANGELINA US 59	213,832.80	85,283.74	0.00	0.00
20310	ANGEL - FRANZ TO MORTON RNCHHc	59,495.84	27,789.96	0.00	0.00
20510	ROZCO - US 290 - HARRIStxdot	251,041.30	7,537.84	0.00	0.00
20610	WEBBER - COH AVIATION RUNWAY	189,369.30	75,681.81	0.00	0.00
20611TX	HUNTER - CALDWELL FM 672	154,701.00	53,953.55	0.00	0.00
20710	LONE STAR-FM 1764-GALVESTONtx	162,534.76	114,929.59	0.00	0.00
20810	SCR - FM 1960 Harris	311,318.52	74,266.72	0.00	0.00

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
21411OTHCI	TRIPLE B - CITY OF VICTORIA	59,628.00	3,952.00	0.00	0.00
21710	ANGEL - VA RDS - PCT 4hc	201,589.53	68,332.25	0.00	0.00
21808	ANGEL - WOODFOREST BLVDhc	60,385.42	90.20	0.00	0.00
21809	WILLIAMS BROS - FM 2004 100MIL	129,745.00	125,962.90	0.00	0.00
22409	ANGEL - EL DORADOhc	41,304.42	11,294.55	0.00	0.00
22410	ANGEL - CEDAR DRIVEpv	48,072.22	27,076.82	0.00	0.00
22411TX	TXDOT - HARRIS IH 10	409,472.00	390,982.52	0.00	0.00
22510	H/C - MILLER CAMP 10 - 04/0175	125,847.16	61,289.70	0.00	0.00
23110TX	TRIPLE B - SH 35 - BRAZORIA	243,122.27	85,728.40	0.00	0.00
23610TX	BALFOUR - IH 10 - HARRIS	314,105.99	140,476.94	0.00	0.00
23710TX	ANGEL - IH 10 FAYETTE - 90 M	159,283.97	34,659.84	0.00	0.00
23908	WEBBER - FM 1314mc	321,370.25	17,661.20	0.00	0.00
24310TX	SOUTH COAST - SH 288 BRAZORIA	55,012.00	41,448.00	0.00	0.00
24408	WEBBER - FM 646gc	168,279.54	9,911.49	0.00	0.00
24409	BEYER - MCHARD RD IMPROV	47,497.78	25,207.78	0.00	0.00
24410HC	TJ & T - PERRY RD H/C 09/0334	40,764.99	27,855.90	0.00	0.00
24509	HASSELL - FM 529	141,027.83	131,441.10	0.00	0.00
24809	DURWOOD - CYPRESS N HOUSTON	54,747.17	9,283.81	0.00	0.00
24810TX	HASSELL - FM 359 FORT BEND	255,154.72	187,509.96	0.00	0.00
25209	WEBBER - IH 10txdot	505,023.75	254,081.60	0.00	0.00
25210TX	HASSELL - FM 1464 FORT BEND	279,373.10	239,702.02	0.00	0.00
25310TX	LONE STAR - SH 146	26,476.95	18,234.23	0.00	0.00
25510GOV	KIMRICK - WALLISVILLE	39,481.00	39,481.00	0.00	0.00
25610TX	WILLIAMS BROS - US 59tx	206,510.02	153,875.96	0.00	0.00
25810TX	TRIPLE B - FM 646 Galveston Co	121,833.00	64,696.73	0.00	0.00
25909	KNIFE RIVER - SH 30 - GRIMES	68,345.32	3,380.48	0.00	0.00
25910TX	TX DOT - HARRIS VA	853,581.79	830,738.22	0.00	0.00
26009	CROSS ROADS - PARK ROW BLVDhc	17,119.78	5,449.58	0.00	0.00
26310MET	JIMERSON METRO SE CORRIDOR 2A	31,671.40	7,868.10	0.00	0.00
26409	SMITH & CO - FM 2978tx	116,167.75	101,863.68	0.00	0.00
26509	ALLGOOD - FM 1098 - WALLER	67,153.82	45,472.88	0.00	0.00
26609	WEBBER - FM 1488-1B-100 MILmc	250,946.47	197,749.44	0.00	0.00
26610TX	WILLIAMS BROS - I-10 ORANGE CO	325,918.56	160,048.29	0.00	0.00
26709	ROZCO - VA RDS TXDOT	101,468.40	4,999.12	0.00	0.00
26809	JIMERSON - METRO N CORRIDOR 2A	92,513.33	29,833.02	0.00	0.00
26909	ANGEL - RAILROAD AVENUEhc	34,453.69	4,296.63	0.00	0.00
27509	WILLIAMS BROS - SH 146tx	234,023.17	129,714.15	0.00	0.00
27510COP	HASSELL - CITY OF PASAD BURKE	116,506.64	58,443.74	0.00	0.00
27610TX	DURWOOD - FT BEND CS	145,794.13	123,954.88	0.00	0.00
27810TX	ANGEL - Txdot Harris CS	30,563.99	35.35	0.00	0.00
27910HC	H/C - WADE CAMP 5TH RENE	148,540.47	125,236.96	0.00	0.00
28010HC	H/C - Precint 4	200,000.00	199,999.83	0.00	0.00
28209	ANGEL - FM 3005 - GALVESTtx	303,152.57	2,667.00	0.00	0.00
28210PV	PATCH RUBBER - TARRANT I 20	308,932.15	65,246.15	0.00	0.00
28409	TEXAS STERLING - BLTWY 8	113,828.82	96,180.52	0.00	0.00
28610TX	ANGEL - SH 35 HARRIS	86,294.97	60,332.17	0.00	0.00
28807	ANGEL - IH 10	408,097.42	57,824.16	0.00	0.00
29210TX	LONE STAR - IH 10 HARRIS	184,260.65	175,388.09	0.00	0.00
29809	WAGNER - FM 482 - COMAL - 100M	611,176.21	49,198.50	0.00	0.00
30110TX	SPAWGLASS - CHAMBERS IH 10	86,770.31	86,770.31	0.00	0.00
30210HC	H/C - GENOA RED BLUF	150,000.00	150,000.00	0.00	0.00
30310TX	TEXAS STERLING - FT BEND US 59	99,063.22	99,063.22	0.00	0.00
30410TX	DURWOOD - US 90 HARRIS	90,733.96	57,963.89	0.00	0.00
30510COH	CONRAD - COH 11TH	83,366.45	66,081.07	0.00	0.00
31010TX	JD Abrahms - FM 2234 Brazoria	249,569.80	240,869.80	0.00	0.00

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
31710TX	ANGEL - JACKSON US 59	189,640.65	188,840.65	0.00	0.00
32010HC	DURWOOD - ASPHALT OVERLAY	170,417.58	170,117.58	0.00	0.00
32110TX	DURWOOD - BRAZORIA BS 288B	100,176.27	100,176.27	0.00	0.00
32510PV	TEXAS STERLING - KIRBY PAVING	110,326.42	110,326.42	0.00	0.00
32810TX	TXDOT - US 90 LIBERTY	447,078.77	447,078.77	0.00	0.00
32910TX	TXDOT - GONZALES - US 183	411,821.85	411,901.89	0.00	0.00
33010TX	TXDOT - IH 610 HARRIS	438,747.47	438,747.47	0.00	0.00
33210HC	ANGEL - KUYKENDAHL SEG B	155,389.14	154,229.14	0.00	0.00
33310HC	AAA - CYPRESS N.HOUSTON	65,009.79	65,009.79	0.00	0.00
33510HC	ANGEL - KUYKENDAHL SEG A	240,445.38	239,045.38	0.00	0.00
33710TX	ANGEL - FM 713 CALDWELL	49,136.76	49,136.76	0.00	0.00
33810TX	WILLIAMS BROS - SH 332 BRAZORI	388,203.00	388,344.99	0.00	0.00
33910TXES	TEXAS STERLING - IH 610 HARRIS	300,106.68	299,212.52	0.00	0.00
34110TX	DURWOOD - SH 275 GALVESTON	45,023.52	45,023.52	0.00	0.00
34410PV	MAR-CON HC 10/0139 SOUTHMORE	134,974.15	134,974.15	0.00	0.00
34510TX	ANGEL - SH 87 GALVESTON CO	103,827.03	107,703.00	0.00	0.00
34910TX	HASSELL - FM 2218 FT BEND	279,296.00	199,065.00	0.00	0.00
35510TX	WEBBER - IH 10 BEAUMONT	325,885.96	325,885.96	0.00	0.00
35710TX	MAIN LANE - FM 1960 HARRIS	80,999.12	75,098.64	0.00	0.00
35810TX	FN PLOCH - FREESTONE BU 84R	865,541.44	865,541.44	0.00	0.00
36010HC	ANGEL - MUESCHKE HC 10/0182	34,281.23	34,281.23	0.00	0.00
36310HC	H/C - 09/0097 LYONS	144,024.86	144,024.86	0.00	0.00
37010TXES	DURWOOD - IH 10 AUSTIN CO	438,104.00	420,166.56	0.00	0.00
37110TX	HUNTER - FM 1383 FAYETTE CO	58,700.35	58,832.95	0.00	0.00
37410TX	ANGEL - FM 1314 MONTGOMERY	66,902.98	60,659.14	0.00	0.00
38110TX	TXDOT - HARRIS VA INSIDE	2,240,000.00	2,218,041.86	0.00	0.00
38210TX	TXDOT HARRIS VA OUTSIDE	2,337,948.00	2,321,948.88	0.00	0.00
38310TX	ANGEL - US 59 FT. BEND	104,931.62	104,931.62	0.00	0.00
38510OTHCI	TEXAS STERLING - UNIVERSITY BL	80,669.88	31,312.90	0.00	0.00
38510TX	WEBBER - IH 45 MONTGOMERY	271,468.53	98,014.31	0.00	0.00
38710TX	TEXAS STERLING - I 45 DRAINAGE	44,013.85	42,273.42	0.00	0.00
39010TX	NBG-HARRIS IH 10	107,818.02	106,402.02	0.00	0.00
39110COH	ANGEL - ARRA LOCAL REHAB PROJ	182,875.64	182,858.95	0.00	0.00
39410PV	TEXAS STERLING - WESTPARK	153,865.15	65,228.84	0.00	0.00
39610TX	SILVA - FM 521 BRAZORIA	50,077.15	49,445.75	0.00	0.00
39710HC	HARRIS COUNTY - PCT 4	200,000.00	199,999.75	0.00	0.00
39810HC	MENADE - CYPRESS ROSEHILL	39,220.81	2,298.32	0.00	0.00
39910OTHCO	ALLGOOD - FT Bend Greenbusch	64,455.64	64,455.64	0.00	0.00
40010PV	WILLIAMS DEVELOPMENT - WALMART	53,975.32	53,975.32	0.00	0.00
41110TX	ANGEL - FM 86 CALDWELL CO	60,022.64	60,022.64	0.00	0.00
41210TX	DURWOOD-BRAZORIA SH 288	245,935.71	245,935.71	0.00	0.00
42010OTHCI	MAR-CON - HWY 6 MISSOURI CITY	180,278.55	179,973.40	0.00	0.00
42110HC	CUTLER - REFUR VA RDS SPRING	233,193.02	233,193.02	0.00	0.00
42210TX	MAIN LANE-HARRIS FM 2100	307,981.39	307,981.39	0.00	0.00
43210OTHCI	WEBBER - LEAGUE LINE RD.PH 2	100,353.81	91,113.81	0.00	0.00
43510COH	ANGEL - ALDINE WESTFIELD ARRA	271,163.84	6,039.04	0.00	0.00
43810TX	APAC - JEFFERSON US 69	159,268.83	156,868.83	0.00	0.00
45010TX	FORDE - FM 522 BRAZORIA	88,444.12	88,444.12	0.00	0.00
45110TX	ANGEL - FM 1092 FT BEND	143,799.87	142,617.38	0.00	0.00
45210TX	ANGEL - FM 359 FT BEND	65,940.27	66,140.27	0.00	0.00
45310HC	AAA ASPHALT - JACINTO PORT	99,106.62	99,106.62	0.00	0.00
45410TX	ANGEL - SH 159 AUSTIN	99,812.77	94,745.58	0.00	0.00
45510TX	SMITH & CO - CHAMBERS IH 10	78,794.75	78,794.75	0.00	0.00
46510TX	ANGEL - MONTGOMERY FM 1488	120,302.31	120,302.31	0.00	0.00
46610TX	FORDE - WALLER FM 1736	46,729.06	46,729.06	0.00	0.00

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
46810PV	HRT-NORTH CORRIDOR	286,122.12	40,052.21	0.00	0.00
46910PV	HRT - SE & DT CORRIDOR	633,560.57	51,324.28	0.00	0.00
47010PV	HRT - EAST END CORRIDOR	540,837.11	151,761.81	0.00	0.00
47310TX	SMITH & CO - FM 149	342,310.97	342,310.97	0.00	0.00
80300029	WILLIAMS BROS - US 90txdot	214,126.81	150,159.28	0.00	0.00
80300030	WILLIAMS BROS - US 90	197,871.92	175,576.04	0.00	0.00
80300031	WILLIAMS BROS - IH 10	160,141.81	117,261.72	0.00	0.00
R16609	TEXAS STERLING - FM 1488	29,000.00	-1,600.00	0.00	0.00
R19609	MAIN LAtx - VA RDS - 100 MIL	29,800.00	8,180.00	0.00	0.00
R20609	BELLOWS - COH BALLET CENTER	82,585.00	10,860.00	0.00	0.00
R28807	ANGEL - 0508-01-298IH10tx	150,590.00	34,720.00	0.00	0.00
R6987012	TEXAS STERLING - US 90Atxdot	217,850.24	-12,996.00	0.00	0.00
S20108	TEXAS STERLING - FM 1484	41,216.00	-2,016.00	0.00	0.00

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

CONTRACTOR QUALIFICATIONS

Certification of Experience Record/Equipment Schedule

Submitted by Batterson LLP — an individual / a partnership / a corporation

with principal office at 955 Judiway Houston Texas 77018

To be filled in by Corporation:
Date incorporated _____
Under the laws of _____ State.

To be filled in by Partnership
Date formed 19 80
State whether partnership is general, limited or associated

Executive Officer _____

List Members:
Mike Batterson
Stace Batterson

State of Texas

County of Harris

Stace Batterson, being duly sworn, deposes and says that he is

Partner (title) of Batterson LLP (Name of Organization)

and that the answers to the foregoing questions on the attached forms and all statements therein are correct: that the experience record and the schedule of equipment are made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above mentioned experience record and schedule of equipment are true and correct.

Sworn to before me this 9th day of February A.D. 2014

Andrea Jennings
Notary Public

My Commission expires:

(SEAL)

ANDREA JENNINGS
Notary Public, State of Texas
My Commission Expires
July 26, 2017

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

CONTRACTOR QUESTIONNAIRE

Please respond to the following questions regarding your firm's financial status:

1. Has your firm been denied credit within the last sixty (60) days? Yes_ No X____

2. Indicate if your firm has been involved or a party to any of the following actions (within the last seven to ten years):
   a. Judgments: Yes _____ No X____

   If yes, attach proof and provide an explanation of current status below:

   _____
   _____
   _____

   b. Satisfied judgments: Yes _____ No X____

   If yes, attach proof and provide an explanation of current status below:

   _____
   _____
   _____

   c. Tax Liens: Yes _____ No X____

   If yes, attach proof and provide an explanation of current status:
   If no, provide completed affidavit as attachment to this application.

   _____
   _____
   _____

   d. Bankruptcy Proceedings:
   Dismissals Yes _____ No X____

   Discharges Yes _____ No X____
   If yes, provide a copy of all current documentation to support the current status and a copy of the current plan.

3. Does your firm have certificates of insurance with the following minimum coverage amounts:

   a. $100,000 for property damage coverage? Yes_X___ No_____

   b. $300,000 for liability coverage (bodily injury)? Yes____X____ No_____

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

4. Does your firm have a current worker's compensation insurance policy within the statutory limits as required by law? Yes X No_____

5. In the last five (5) years, has your firm ever failed to complete a contract? Yes__ No X

If yes, why?_____

6. At any time in the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of contract of a government construction project, or the bidding or performance of a government contract? Yes_____ No X

7. In the last five (5) years has your firm, or any firm which your company's owners, officers, or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes_____ No X

8. Has your firm, or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state or local law related to construction? Yes_____ No X

9. List any real estate in Harris County owned either personally by any of your firm's owners, officers, or partners, or through partnership, joint venture, or other legal entity associated with your firm:

Title Holder	Address
Mike Batterson	2215 E 15th Houston
Mike Batterson	944 W 34th Houston
Mike Batterson	1509 Corlandt Houston

10. Is your firm or any of its officer's delinquent in payment of property taxes to Harris County?
Yes_____ No X

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION IN THIS STATEMENT AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS STATEMENT IS TRUE AND COMPLETE TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF.

Signature	Partner Title	4/1/2014 Date
Signature	Title	Date

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this Instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of February, 2014

Randall Musselman, Secretary

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

THE GUARANTEE

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE To obtain information or make a complaint:	**AVISO IMPORTANTE** Para obtener informacion o para someter una q ueja:
2 You may contact your agent at:	Puede comunicarse con su agent al
3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567	Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567
4 You may also write to The Guarantee Company of North America USA at: One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431	Usted tamblen puede escribir a to The Guarantee Company of North America USA: One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431
5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439	Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 - 800-252-3439
6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us	Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us
7 PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD 1).
8 ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

THE AMERICAN INSTITUTE OF ARCHITECTS

11178

11178

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Batterson, L.L.P.
955 Judiway, Houston, TX 77018

as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA
12600 Northborough, Suite 190, Houston, TX 77067

a corporation duly organized under the laws of the State of Michigan
as Surety, hereinafter called the Surety, are held and firmly bound unto Harris County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Thermoplastic Striping Various Roads, Precinct 4, Job No. 14/0013

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of February, 2014

(Witness)

Batterson, L.L.P.
(Principal) (Seal)
By: STACE BATTERSON, PARTNER
(Title)

Rebecca Garza (Witness)

THE GUARANTEE COMPANY OF NORTH AMERICA USA

The Guarantee Company of North America USA
(Surety) (Seal)
By: Michele Bonnin
Attorney-in-Fact (Title)

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

ORDINANCE NO. 10-082

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY ATTORNEY OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND APPROVE AS TO FORM, RESPECTIVELY, AN *INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS,* FOR THE PURPOSE OF ALLOWING THE CITY OF BELLAIRE, TEXAS, TO UTILIZE HARRIS COUNTY'S CURRENT CONTRACTS FOR THE PURCHASE OF CERTAIN MATERIALS, GOODS, AND SERVICES IN ORDER TO INCREASE THE EFFICIENCY AND EFFECTIVENESS OF GOVERNMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor and the City Attorney of the City of Bellaire, Texas, are each hereby authorized to execute and approve as to form, respectively, an *Interlocal Agreement Between Harris County and the City of Bellaire, Texas,* in a form as attached hereto and marked Exhibit "A," between the City of Bellaire, Texas, and Harris County, Texas, for the purpose of allowing the City of Bellaire, Texas, to utilize Harris County's current contracts for the purchase of certain materials, goods, and services in order to increase the efficiency and effectiveness of government.

PASSED and **APPROVED** this 6th day of December, 2010.

Cynthia Siegel

Cynthia Siegel, Mayor
City of Bellaire, Texas

ATTEST:

Tracy L. Dutton

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

CITY OF BELLAIRE TEXAS

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney
City of Bellaire, Texas

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the City of Bellaire, Texas (the "City"), a home-rule municipality under the laws of the State of Texas, acting by and through its City Council and pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001 – 791.030. The County and the City are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

The City desires Harris County's assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts ("Vendors").

Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply the City with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate the City to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for the City nor to include the City in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of the City. The County owes the City no obligation whatsoever for the use of Harris County's contracts. The City owes no compensation to the County for the use of its current executed contracts. The City shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

II.

Each Vendor, in its own discretion, must agree to allow the City to purchase materials, goods, or services under the contract between the Vendor and the County. The Vendor shall be informed by the City, in writing and included in a contract with the Vendor, the following:

The materials, goods, or services subject to this contract are being procured using a Harris County executed contract with Vendor, subject to the following.

Vendor has the right to refuse the City's request to use Harris County's contract;

If Vendor agrees to contract with the City using the Harris County contract, then all materials, goods, or services purchased under the Agreement between the City and Vendor shall be in accordance with the current Harris County contract;

The City shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill the City directly for any and all materials, goods, or services purchased by the City;

Vendor shall look only to the City for any and all compensation owed for purchases made by the City under the Harris County contract; and

Vendor shall settle any and all disputes with the City concerning any purchases made by the City. Harris County shall not be a party to any dispute between Vendor and the City, nor be responsible in any way for the acts or omissions of the City.

III.

All the materials, goods, or services procured using the County contracts shall be procured by the City in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, TEX. LOC. GOV'T CODE ANN. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the City shall be handled between the City and Vendor. Vendors shall bill the City directly for all materials, goods, or services ordered by it. The City understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

LIABILITY DUE TO THE ACTIVITIES OF THE CITY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE CITY OR BY ANY PERSON EMPLOYED BY THE CITY, OR THE CITY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL. THE CITY SHALL ALSO HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CITY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of both Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by the City, which shall include but not be limited to noncompliance with Article II.

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the City to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by the City.

IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City:	The City of Bellaire 7008 S. Rice Avenue Bellaire, Texas 77401 Attn: Tracy Dutton
To Harris County:	Harris County Purchasing Agent 1001 Preston, Suite 670 Houston, Texas 77002 Attn: DeWight Dopslauf

Either Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement and the Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF BELLAIRE, TEXAS

By: Cindy Siegel
CINDY SIEGEL
MAYOR

HARRIS COUNTY

By: Ed Emmett
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
Alan P. Petrov
City Attorney
By:

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY
By: Barbara Smith Armstrong
Barbara Smith Armstrong
Assistant County Attorney
C.A. File 10GEN1690

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JAN 11 2011, 2011 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: None,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Eversole	☒	☐	☐

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order adopted reads as follows:

Recitals

1. The City of Bellaire, Texas (the "City") desires Harris County's assistance in purchasing certain materials, goods or services.

Presented to Commissioner's Court

JAN 11 2011

APPROVE_____
Recorded Vol_____Page_____

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

2. Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts.

3. Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

4. Both Parties wish to enter into such Interlocal Agreement.

Now, therefore, be it Ordered by the Commissioners Court of Harris County :

1. That the recitals are true and correct.

2. That County Judge Ed Emmett be, and is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of Bellaire, Texas, to provide assistance in the purchasing of certain materials, goods, or services. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Attachment: Striping Contract - Batterson (1388 : FY2015 Street Marking Replacement Program - Contract Award)

HARRIS COUNTY PURCHASING OFFICE

AGENDA ITEM: INTERLOCAL AGREEMENTS/AMENDMENTS

COMMISSIONERS COURT DATE: JANUARY 11, 2011

Request for approval of the following interlocal agreements and authorization for the County Judge to execute agreements/amendments where applicable:

		Agency	Description	Buyer	Department	Begins	Ends	Renewal (yes or no)	Amendment /Agreement	Court Order Attached (yes or no)	Amount	Price Inc. (Dec)	Comments
*	a.	City of Bellaire	Utilization of Contracts	DCH	County Attorney	01/11/11	1/10/12	No	Agreement	Yes	$0		Allows City of Bellaire to utilize Harris County contracts
	b.	City of Houston through Houston Department of Health and Human Services	Breastfeeding Peer Counselor	JMT	Harris County Hospital District			No	Agreement	Yes	$0		Term will begin upon execution by the City of Houston

Kelly E. Johnson

Kelly E. Johnson, C.P.M., C.P.C.M.
Purchasing Agent

cc: All vendors

Revised 9/20/2010

US-05 letter + 1 Agmt; Hon A + memo 1 copy; Atty B

Pur-copy letter + 2 Agmts; Hon A + memo + 4 Agmts; Atty B

Aud. copy

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	☐	☐	☐
Comm. Lee	☐	☐	☐
Comm. Morman	☐	☐	☐
Comm. Radack	☐	☐	☐
Comm. Eversole	☐	☐	☐

Presented to Commissioner's Court

JAN 11 2011

APPROVE L | R

Recorded Vol_____Page_____

LETTER OF RECOMMENDATION

for

FY2014 STREET STRIPING PROJECT

CITY OF BELLAIRE

OCTOBER, 2014

ARKK JOB NO. 14-020

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

7322 Southwest Fwy Suite 1040 • Houston, TX 77074 • (713)-400-ARKK • www.arkkengineers.com • TX PE Firm No. 13872

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Interlocal Agreement	8

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

LETTER OF RECOMMENDATION

ARKK ENGINEERS

October 27, 2014

Mr. Brant Gary
Director of Public Works
City of Bellaire
7008 S. Rice Ave.
Bellaire, Texas 77401

Re: **Letter of Recommendation for FY2014 Street Striping Project**
City of Bellaire
ARKK Job No. 14-020

Dear Mr. Gary:

On February 10, 2014, Harris County received five (5) bids for the ***Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 Project – UPIN 14104M23F502***. Harris County approved Batterson L.L.P. for $200,000.00 of striping work within Harris County Precinct 4. The City of Bellaire through its interlocal agreement with Harris County intends to utilize the approved contractor, Batterson L.L.P. for striping work within the City of Bellaire.

The following is a summary of Harris County's bid evaluation:

1. Five (5) firms participated in the bidding process for the Harris County Precinct 4 Project. The bids for the total project are as follows:

Bidder	Total Bid
Professional Traffic Control, LLC	$90,149.10
Batterson L.L.P.	$97,913.00
Stripes & Stops Company, Inc.	$109,653.00
Strip-A-Line, Inc.	$115,199.50
Regional Traffic Services, LLC	$126,626.00

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

2. Qualifications and References – Information provided by Harris County indicated the Professional Traffic Control, LLC was not recommended for award due to past performance issues during the previous project. Batterson, L.L.P., the second lowest bidder provided a List of Qualifications, and references. These references included TxDot, Harris County, & multiple local general contractors indicating their ability to perform the work.

The City of Bellaire has an available budget of $116,000.00 for FY2014 street striping. With the information provided by Harris County Batterson, L.L.P. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Bellaire award the **FY2014 Street Striping Project for a total amount of $114,561.29 which includes the striping of Elm Street, Evergreen Street, Chimney Rock Road, & South Rice Avenue.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC

James B. Andrews, P.E.
City Engineer

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

COST ESTIMATE

City of Bellaire
FY2014 - Striping Improvments Project
Project Cost Estimate

Elm Street		
	Striping Improvements:	$6,317.64
	5% Contingency:	$315.88
	Subtotal:	**$6,633.52**
Evergreen Street		
	Striping Improvements:	$11,916.64
	5% Contingency:	$595.83
	Subtotal:	**$12,512.47**
Chimney Rock Road		
	Striping Improvements:	$30,651.36
	5% Contingency:	$1,532.57
	Subtotal:	**$32,183.93**
S. Rice Avenue		
	Striping Improvements:	$60,220.35
	5% Contingency:	$3,011.02
	Subtotal:	**$63,231.37**

ESTIMATED COST OF CONSTRUCTION **$114,561.29**

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

Elm Street

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	4578	$ 0.52	$ 2,380.56
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	4578	$ 0.52	$ 2,380.56
34	Surface Prep 4" - Furnish & Applied	L.F.	9156	$ 0.05	$ 457.80
35	Surface Sealer 4" - Furnish & Applied	L.F.	9156	$ 0.12	$ 1,098.72
				Estimated Cost of Construction	**$6,317.64**

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

Evergreen Street

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	10272	$ 0.05	$ 513.6
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	5136	$ 0.52	$ 2,670.7
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	5136	$ 0.52	$ 2,670.7
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	954	$ 2.00	$ 1,908.0
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	944	$ 4.40	$ 4,153.6
				Estimated Cost of Construction	**$11,916.**

City of Bellaire

Chimney Rock Road

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
1	Removing Pavement Markings (Any Button)	EA.	750	$ 0.25	$ 187.50
2	Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	EA.	750	$ 1.00	$ 750.00
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	4130	$ 0.05	$ 206.50
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	4130	$ 0.52	$ 2,147.60
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	L.F.	5135	$ 0.10	$ 513.50
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	L.F.	5135	$ 1.10	$ 5,648.50
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	L.F.	840	$ 0.15	$ 126.00
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	840	$ 2.00	$ 1,680.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	L.F.	328	$ 0.20	$ 65.60
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	328	$ 4.40	$ 1,443.20
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	EA.	4	$ 50.00	$ 200.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA.	4	$ 65.00	$ 260.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	L.F.	6250	$ 0.15	$ 937.50
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	L.F.	6250	$ 1.00	$ 6,250.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	L.F.	7417	$ 0.08	$ 593.36
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	L.F.	7417	$ 1.30	$ 9,642.10
				Estimated Cost of Construction	**$30,651.3**

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

City of Bellaire

S. Rice Avenue

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	L.F.	40000	$ 0.05	$ 2,000
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	L.F.	11000	$ 0.52	$ 5,720
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	L.F.	16000	$ 0.52	$ 8,320
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	L.F.	1102	$ 0.10	$ 110
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	L.F.	862	$ 1.10	$ 948
13	Reflectorized Pavement Markings Type I (Thermoplastic) 8" Yellow/Solid - Furnish & Applied	L.F.	240	$ 0.70	$ 168
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	L.F.	1945	$ 0.15	$ 291
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	L.F.	1945	$ 2.00	$ 3,890
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	L.F.	2886	$ 0.20	$ 577
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	L.F.	2886	$ 4.40	$ 12,698
22	Removing Pavement Markings (LEFT-STRAIGHT-RIGHT Combination Arrows)	EA.	7	$ 1.00	$ 7
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	EA.	7	$ 50.00	$ 350
25	Removing Pavement Markings ("ONLY")	EA.	7	$ 1.00	$ 7
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA.	7	$ 65.00	$ 455
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	L.F.	1412	$ 0.15	$ 211
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	L.F.	1412	$ 1.00	$ 1,412
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	L.F.	5000	$ 0.08	$ 400
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	L.F.	17426	$ 1.30	$ 22,653
				Estimated Cost of Construction	**$60,220**

Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement Program - Contract Award)

BID TABULATION

Job No. 14/0013, Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
1	Removing Pavement Markings (Any Button)	674 (SP674) (Drawings/Construction Notes)	EA	2,000	x	0.25	=	500.00
2	Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	663 (Drawings / Construction Notes)	EA	1,000	x	1.00	=	1,000.00
3	Non-Reflectorized Ceramic Traffic Buttons (Yellow) - Furnish & Install	663 (Drawings/ Construction Notes)	EA	1,000	x	1.00	=	1,000.00
4	Reflectorized Pavement Markers Type I-C - Furnish & Install	663 (Drawings/ Construction Notes)	EA	100	x	3.50	=	350.00
5	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	663 (Drawings/ Construction Notes)	EA	4,500	x	2.50	=	11,250.00
6	Reflectorized Pavement Markers Type II-B-B - Furnish & Install (Blue)	663 (Drawings/ Construction Notes)	EA	90	x	3.50	=	315.00
7	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	663 (Drawings/ Construction Notes)	EA	200	x	3.50	=	700.00
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	674 (SP 674) (Construction Notes)	LF	43,000	x	0.05	=	2,150.00
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid -	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	8,000	x	0.10	=	800.00
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid -	660 (Drawings)	LF	4,000	x	1.10	=	4,400.00
13	Reflectorized Pavement Markings Type I (Thermoplastic) 8" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	4,000	x	0.70	=	2,800.00
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	4,000	x	0.15	=	600.00
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	2.00	=	4,000.00
16	Reflectorized Pavement Markings Type I (Thermoplastic) 12" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	1.50	=	3,000.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	2,000	x	0.20	=	400.00
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00
19	Reflectorized Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00

Vendor to Initial Here: SB

Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
20	Removal of all striping and pavement markings. Standard Crosswalks, White Type I & Type II	674 (SP674) (Drawings/ Construction Notes)	SF	3,500	x	0.30	=	~~10,500.00~~ $1050.00
21	Reflectorized Pavement Markings Type I (Thermoplastic), Standard Type Crosswalk, White	660 (Construction Notes)	LF	3,500	x	3.00	=	3,500.00
22	Removing Pavement Markings (LEFT-STRAIGHT-RIGHT Combination Arrows)	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	5,000.00
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	660 (Drawings/ Construction Notes)	EA	100	x	50.00	=	5,000.00
24	Reflectorized Pavement Markings Type I (Thermoplastic) LEFT-STRAIGHT-RIGHT Combination Arrows - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	6	x	65.00	=	390.00
25	Removing Pavement Markings ("ONLY")	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	100.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	100	x	65.00	=	6,500.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	674 (SP674) (Construction Notes)	LF	6,000	x	0.15	=	900.00
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	660 (Drawings/ Construction Notes)	LF	6,000	x	1.00	=	6,000.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	674 (SP674) (Construction Notes)	LF	100	x	0.08	=	8.00
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed -	660 (Construction Notes)	LF	100	x	1.30	=	130.00
31	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	660 (Construction Notes)	LF	100	x	1.30	=	130.00
32	Rapid Curing Asphalt Concrete Patching Material - Patching Holes Caused by Removal of Damaged Pavement Markers & Buttons	SS 9230	LBS	20	x	4.00	=	80.00
33	Reflectorized Pavement Markings Type I (Thermoplastic) RR Crossing "X" Symbol - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	40	x	65.00	=	2,600.00
						*Grand Total		$ ~~105,263.00~~ 97,913.00

This figure should appear on the front cover of the Harris County Bid Cover Sheet

Vendor to Initial Here: SB

BID PROPOSAL

11478

HARRIS COUNTY
BID COVER SHEET

Job No.
14/0013

BID FOR: Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502 (For one year beginning approximately April 1, 2014)

DUE DATE: **Monday, February 10, 2014**

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: **Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: **HARRIS COUNTY PURCHASING AGENT**
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Jaime Kovar at (713) 755-5791 or e-mail at jaime.kovar@pur.hctx.net

Total Amount of Bid: $ 97,913.00

Company Name: BATTERSON LLP

Company Address: 955 JUDIWAY

City, State, Zip Code: HOUSTON TEXAS 77018

Taxpayer Identification Number (T.I.N.): 74-2098647

Telephone: 713-688-5433 Fax: 713-688-5688 e-mail: tlabuzan@batterson.com

Do you carry Health Insurance on your employees? X Yes ___ No If yes, what % of employees: 5 % appx

How did you hear of this job? ☐ Newspaper ☒ Other

Signature: _____ Print Name STACE BATTERSON

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: _____ Date: ~~2/10/2014~~ 4/15/14
HARRIS COUNTY JUDGE ED EMMETT

JLK/mam
Revised 10/12

Job No. 14/0013, Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
1	Removing Pavement Markings (Any Button)	674 (SP674) (Drawings/Construction Notes)	EA	2,000	x	0.25	=	500.00
2	Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	663 (Drawings / Construction Notes)	EA	1,000	x	1.00	=	1,000.00
3	Non-Reflectorized Ceramic Traffic Buttons (Yellow) - Furnish & Install	663 (Drawings/ Construction Notes)	EA	1,000	x	1.00	=	1,000.00
4	Reflectorized Pavement Markers Type I-C - Furnish & Install	663 (Drawings/ Construction Notes)	EA	100	x	3.50	=	350.00
5	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	663 (Drawings/ Construction Notes)	EA	4,500	x	2.50	=	11,250.00
6	Reflectorized Pavement Markers Type II-B-B - Furnish & Install (Blue)	663 (Drawings/ Construction Notes)	EA	90	x	3.50	=	315.00
7	Reflectorized Pavement Markers Type II-A-A - Furnish & Install	663 (Drawings/ Construction Notes)	EA	200	x	3.50	=	700.00
8	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID	674 (SP 674) (Construction Notes)	LF	43,000	x	0.05	=	2,150.00
9	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid -	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
10	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	21,500	x	0.52	=	11,180.00
11	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	8,000	x	0.10	=	800.00
12	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid -	660 (Drawings)	LF	4,000	x	1.10	=	4,400.00
13	Reflectorized Pavement Markings Type I (Thermoplastic) 8" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	4,000	x	0.70	=	2,800.00
14	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	4,000	x	0.15	=	600.00
15	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	2.00	=	4,000.00
16	Reflectorized Pavement Markings Type I (Thermoplastic) 12" Yellow/Solid - Furnish & Applied	660 (Drawings)	LF	2,000	x	1.50	=	3,000.00
17	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID	674 (SP674) (Construction Notes)	LF	2,000	x	0.20	=	400.00
18	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00
19	Reflectorized Pavement Markings Type I (Thermoplastic) 24" Yellow/Solid - Furnish & Applied	660 (Drawings/ Construction Notes)	LF	1,000	x	4.40	=	4,400.00

Vendor to Initial Here: SB

Item No.	Description	Spec Item No.	Unit of Measure	Estimated Quantity		Unit Price		Total Price
20	Removal of all striping and pavement markings. Standard Crosswalks, White Type I & Type II	674 (SP674) (Drawings/ Construction Notes)	SF	3,500	x	0.30	=	~~10,500.00~~ $1050.00
21	Reflectorized Pavement Markings Type I (Thermoplastic), Standard Type Crosswalk, White	660 (Construction Notes)	LF	3,500	x	3.00	=	3,500.00
22	Removing Pavement Markings (LEFT-STRAIGHT-RIGHT Combination Arrows)	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	5,000.00
23	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied (And/or Single Arrow-RIGHT)	660 (Drawings/ Construction Notes)	EA	100	x	50.00	=	5,000.00
24	Reflectorized Pavement Markings Type I (Thermoplastic) LEFT-STRAIGHT-RIGHT Combination Arrows - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	6	x	65.00	=	390.00
25	Removing Pavement Markings ("ONLY")	674 (SP674) (Drawings/ Construction Notes)	EA	100	x	1.00	=	100.00
26	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	100	x	65.00	=	6,500.00
27	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID - Removal of Existing 6" Curb Pavement Markings, Per Detail "D" Type II	674 (SP674) (Construction Notes)	LF	6,000	x	0.15	=	900.00
28	Reflectorized Pavement Markings Type II 12" Yellow/Solid - Furnish & Applied 6" Curb Pavement Markings, Per Detail "D" Type II (Paint)	660 (Drawings/ Construction Notes)	LF	6,000	x	1.00	=	6,000.00
29	Removing Pavement Striping & Markings (4" width ANY COLOR/DASHED) (15' over 40')	674 (SP674) (Construction Notes)	LF	100	x	0.08	=	8.00
30	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed -	660 (Construction Notes)	LF	100	x	1.30	=	130.00
31	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Dashed - Furnish & Applied (15' over 40')	660 (Construction Notes)	LF	100	x	1.30	=	130.00
32	Rapid Curing Asphalt Concrete Patching Material - Patching Holes Caused by Removal of Damaged Pavement Markers & Buttons	SS 9230	LBS	20	x	4.00	=	80.00
33	Reflectorized Pavement Markings Type I (Thermoplastic) RR Crossing "X" Symbol - Furnish & Applied	660 (Drawings/ Construction Notes)	EA	40	x	65.00	=	2,600.00
						*Grand Total		$ ~~105,263.00~~ 97,913.00

This figure should appear on the front cover of the Harris County Bid Cover Sheet

Vendor to Initial Here:

Packet Pg. 167
Attachment: Striping Contract - Letter of Recommendation (1388 : FY2015 Street Marking Replacement
H.3.d

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.

X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.

X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.

X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.

X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.

X 6. **Attachments**

- X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
- X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
- X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
- ___ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
- X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
- X f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
- ___ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
- X h. **Reference Sheet** - When references are required, you must use this form.
- ___ i. **HIPAA Requirements**
- X j. **Contractor Qualification**
- X k. **Contractor Questionnaire**
- X l. **General Conditions for Roads, Bridges and Related Work**
- X m. **Drawings, Maps, General Notices, Notes & Information**
- X n. **Prevailing Wage Rate Instructions**
- X o. **Wage Rates Schedule**
- X p. **Policy for Payment**
- X q. **Bid Pricing Sheet(s)**

Revised 11/09

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS
In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)
Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA
When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ASSIGNMENT
The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

AWARD
Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION
Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS
Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS
If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION
The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied

Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION
Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

CONTRACT OBLIGATION
Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS
Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT
If offeror obtained the bid specifications in digital format in order to prepare a response, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR
Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT
Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION
Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING
A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of

funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW
This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING
Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE
Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT
Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING
Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS
Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE
Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include

maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS
Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE
All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST
An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds $100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING
Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY
The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS
Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE
If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS
Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES
Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS
If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION
Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.
Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER
Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 05/13

SPECIFICATIONS

Thermoplastic Striping of Various Roads and Related Items for Harris County Precinct 4 - UPIN 14104M23F502

SCOPE

Harris County is seeking bids for a term contract for thermoplastic striping of various roads and related items for Harris County Precinct 4 for one (1) year beginning approximately April 1, 2014. Please see bonding requirements on page 10 of this bid.

PRE-BID CONFERENCE

There will be a **PRE-BID CONFERENCE** on **January 29, 2014, 11:00 a.m. CST**, in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite #670, Houston, TX 77002. **Attendance is not mandatory but all vendors should attend to discuss the requirements of this bid and answer any questions.** Persons with disabilities requiring special accommodations should contact the Purchasing Office at (713) 755-5036 at least two (2) days prior to the pre-bid conference.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Jaime Kovar, Office of the Purchasing Agent, via email to jaime.kovar@pur.hctx.net. The deadline for submission of questions relating to this bid is **January 31, 2014, no later than 12:00 p.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

RENEWAL OPTIONS

Harris County may consider two (2) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

SUBMITTALS

Failure to return the required items may result in a "non-responsive" bid. Vendors must submit with their bid the following items:

a. Complete and return Tax Form/Debt/Residence Certificate form as required in attachment a., Tax Form/Debt/Residence Certificate,
b. A bid bond or cashier's check for five percent (5%) of the total bid as required in attachment b., Bid Guaranty and Performance Bond Information Requirements, as well as Attachment c., Bid Check Return Authorization Form, if applicable,
c. Proof of insurance as detailed in attachment e., Minimum Insurance Requirements, and attachment f., Workers Compensation Insurance Coverage Rule 110.110,
d. List of references as required in attachment h., References,
e. Complete and return, as required in attachment j., Contractor Qualification Application, which will be used in part to determine that the vendor has the qualifications to fulfill the requirements of the specifications,
f. Complete and return, as required in attachment k., Contractor Questionnaire,
g. Include with bid package submitted, one (1) original, clearly marked "ORIGINAL", and one (1) copy, clearly marked "COPY".

SPECIAL REQUIREMENTS

Vendor may offer for sale additional items related to the scope of goods and/or services described above and/or listed in the Pricing/Delivery Information Section of this solicitation by identifying other items and/or brands not identified by Harris County in this solicitation. Though the "related items" offered may be considered during the award recommendation, and/or may be made a part of a subsequent contract, if any, with Harris County, the affect of the related items cannot be extended and totaled in determining the lowest bidder since an estimated usage is unknown. **Purchases by Harris County of related items should not exceed 20% of the total annual purchases under the contract.**

Where these special requirements and information as detailed in attachment l., General Conditions for Roads, Bridges and Related Work, differ from the preceding General Requirements on page 3-8, the specific requirements and attachment l., General Conditions for Roads, Bridges and Related Work, supersede where applicable.

Coordination of the project will be through the PID and all invoices must be routed through their department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the PID; therefore, payment to the vendor may be up to one (1) month from the date the invoice is approved by PID. Payment of material shall be in accordance with attachment p., Policy of Payment.

All work must be performed and comply with Federal, State, Local, and Municipal laws and ordinances in force at the time of contract. All vendor personnel shall use professional industrial attire for work and all required Occupational Safety and Health Administration (OSHA) equipment shall be furnished by the contractor. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced employees.

In addition, the vendor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates, and GC 2253.021, Performance and Payment Bonds. Accordingly, GC 2258 requires the vendor to submit a certified payroll record as detailed in attachment n., Prevailing Wage Rate Instructions, and compensate any worker employed on a public works project not less than as applicable per attachment o., Wage Rates Schedule. As well, GC 2253.021, Performance and Payment Bonds, requires the vendor to provide a payment bond on all public works jobs that exceed $25,000, and a performance bond on all public works jobs that exceed $100,000. **The amount of the performance and/or payment bond will be based on either the total amount of the vendor's bid, or, when applicable and specified on the award letter, the department's estimated budget for the project, whichever is greater.**

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

TOLL FEES

Any and all toll FEES incurred during the term of this contract will be the responsibility of the vendor.

DRAWINGS/ADDITIONAL SPECIFICATIONS

Vendors may download the drawings, plans, and/or maps for this project from BuySpeed Online at https://bids.hctx.net/bso/login.jsp as referenced in attachment m., Drawings, Maps, General Notices, Notes & Information. Do NOT include the drawings from this bid package with the bid submittal.

SPECIFICATION

The vendor shall furnish and deliver, as required, all labor, trucks, equipment and material as necessary and defined herein for thermoplastic striping of various roads, provide associated traffic control and related items for Precinct 4 as detailed in attachment m., Drawings, Maps, General Notices, Notes & Information. The vendor shall obtain all permits and post such as required. Quantities given are only for evaluating, estimating, and acquiring unit bid prices. The actual work done, and accepted, will be paid at the unit prices indicated on the Pricing/Delivery Information sheet(s).

The vendor shall ensure sufficient workers, equipment in good operating order to industry-standards for the type of work being performed, and materials are available at all project sites to continuously and diligently prosecute the work to conclusion. Insufficient resources resulting in poor performance may be grounds for default. The vendor shall be responsible for making all arrangements for equipment and storage areas. No storage of equipment and materials will be permitted along right-of-way unless approved by the County.

The vendor shall verify all measurements before work begins and shall be responsible for making records of existing paint striping, paint marking, raised reflectorized markers, pavement markers and pavement markings, and shoulder blading before the existing surfaces are eradicated and/or installed with new materials. Any damage outside standard or as County directed, caused by the vendor's operation shall be corrected at no cost to the County and in a manner approved by PID. All work shall be scheduled at the convenience of the County and shall not interfere with the County's operations. All work and materials shall be subject to a final inspection and approval by the County.

The County will not be required to order minimum quantities (linear foot, each, etc.) of thermoplastic striping of various roads and related services for each work order. This contract includes non-site specific work and will be used on an "as needed" basis. Quantities and locations may be varied by the County during actual operations to accommodate field conditions. All thermoplastic striping of various roads and related services shall meet the minimum requirements as detailed in TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition, Special Provisions and Standards, and PID Standards and Specifications.

TRAFFIC CONTROL

Traffic Control shall not be paid separately, but shall be incidental to the work required under this contract. The contractor must perform all work in conformance with PID's specifications, TxDOT's Barricade and Construction Standards, and the TMUTCD. Unique work situations may require the preparation of individual Traffic Control Plans (TCP's). Unless otherwise approved by the County Engineer, individual TCP's shall be submitted to the Engineer for approval a minimum of seventy-two (72) hours prior to use. Locations that could pose a hazard to the traveling public shall be signed and delineated using appropriate markings, such as barrels, chevrons, object markers, etc. Unless otherwise approved by PID, a person who is certified by the American Traffic Safety Services Association (ATSSA) shall supervise the installation and removal of traffic control devices.

JOBSITE

All trash, including lunch bags, drinking cups, etc. generated by the vendor must be disposed of by the vendor. The vendor, upon completion of the work, must clear the work area of all items. Harris County does not assume responsibility for any materials, tools and equipment stored on or about the work site. All effort is subject to final acceptance by an authorized representative of PID.

The vendor shall provide adequate protection to all persons (vendor employees, County personnel, and the public), adjacent property, and utilities, and shall avoid unnecessary interference with the public, property,

and facilities. Courtesy to homeowners, landowners, and the County personnel is required at all times. The contractor shall report all accidents and complaints concerning contact with the general public to the County representative within twenty-four (24) hours. A written summary must be furnished in not more than forty-eight (48) hours of the incident. The vendor shall assume full responsibility for any loss of, or damage to, private and County property by its employees or agents and will reimburse the private individual and the County in the event of any loss of or damage to said property from any cause.

PID GENERAL CONDITIONS

The vendor must comply with all requirements in the "Harris County General Conditions for Roads, Bridges, and Related Work" or "Harris County General Conditions for Building Construction and Related Work," whichever is applicable.

PREVAILING WAGES

In accordance with Section 2258 of the Texas Government Code, contractor and any subcontractor hired by contractor for the construction of any project, shall not pay less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference in each Project Manual. Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

County will ascertain if proper wage rates are being paid to the employees as required by the Project Manual. In the event of a discrepancy between the work performed and the wages paid, County will document same and notify contractor. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer. Her determinations shall be binding.

If, for any length of time and as determined by the Harris County Contract Compliance Officer, discrepancies appear between the certified payrolls and the actual wage paid, County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to TEX. GOV'T CODE ANN. §2258.051, the County reserves the right to withhold any monies due contractor until such discrepancy is resolved and the necessary adjustment made. Contractor shall also pay a penalty in accordance with TEX. GOV'T CODE ANN. § 2258.023(b), of Sixty and No/Dollars ($60.00) per day per person per incident that such person is underpaid. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

USAGE REPORTS

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after

written request and itemize all purchases to date by Harris County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide the unit price for all items specified within attachment q., Bid Pricing Sheet(s). Quantities are estimated, Harris County reserves the right to purchase more or less. In case of discrepancy between unit and total pricing, **unit pricing governs**.

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.** Please refer to attachment m., Drawings, Maps, General Notices, Notes & Information, for details of specification numbers listed on the Pricing/Delivery Information sheets.

(Bid Pricing Sheets are available by downloading from BuySpeed Online at https://bids.hctx.net/bso/login.jsp. If vendors are unable to download the Pricing Sheets from BuySpeed Online, vendors may contact the Harris County Purchasing Office for a printed version)

RENEWAL OPTIONS

Harris County may consider two (2) one year renewal options, renewable one year at a time, based on the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

Job No.:14/0013

Attachment a.

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-2098647

Company Name submitting Bid/Proposal: BATTERSON LLP

Mailing Address: 955 JUDIWAY HOUSTON TEXAS 77018

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.*	Property address or location**
SEE ATTACHED	

** This is the property account identification number assigned by the Harris County Appraisal District.*
*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that BATTERSON LLP [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [Company Name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ [City and State].

Revised 11/09

Attachment b.

BID GUARANTY AND PERFORMANCE/PAYMENT BOND INFORMATION AND REQUIREMENTS

A guaranty shall be submitted with each bid that the bidder will execute and furnish a performance and/or payment bond within ten days after award of the contract and receipt of performance/payment bond application form. Guaranty may be submitted in either of these forms:

A. Individual bid bond payable to Harris County for 5% of the total amount of each separate bid, or

B. Bank cashier's check payable to Harris County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed performance and/or payment bond application is available to the bidder from Harris County, and is the only form Harris County will accept.

If the performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002, within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

Attachment c.

BID CHECK RETURN AUTHORIZATION FORM

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual.**

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in

the amount of $_____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____ Email: _____

For Use of County Clerk/Purchasing Agent Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

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Attachment e.

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. **Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: $1,000,000
- Disease–Each Employee: $1,000,000
- Policy Limit: $1,000,000

B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: $1,000,000
- Personal and Advertising Injury: $1,000,000
- Products/Completed Operations: $1,000,000
- General Aggregate (per project): $2,000,000

C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: $1,000,000

D. **Umbrella/Excess Liability** *(Harris County shall be named Additional Insured on primary/non-contributory basis)*

- Each Occurrence/Aggregate: $1,000,000

E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: $1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Rev. 10/2011

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

(2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) Obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project, and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

(6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

Attachment h.

REFERENCES

Reference #1

Organization Name: HARRIS COUNTY
Contact Name/Telephone No.: JASON TANNER
Address: HOUSTON, TEXAS (713) 755-1158

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #2

Organization Name: TXDOT
Contact Name/Telephone No.: DOC GEE (713) 636-7400
Address: HOUSTON TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #3

Organization Name: TXDOT
Contact Name/Telephone No.: QUINCY ALLEN (713) 636-7400
Address: HOUSTON TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

REFERENCES (Continued)

Reference #4

Organization Name: ANGEL BROS
Contact Name/Telephone No.: ROBERT CARTER (281) 471-6730
Address: BAYTOWN TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

Reference #5

Organization Name: DURWOOD GREEN CONSTRUCTION
Contact Name/Telephone No.: JERRY BARRY (281) 499-1551
Address: STAFFORD TX

Services provided:
STRIPING SIGNS TRAFFIC CONTROL

Reference #6

Organization Name: SMITH & CO
Contact Name/Telephone No.: JEFF SMITH (936) 760-9735
Address: CONROE TEXAS

Services provided: STRIPING SIGNS TRAFFIC CONTROL

CONTRACTOR QUALIFICATIONS

Experience Record

List of projects bidder has successfully completed within past two (2) years:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
1. see attached			
2.			
3.			
4.			

List of projects bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Est. Date of Completion	Name and Address of Owner
1. see attached			
2.			
3.			
4.			

List of Surety Bonds in Force on the above incomplete work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
1. see attached		
2.		
3.		
4.		

Equipment Schedule

List of equipment owned by bidder that is in serviceable condition and available for use:

1. see attached
2.
3.
4.

Portions of work bidder proposes to sublet in case of award of contract, including amount and type:

1. none
2.
3.

Dated this day 15 of October 2012

BATTERSON LLP
(Name of Organization)

By: Mike Batterson, partner

(Title)

Period: Sep, 2010 To: Sep, 2012 | Cost Types: Class: WIP | Labor Detail

Contract Billing Report
Batterson, L.L.P.
10/10/2012

10/10/12 11:19
L1 9.0.120918

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
10011TX	TEXAS STERLING - BW 8 HARRIS	190,537.93	16,257.81	0.00	0.00
10111TX	ANGEL - IH 45 HARRIS CO.	73,694.16	73,559.89	0.00	0.00
10112OTHCI	CITY OF HUNTERS CREEK-VOSS&MEM	39,602.70	24,543.46	0.00	0.00
10311TX	HASSELL - SH 99 HARRIS CO.	212,492.93	36,633.78	0.00	0.00
10411TX	HASSELL - FM 865 HARRIS CO.	103,386.95	33,949.14	0.00	0.00
10611TX	HASSELL - FM 646 GALVESTON CO.	137,746.60	35,794.13	0.00	0.00
10711TX	HASSELL - FM 1774 MONT. CO.	207,988.20	10,400.00	0.00	0.00
10811TX	TXDOT - IH 45 WALKER COUNTY	198,584.00	198,584.00	0.00	0.00
11011TX	TXDOT - SH 87 GALVESTON CO.	53,927.73	54,200.73	0.00	0.00
11312TX	WEBBER - ANGELINA US 59	301,584.02	5,370.50	0.00	0.00
11411TX	ANGEL - FM 2004 GALVESTON	133,650.56	133,650.56	0.00	0.00
11511TX	WILLIAMS BROS - HARRIS SH 99	173,844.89	10,173.65	0.00	0.00
11611TX	TRIPLE B - FM 362 WALLER	82,426.13	82,426.13	0.00	0.00
11911TX	ROZCO - MEMORIAL TO VOSS	284,448.86	201,570.47	0.00	0.00
12011OTHCI	ANGEL - LOUISIANA AVE GALV CO.	84,019.00	39,721.39	0.00	0.00
12509	LONE STAR-TOLLWAY WIDENINGhctr	171,316.75	10,233.20	0.00	0.00
12511OTHCI	HUBCO - GC KEMAH REHAB	72,505.40	24,700.00	0.00	0.00
12611TX	NBG - HARRIS FM 2100	72,175.35	13,058.46	0.00	0.00
13111TX	VIKING - FAYETTE SH 71	138,199.22	138,199.22	0.00	0.00
13211HC	MENADE - SKINNER RD	60,174.00	60,174.42	0.00	0.00
13411OTHCI	TRIPLE B - PINEY POINT CLAYMOR	70,147.94	27,135.75	0.00	0.00
13711TX	FN PLOCH - CORYELL SH 36	2,231,054.00	2,020,154.49	0.00	0.00
14411OTHCI	ANGEL -EAGLE DRIVE IMPROVEMENT	169,746.69	42,869.76	0.00	0.00
14511OTHCO	WT BYLER - BRAZORIA COUNTY	87,259.01	82,351.21	0.00	0.00
14611TX	FN PLOCH - WHARTON LOOP 523	452,801.42	452,801.42	0.00	0.00
14711TX	SPRING EQUIPMENT- HARRIS IH 45	37,702.00	37,702.00	0.00	0.00
15109	TXDOT - CTRL 0912-72-210 - IN	504,974.05	4,862.68	0.00	0.00
15307	TEXAS STERLING - IH 45TX	314,973.56	12,303.02	0.00	0.00
15411TX	BIG CREEK - FREESTONE IH 45	161,499.42	141,899.58	0.00	0.00
15611OTHCI	AAA ASPHALT - BUNKER HILL	49,176.90	7,800.00	0.00	0.00
15711TX	ANGEL - COLORADO IH 10	164,384.60	162,012.20	0.00	0.00
16211TX	INTERSTATE IMP - IH 10	247,770.82	247,770.82	0.00	0.00
16411TX	DURWOOD - FT BEND FM 361	50,821.14	50,821.14	0.00	0.00
16508	PFEIFFER - METRO ON CALL	259,558.00	26,898.29	0.00	0.00
16609	TEXAS STERLING - FM 1488	128,714.05	15,102.66	0.00	0.00
17611COH	METRO CITY-COH 2012 SAFESDWLK	38,369.30	31,270.34	0.00	0.00
17809	ANGEL - SH 87 - 100 MILtxdot	264,784.42	8,060.95	0.00	0.00
17811HC	CUTLER-HC 11/0362 HARVEY CAMP	104,973.00	23,177.58	0.00	0.00
17911HC	CUTLER HC 11/0363 LYONS CAMP	90,086.70	61,534.58	0.00	0.00
18011TX	SMITH & CO- FM 2090 MONTGOMERY	257,806.00	237,158.29	0.00	0.00
18109	DURWOOD - FM 362 - 100 MILtx	33,683.81	4,071.79	0.00	0.00
18211TX	TXDOT - FAYETTE US 90	267,672.62	267,672.62	0.00	0.00
18811TX	ANGEL - WHARTON US 59	122,999.36	113,727.27	0.00	0.00
18911TX	WORK ZONE - HARRIS IH 45	109,227.00	11,802.63	0.00	0.00
19109	PACE - KIRBY DRIVE	96,951.99	11,778.38	0.00	0.00
19111TX	TXDOT - ANGELINA US 59	213,832.80	85,283.74	0.00	0.00
20310	ANGEL - FRANZ TO MORTON RNCHHc	59,495.84	27,789.96	0.00	0.00
20510	ROZCO - US 290 - HARRIStxdot	251,041.30	7,537.84	0.00	0.00
20610	WEBBER - COH AVIATION RUNWAY	189,369.30	75,681.81	0.00	0.00
20611TX	HUNTER - CALDWELL FM 672	154,701.00	53,953.55	0.00	0.00
20710	LONE STAR-FM 1764-GALVESTONtx	162,534.76	114,929.59	0.00	0.00
20810	SCR - FM 1960 Harris	311,318.52	74,266.72	0.00	0.00

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
21411OTHCI	TRIPLE B - CITY OF VICTORIA	59,628.00	3,952.00	0.00	0.00
21710	ANGEL - VA RDS - PCT 4hc	201,589.53	68,332.25	0.00	0.00
21808	ANGEL - WOODFOREST BLVDhc	60,385.42	90.20	0.00	0.00
21809	WILLIAMS BROS - FM 2004 100MIL	129,745.00	125,962.90	0.00	0.00
22409	ANGEL - EL DORADOhc	41,304.42	11,294.55	0.00	0.00
22410	ANGEL - CEDAR DRIVEpv	48,072.22	27,076.82	0.00	0.00
22411TX	TXDOT - HARRIS IH 10	409,472.00	390,982.52	0.00	0.00
22510	H/C - MILLER CAMP 10 - 04/0175	125,847.16	61,289.70	0.00	0.00
23110TX	TRIPLE B - SH 35 - BRAZORIA	243,122.27	85,728.40	0.00	0.00
23610TX	BALFOUR - IH 10 - HARRIS	314,105.99	140,476.94	0.00	0.00
23710TX	ANGEL - IH 10 FAYETTE - 90 M	159,283.97	34,659.84	0.00	0.00
23908	WEBBER - FM 1314mc	321,370.25	17,661.20	0.00	0.00
24310TX	SOUTH COAST - SH 288 BRAZORIA	55,012.00	41,448.00	0.00	0.00
24408	WEBBER - FM 646gc	168,279.54	9,911.49	0.00	0.00
24409	BEYER - MCHARD RD IMPROV	47,497.78	25,207.78	0.00	0.00
24410HC	TJ & T - PERRY RD H/C 09/0334	40,764.99	27,855.90	0.00	0.00
24509	HASSELL - FM 529	141,027.83	131,441.10	0.00	0.00
24809	DURWOOD - CYPRESS N HOUSTON	54,747.17	9,283.81	0.00	0.00
24810TX	HASSELL - FM 359 FORT BEND	255,154.72	187,509.96	0.00	0.00
25209	WEBBER - IH 10txdot	505,023.75	254,081.60	0.00	0.00
25210TX	HASSELL - FM 1464 FORT BEND	279,373.10	239,702.02	0.00	0.00
25310TX	LONE STAR - SH 146	26,476.95	18,234.23	0.00	0.00
25510GOV	KIMRICK - WALLISVILLE	39,481.00	39,481.00	0.00	0.00
25610TX	WILLIAMS BROS - US 59tx	206,510.02	153,875.96	0.00	0.00
25810TX	TRIPLE B - FM 646 Galveston Co	121,833.00	64,696.73	0.00	0.00
25909	KNIFE RIVER - SH 30 - GRIMES	68,345.32	3,380.48	0.00	0.00
25910TX	TX DOT - HARRIS VA	853,581.79	830,738.22	0.00	0.00
26009	CROSS ROADS - PARK ROW BLVDhc	17,119.78	5,449.58	0.00	0.00
26310MET	JIMERSON METRO SE CORRIDOR 2A	31,671.40	7,868.10	0.00	0.00
26409	SMITH & CO - FM 2978tx	116,167.75	101,863.68	0.00	0.00
26509	ALLGOOD - FM 1098 - WALLER	67,153.82	45,472.88	0.00	0.00
26609	WEBBER - FM 1488-1B-100 MILmc	250,946.47	197,749.44	0.00	0.00
26610TX	WILLIAMS BROS - I-10 ORANGE CO	325,918.56	160,048.29	0.00	0.00
26709	ROZCO - VA RDS TXDOT	101,468.40	4,999.12	0.00	0.00
26809	JIMERSON - METRO N CORRIDOR 2A	92,513.33	29,833.02	0.00	0.00
26909	ANGEL - RAILROAD AVENUEhc	34,453.69	4,296.63	0.00	0.00
27509	WILLIAMS BROS - SH 146tx	234,023.17	129,714.15	0.00	0.00
27510COP	HASSELL - CITY OF PASAD BURKE	116,506.64	58,443.74	0.00	0.00
27610TX	DURWOOD - FT BEND CS	145,794.13	123,954.88	0.00	0.00
27810TX	ANGEL - Txdot Harris CS	30,563.99	35.35	0.00	0.00
27910HC	H/C - WADE CAMP 5TH RENE	148,540.47	125,236.96	0.00	0.00
28010HC	H/C - Precint 4	200,000.00	199,999.83	0.00	0.00
28209	ANGEL - FM 3005 - GALVESTtx	303,152.57	2,667.00	0.00	0.00
28210PV	PATCH RUBBER - TARRANT I 20	308,932.15	65,246.15	0.00	0.00
28409	TEXAS STERLING - BLTWY 8	113,828.82	96,180.52	0.00	0.00
28610TX	ANGEL - SH 35 HARRIS	86,294.97	60,332.17	0.00	0.00
28807	ANGEL - IH 10	408,097.42	57,824.16	0.00	0.00
29210TX	LONE STAR - IH 10 HARRIS	184,260.65	175,388.09	0.00	0.00
29809	WAGNER - FM 482 - COMAL - 100M	611,176.21	49,198.50	0.00	0.00
30110TX	SPAWGLASS - CHAMBERS IH 10	86,770.31	86,770.31	0.00	0.00
30210HC	H/C - GENOA RED BLUF	150,000.00	150,000.00	0.00	0.00
30310TX	TEXAS STERLING - FT BEND US 59	99,063.22	99,063.22	0.00	0.00
30410TX	DURWOOD - US 90 HARRIS	90,733.96	57,963.89	0.00	0.00
30510COH	CONRAD - COH 11TH	83,366.45	66,081.07	0.00	0.00
31010TX	JD Abrahms - FM 2234 Brazoria	249,569.80	240,869.80	0.00	0.00

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
31710TX	ANGEL - JACKSON US 59	189,640.65	188,840.65	0.00	0.00
32010HC	DURWOOD - ASPHALT OVERLAY	170,417.58	170,117.58	0.00	0.00
32110TX	DURWOOD - BRAZORIA BS 288B	100,176.27	100,176.27	0.00	0.00
32510PV	TEXAS STERLING - KIRBY PAVING	110,326.42	110,326.42	0.00	0.00
32810TX	TXDOT - US 90 LIBERTY	447,078.77	447,078.77	0.00	0.00
32910TX	TXDOT - GONZALES - US 183	411,821.85	411,901.89	0.00	0.00
33010TX	TXDOT - IH 610 HARRIS	438,747.47	438,747.47	0.00	0.00
33210HC	ANGEL - KUYKENDAHL SEG B	155,389.14	154,229.14	0.00	0.00
33310HC	AAA - CYPRESS N.HOUSTON	65,009.79	65,009.79	0.00	0.00
33510HC	ANGEL - KUYKENDAHL SEG A	240,445.38	239,045.38	0.00	0.00
33710TX	ANGEL - FM 713 CALDWELL	49,136.76	49,136.76	0.00	0.00
33810TX	WILLIAMS BROS - SH 332 BRAZORI	388,203.00	388,344.99	0.00	0.00
33910TXES	TEXAS STERLING - IH 610 HARRIS	300,106.68	299,212.52	0.00	0.00
34110TX	DURWOOD - SH 275 GALVESTON	45,023.52	45,023.52	0.00	0.00
34410PV	MAR-CON HC 10/0139 SOUTHMORE	134,974.15	134,974.15	0.00	0.00
34510TX	ANGEL - SH 87 GALVESTON CO	103,827.03	107,703.00	0.00	0.00
34910TX	HASSELL - FM 2218 FT BEND	279,296.00	199,065.00	0.00	0.00
35510TX	WEBBER - IH 10 BEAUMONT	325,885.96	325,885.96	0.00	0.00
35710TX	MAIN LANE - FM 1960 HARRIS	80,999.12	75,098.64	0.00	0.00
35810TX	FN PLOCH - FREESTONE BU 84R	865,541.44	865,541.44	0.00	0.00
36010HC	ANGEL - MUESCHKE HC 10/0182	34,281.23	34,281.23	0.00	0.00
36310HC	H/C - 09/0097 LYONS	144,024.86	144,024.86	0.00	0.00
37010TXES	DURWOOD - IH 10 AUSTIN CO	438,104.00	420,166.56	0.00	0.00
37110TX	HUNTER - FM 1383 FAYETTE CO	58,700.35	58,832.95	0.00	0.00
37410TX	ANGEL - FM 1314 MONTGOMERY	66,902.98	60,659.14	0.00	0.00
38110TX	TXDOT - HARRIS VA INSIDE	2,240,000.00	2,218,041.86	0.00	0.00
38210TX	TXDOT HARRIS VA OUTSIDE	2,337,948.00	2,321,948.88	0.00	0.00
38310TX	ANGEL - US 59 FT. BEND	104,931.62	104,931.62	0.00	0.00
38510OTHCI	TEXAS STERLING - UNIVERSITY BL	80,669.88	31,312.90	0.00	0.00
38510TX	WEBBER - IH 45 MONTGOMERY	271,468.53	98,014.31	0.00	0.00
38710TX	TEXAS STERLING - I 45 DRAINAGE	44,013.85	42,273.42	0.00	0.00
39010TX	NBG-HARRIS IH 10	107,818.02	106,402.02	0.00	0.00
39110COH	ANGEL - ARRA LOCAL REHAB PROJ	182,875.64	182,858.95	0.00	0.00
39410PV	TEXAS STERLING - WESTPARK	153,865.15	65,228.84	0.00	0.00
39610TX	SILVA - FM 521 BRAZORIA	50,077.15	49,445.75	0.00	0.00
39710HC	HARRIS COUNTY - PCT 4	200,000.00	199,999.75	0.00	0.00
39810HC	MENADE - CYPRESS ROSEHILL	39,220.81	2,298.32	0.00	0.00
39910OTHCO	ALLGOOD - FT Bend Greenbusch	64,455.64	64,455.64	0.00	0.00
40010PV	WILLIAMS DEVELOPMENT - WALMART	53,975.32	53,975.32	0.00	0.00
41110TX	ANGEL - FM 86 CALDWELL CO	60,022.64	60,022.64	0.00	0.00
41210TX	DURWOOD-BRAZORIA SH 288	245,935.71	245,935.71	0.00	0.00
42010OTHCI	MAR-CON - HWY 6 MISSOURI CITY	180,278.55	179,973.40	0.00	0.00
42110HC	CUTLER - REFUR VA RDS SPRING	233,193.02	233,193.02	0.00	0.00
42210TX	MAIN LANE-HARRIS FM 2100	307,981.39	307,981.39	0.00	0.00
43210OTHCI	WEBBER - LEAGUE LINE RD.PH 2	100,353.81	91,113.81	0.00	0.00
43510COH	ANGEL - ALDINE WESTFIELD ARRA	271,163.84	6,039.04	0.00	0.00
43810TX	APAC - JEFFERSON US 69	159,268.83	156,868.83	0.00	0.00
45010TX	FORDE - FM 522 BRAZORIA	88,444.12	88,444.12	0.00	0.00
45110TX	ANGEL - FM 1092 FT BEND	143,799.87	142,617.38	0.00	0.00
45210TX	ANGEL - FM 359 FT BEND	65,940.27	66,140.27	0.00	0.00
45310HC	AAA ASPHALT - JACINTO PORT	99,106.62	99,106.62	0.00	0.00
45410TX	ANGEL - SH 159 AUSTIN	99,812.77	94,745.58	0.00	0.00
45510TX	SMITH & CO - CHAMBERS IH 10	78,794.75	78,794.75	0.00	0.00
46510TX	ANGEL - MONTGOMERY FM 1488	120,302.31	120,302.31	0.00	0.00
46610TX	FORDE - WALLER FM 1736	46,729.06	46,729.06	0.00	0.00

Contract Billing Report
Batterson, L.L.P.
10/10/2012

Job	Description	Contract Amount	Billings To Date	Billing Hours	Billing Total
46810PV	HRT-NORTH CORRIDOR	286,122.12	40,052.21	0.00	0.00
46910PV	HRT - SE & DT CORRIDOR	633,560.57	51,324.28	0.00	0.00
47010PV	HRT - EAST END CORRIDOR	540,837.11	151,761.81	0.00	0.00
47310TX	SMITH & CO - FM 149	342,310.97	342,310.97	0.00	0.00
80300029	WILLIAMS BROS - US 90txdot	214,126.81	150,159.28	0.00	0.00
80300030	WILLIAMS BROS - US 90	197,871.92	175,576.04	0.00	0.00
80300031	WILLIAMS BROS - IH 10	160,141.81	117,261.72	0.00	0.00
R16609	TEXAS STERLING - FM 1488	29,000.00	-1,600.00	0.00	0.00
R19609	MAIN LAtx - VA RDS - 100 MIL	29,800.00	8,180.00	0.00	0.00
R20609	BELLOWS - COH BALLET CENTER	82,585.00	10,860.00	0.00	0.00
R28807	ANGEL - 0508-01-298IH10tx	150,590.00	34,720.00	0.00	0.00
R6987012	TEXAS STERLING - US 90Atxdot	217,850.24	-12,996.00	0.00	0.00
S20108	TEXAS STERLING - FM 1484	41,216.00	-2,016.00	0.00	0.00

CONTRACTOR QUALIFICATIONS

Certification of Experience Record/Equipment Schedule

Submitted by Batterson LLP — an individual / a partnership / a corporation

with principal office at 955 Judiway Houston Texas 77018

To be filled in by Corporation:
Date incorporated _____
Under the laws of _____ State.

To be filled in by Partnership
Date formed 19 80
State whether partnership is general, limited or associated

Executive Officer _____

List Members:
Mike Batterson
Stace Batterson

State of Texas

County of Harris

Stace Batterson, being duly sworn, deposes and says that he is

Partner (title) of Batterson LLP (Name of Organization)

and that the answers to the foregoing questions on the attached forms and all statements therein are correct: that the experience record and the schedule of equipment are made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above mentioned experience record and schedule of equipment are true and correct.

Sworn to before me this 9th day of February A.D. 2014

Andrea Jennings
Notary Public

My Commission expires:

(SEAL)

ANDREA JENNINGS
Notary Public, State of Texas
My Commission Expires
July 26, 2017

CONTRACTOR QUESTIONNAIRE

Please respond to the following questions regarding your firm's financial status:

1. Has your firm been denied credit within the last sixty (60) days? Yes _ No X____

2. Indicate if your firm has been involved or a party to any of the following actions (within the last seven to ten years):
   a. Judgments: Yes _____ No X____

      If yes, attach proof and provide an explanation of current status below:

      _____
      _____
      _____

   b. Satisfied judgments: Yes _____ No X____

      If yes, attach proof and provide an explanation of current status below:

      _____
      _____
      _____

   c. Tax Liens: Yes _____ No X____

      If yes, attach proof and provide an explanation of current status:
      If no, provide completed affidavit as attachment to this application.

      _____
      _____
      _____

   d. Bankruptcy Proceedings:
      Dismissals Yes _____ No X____

      Discharges Yes _____ No X____
      If yes, provide a copy of all current documentation to support the current status and a copy of the current plan.

3. Does your firm have certificates of insurance with the following minimum coverage amounts:

   a. $100,000 for property damage coverage? Yes_X____ No_____

   b. $300,000 for liability coverage (bodily injury)? Yes____X____ No_____

B21-1125

4. Does your firm have a current worker's compensation insurance policy within the statutory limits as required by law? Yes X No_____

5. In the last five (5) years, has your firm ever failed to complete a contract? Yes__ No X

If yes, why?_____

6. At any time in the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of contract of a government construction project, or the bidding or performance of a government contract? Yes_____ No X

7. In the last five (5) years has your firm, or any firm which your company's owners, officers, or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes_____ No X

8. Has your firm, or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state or local law related to construction? Yes_____ No X

9. List any real estate in Harris County owned either personally by any of your firm's owners, officers, or partners, or through partnership, joint venture, or other legal entity associated with your firm:

Title Holder	Address
Mike Batterson	2215 E 15th Houston
Mike Batterson	944 W 34th Houston
Mike Batterson	1509 Corlandt Houston

10. Is your firm or any of its officer's delinquent in payment of property taxes to Harris County?
Yes_____ No X

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION IN THIS STATEMENT AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS STATEMENT IS TRUE AND COMPLETE TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF.

	Partner	4/9/2014
Signature	Title	Date
Signature	Title	Date

5-1-2014-8

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of February, 2014

Randall Musselman, Secretary

THE GUARANTEE

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431

Texas Consumer Notice

1 IMPORTANT NOTICE To obtain information or make a complaint:	**AVISO IMPORTANTE** Para obtener informacion o para someter una q ueja:
2 You may contact your **agent** at:	Puede comunicarse con su **agent** al
3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567	Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567
4 You may also write to The Guarantee Company of North America USA at: One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431	Usted tambien puede escribir a to The Guarantee Company of North America USA: One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.gcna.com E-mail: Info@gcna.com Fax: 248-750-0431
5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439	Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 - 800-252-3439
6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us	Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-91 04 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx. us
7 PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	DISPUTAS SOBRE PRIMAS 0 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I).
8 ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adj unto.

BID BOND

THE AMERICAN INSTITUTE OF ARCHITECTS

11178

11178

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Batterson, L.L.P.
955 Judiway, Houston, TX 77018

as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA
12600 Northborough, Suite 190, Houston, TX 77067

a corporation duly organized under the laws of the State of Michigan
as Surety, hereinafter called the Surety, are held and firmly bound unto Harris County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Thermoplastic Striping Various Roads, Precinct 4, Job No. 14/0013

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of February, 2014

Batterson, L.L.P.
(Principal) (Seal)
(Witness)
By: STACE BATTERSON, PARTNER
(Title)

The Guarantee Company of North America USA
(Surety) (Seal)
Rebecca Garza (Witness)
By: Attorney-in-Fact Michele Bonnin
(Title)

THE GUARANTEE COMPANY OF NORTH AMERICA USA

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Ordinance No. 10-082

ORDINANCE NO. 10-082

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY ATTORNEY OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND APPROVE AS TO FORM, RESPECTIVELY, AN *INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS,* FOR THE PURPOSE OF ALLOWING THE CITY OF BELLAIRE, TEXAS, TO UTILIZE HARRIS COUNTY'S CURRENT CONTRACTS FOR THE PURCHASE OF CERTAIN MATERIALS, GOODS, AND SERVICES IN ORDER TO INCREASE THE EFFICIENCY AND EFFECTIVENESS OF GOVERNMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor and the City Attorney of the City of Bellaire, Texas, are each hereby authorized to execute and approve as to form, respectively, an *Interlocal Agreement Between Harris County and the City of Bellaire, Texas,* in a form as attached hereto and marked Exhibit "A," between the City of Bellaire, Texas, and Harris County, Texas, for the purpose of allowing the City of Bellaire, Texas, to utilize Harris County's current contracts for the purchase of certain materials, goods, and services in order to increase the efficiency and effectiveness of government.

PASSED and **APPROVED** this 6th day of December, 2010.

Cynthia Siegel

Cynthia Siegel, Mayor
City of Bellaire, Texas

ATTEST:

Tracy L. Dutton

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

CITY OF BELLAIRE TEXAS

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney
City of Bellaire, Texas

Interlocal Agreement

Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent

November 12, 2010

The City of Bellaire
ATTN: Tracy Dutton
7008 S. Rice Ave.
Bellaire, Texas 77401

RE: Agreement between Harris County and The City of Bellaire

Dear Tracy Dutton:

Enclosed for signature are three (3) original Agreements for utilization of a Harris County contracts. Please sign all three (3) originals and return to Damon Harris, Office of the Purchasing Agent, **no later than November 29, 2010**. An original will be mailed to you after all signatures have been obtained.

Should you have any questions you may contact me by phone at (713) 755-5384 or by email at damon.harris@pur.hctx.net

Sincerely,

Damon Harris, CPPO, CPPB
Contracts Administrator

DCH

Enclosures

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-755-5036 Fax 713-755-6695

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the City of Bellaire, Texas (the "City"), a home-rule municipality under the laws of the State of Texas, acting by and through its City Council and pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001 – 791.030. The County and the City are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

The City desires Harris County's assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts ("Vendors").

Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply the City with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate the City to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for the City nor to include the City in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of the City. The County owes the City no obligation whatsoever for the use of Harris County's contracts. The City owes no compensation to the County for the use of its current executed contracts. The City shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

II.

Each Vendor, in its own discretion, must agree to allow the City to purchase materials, goods, or services under the contract between the Vendor and the County. The Vendor shall be informed by the City, in writing and included in a contract with the Vendor, the following:

The materials, goods, or services subject to this contract are being procured using a Harris County executed contract with Vendor, subject to the following.

Vendor has the right to refuse the City's request to use Harris County's contract;

If Vendor agrees to contract with the City using the Harris County contract, then all materials, goods, or services purchased under the Agreement between the City and Vendor shall be in accordance with the current Harris County contract;

The City shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill the City directly for any and all materials, goods, or services purchased by the City;

Vendor shall look only to the City for any and all compensation owed for purchases made by the City under the Harris County contract; and

Vendor shall settle any and all disputes with the City concerning any purchases made by the City. Harris County shall not be a party to any dispute between Vendor and the City, nor be responsible in any way for the acts or omissions of the City.

III.

All the materials, goods, or services procured using the County contracts shall be procured by the City in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, TEX. LOC. GOV'T CODE ANN. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the City shall be handled between the City and Vendor. Vendors shall bill the City directly for all materials, goods, or services ordered by it. The City understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND

LIABILITY DUE TO THE ACTIVITIES OF THE CITY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE CITY OR BY ANY PERSON EMPLOYED BY THE CITY, OR THE CITY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL. THE CITY SHALL ALSO HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CITY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by

such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of both Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by the City, which shall include but not be limited to noncompliance with Article II.

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the City to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by the City.

IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City:	The City of Bellaire 7008 S. Rice Avenue Bellaire, Texas 77401 Attn: Tracy Dutton
To Harris County:	Harris County Purchasing Agent 1001 Preston, Suite 670 Houston, Texas 77002 Attn: DeWight Dopslauf

Either Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of

the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement and the Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF BELLAIRE, TEXAS

By: Cindy Siegel
CINDY SIEGEL
MAYOR

HARRIS COUNTY

By: Ed Emmett
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
Alan P. Petrov
City Attorney
By: Alan P. Petrov

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY
By: Barbara Smith Armstrong
Barbara Smith Armstrong
Assistant County Attorney
C.A. File 10GEN1690

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JAN 11 2011, 2011 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BELLAIRE, TEXAS

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Eversole	☒	☐	☐

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order adopted reads as follows:

Recitals

1. The City of Bellaire, Texas (the "City") desires Harris County's assistance in purchasing certain materials, goods or services.

Presented to Commissioner's Court

JAN 11 2011

APPROVE_____

Recorded Vol_____Page_____

2. Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts.

3. Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

4. Both Parties wish to enter into such Interlocal Agreement.

Now, therefore, be it Ordered by the Commissioners Court of Harris County :

1. That the recitals are true and correct.

2. That County Judge Ed Emmett be, and is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of Bellaire, Texas, to provide assistance in the purchasing of certain materials, goods, or services. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Mayor and Council
7008 S. Rice Avenue
Bellaire, TX 77401

SCHEDULED
ACTION ITEM (ID # 1365)

Meeting: 11/03/14 07:00 PM
Department: Public Works
Category: Agreement
Department Head: Brant Gary
DOC ID: 1365

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, and Public Works Administrative Manager to acknowledge, an Interlocal Agreement with Harris County, Texas, for the administration and implementation by Harris County, Texas, of a regional watershed protection education program on storm water quality impacts in the amount of $8,933.15 for a term of one year commencing upon the execution of said agreement by Harris County, Texas.

Background/Summary:

In accordance with the terms of the City's National Pollutant Discharge Elimination System (NPDES), Phase II permit for discharging treated wastewater, the City is required to provide public information and education regarding the impact of placing contaminants into the storm water removal systems. To provide for that education in a most cost-effective manner to the citizens of Bellaire, the Public Works Department of the City of Bellaire had requested that Harris County supply the required information through the existing educational program of the Harris County Public Infrastructure Department, Watershed Protection Group. In response, the Harris County Commissioners Court has authorized an Interlocal Agreement between the City of Bellaire, Texas, and Harris County, Texas, to administer and implement a regional watershed protection education program on storm water quality impacts on behalf of the City of Bellaire, Texas. Bellaire's cost for these services, payable to Harris County, Texas, on or before the 60th day after execution of said agreement, is $8,933.15.

Previous Council Action Summary:

An Interlocal Agreement with Harris County for administration and implementation of a regional watershed protection education program was first approved by Council on May 19, 2008 (Ordinance No. 08-026).

An agreement was approved by Council on November 2, 2009 (Ordinance No. 09-066).

An agreement was approved by Council on March 21, 2011 (Ordinance No. 11-021).

Fiscal Impact:

This item will be funded by the General Fund - Streets & Drainage Operating Budget in the amount of $8,933.15.

Recommendation:

The Director of Public Works recommends approval.

ATTACHMENTS:

- Interlocal Contract with Harris County Regional Watershed Protecion Education Program (DOC)

- Cover Sheet - Exhibit A - Harris County - Watershed Protection Education Program (DOC)
- Interlocal Agreement with Harris County - Regional Watershed Protection Education Program (PDF)

Attachment: Interlocal Contract with Harris County Regional Watershed Protecion Education Program (1365 : Interlocal Agreement with Harris

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, AND THE PUBLIC WORKS ADMINISTRATIVE MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO ACKNOWLEDGE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN INTERLOCAL CONTRACT WITH HARRIS COUNTY, TEXAS, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE ADMINISTRATION AND IMPLEMENTATION BY HARRIS COUNTY, TEXAS, OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM ON STORM WATER QUALITY IMPACTS IN THE AMOUNT OF $8,933.15 FOR A TERM OF ONE YEAR COMMENCING UPON THE EXECUTION OF SAID CONTRACT BY HARRIS COUNTY, TEXAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, and the Public Works Administrative Manager is hereby authorized to acknowledge, for and on behalf of the City of Bellaire, Texas, an *Interlocal Contract* with Harris County, Texas, in a form as attached hereto and marked Exhibit "A," for the administration and implementation by Harris County, Texas, of a regional watershed protection education program on storm water quality impacts in the amount of $8,933.15 for a term of one year commencing upon the execution of said Contract by Harris County, Texas.

PASSED and **APPROVED** this 3rd day of November, 2014.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Philip L. Nauert
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

Attachment: Interlocal Contract with Harris County Regional Watershed Protecion Education Program (1365 : Interlocal Agreement with Harris

EXHIBIT A

Interlocal Contract

Regional Watershed Protection Education Program on Storm Water Quality Impacts

Contractor:	Harris County, Texas
Project:	Watershed Protection Education Program
Ordinance No.:	14-_____ dated November 3, 2014

HARRIS COUNTY

Public Infrastructure Department
Architecture & Engineering Division

10555 Northwest Frwy., Suite 120
Houston, Texas 77092
(713) 956-3000

RECEIVED
SEP 08 2014
CITY OF BELLAIRE
DEPT. OF PUBLIC WORKS

September 3, 2014

Linda Johnson, Administrative Manager
City of Bellaire
4337 Edith Street
Bellaire, Texas 77401

SUBJECT: Transmittal of Agreement between Harris County and the City of Bellaire for administration and implementation of a regional watershed protection education program

Dear Ms. Johnson:

Enclosed please find three court approved original Interlocal Agreements between Harris County Public Infrastructure Department and the City of Bellaire to provide the city with administration and implementation of a regional watershed protection education program.

The agreement and contract is in the amount of $8,933.15. The term will run for an entire year effective September 1, 2014 through August 31, 2015. This is the standard contract term for all regional partners.

Please sign all three agreements and return two originals to our office. In accordance with the agreement, please forward a check made payable to Harris County in the amount of $8,933.15.

If you have any questions, please contact Dimetra Hamilton at 713-685-7353.

Sincerely,

Joshua Stuckey
Manager, General Services

JS:drb

Attachments – 3 original agreements

Attachment: Interlocal Agreement with Harris County - Regional Watershed Protection Education Program (1365 : Interlocal Agreement with

j.e.s.e.

HARRIS COUNTY

Public Infrastructure Department
Architecture & Engineering Division

1001 Preston, 7th Floor
Houston, Texas 77002
(713) 755-5370

August 13, 2014

Honorable County Judge
& Commissioners

Attention: Commissioner Steve Radack

SUBJECT: Recommendation by the Director of Architecture & Engineering that the County Judge Execute an Interlocal Contract between Harris County and the City of Bellaire for the Administration and Implementation of a Regional Watershed Protection Education Program at a Cost to the City of Bellaire in the Amount of $8,933.15.

Dear Court Members:

It is recommended that the County Judge execute an Interlocal Contract between Harris County and the City of Bellaire for the administration and implementation of a Regional Watershed Protection Educational Program at a cost to the City of Bellaire in the amount of $8,933.15.

Under the terms of this Contract, payment shall be made to the County within sixty (60) days of execution of this Contract and within ninety (90) days of execution, the County shall provide electronic documentation related to major outfalls within the City's jurisdiction along with public education for the City through dissemination of information related to storm water quality of our local watersheds.

This Contract has been prepared and approved as to form by the County Attorney's Office.

Therefore, it is recommended that the County Judge execute this Contract on behalf of Harris County and it is also requested that the County Clerk return all executed originals to this office for further handling.

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

Sincerely,

John R. Blount, P.E.
Director, Architecture & Engineering

US- 0rs letter copy Asmt

JRB/DKH/vht
Attachment

cc: Commissioner Steve Radack
Lynn Blue
Arthur L. Storey, Jr.
Robert J. Bosworth,
Joshua Stuckey
Dimetra Hamilton
Debbie Bledsoe
Central File

Aud. copy
Comm Pct 3 - copy
Eng- copy letter 3 ors Asmt
Reid 3 ors Asmt
Lance - copy

Presented to Commissioner's Court

AUG 26 2014

APPROVE LC

Recorded Vol____ Page____

J:\Agenda.Bid Processing\!COURT\2014\8-26-14 Interlocal Contract - City of Bellaire.doc

CLERK OF COMMISSIONERS COURT

INTERLOCAL CONTRACT
(Storm Water Quality Public Education Funding)

1. PARTIES

1.1 Parties. The Parties to this Interlocal Contract are **Harris County** (County), on behalf of Harris County Public Infrastructure Department's Architecture & Engineering Division (HCPID), and **City of Bellaire** (City), a municipal corporation, organized and existing by virtue of the Laws of the State of Texas. This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

2.1 Description. The United States Environmental Protection Agency ("EPA") has promulgated regulations requiring operators of discharges from certain municipal separate storm sewer systems (MS4's) to obtain National Pollutant Discharge Elimination System ("NPDES") permits for storm water discharges to waters of the United States. Pursuant to Part III (A)(1) of General Permit No. TXR040000 of the Texas Pollutant Discharge Elimination System, subject MS4s are required to implement a public education and outreach program on storm water impacts, and the County and the City are responsible under the regulations and permits applicable to each for public education programs. Therefore, the City and the County desire that the County administer, in accordance with this Interlocal Agreement, a regional public education services program related to storm water quality and other related issues that impact the water quality of our local watersheds in regard to, but not limited to dissemination of information regarding (a) prevention of litter, (b) proper management of pesticides, herbicides, and fertilizers, (c) public reporting of illicit discharges, (d) proper management of used oil and household hazardous wastes, and (e) proper construction methods.

3. HCPID'S REPRESENTATIONS

3.1 This Section is intentionally left blank.

4. SCOPE OF WORK/SERVICES AND DELIVERABLES

4.1 Specific Project, Program, work, products, services, licenses and/or deliverables. HCPID shall provide the work, products, services, licenses and/or deliverables required to be provided by HCPID and as set out in this Agreement and in any **Attachment A and all other referenced attachments**, which is/are attached and incorporated in this Agreement (all together referred to as the Project/Program). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached proposal.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

5.1 This Section is intentionally left blank.

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Attachment: Interlocal Agreement with Harris County - Regional Watershed Protection Education Program (1365 : Interlocal Agreement with

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HARRIS COUNTY

By: _____ AUG 2 6 2014
Ed Emmett (date)
County Judge

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By:_____
Clyde Raymond Leuchtag
Assistant County Attorney

CITY OF BELLAIRE

By: _____
Phil Nauert (date)
Mayor

ACKNOWLEDGED BY:

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Linda Johnson (date)
Adminstrative Manager

Attachment: Interlocal Agreement with Harris County - Regional Watershed Protection Education Program (1365 : Interlocal Agreement with

Attachment A

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ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on AUG 26 2014, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT WITH HARRIS COUNTY AND CITY OF BELLAIRE FOR STORM WATER QUALITY PUBLIC EDUCATION FUNDING

Commissioner Lee introduced an order and moved that Commissioners Court adopt the order. Commissioner Cagle seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	[✓]	[ ]	[ ]
Comm. El Franco Lee	[✓]	[ ]	[ ]
Comm. Jack Morman	[✓]	[ ]	[ ]
Comm. Steve Radack	[✓]	[ ]	[ ]
Comm. R. Jack Cagle	[✓]	[ ]	[ ]

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Interlocal Contract with Harris County and **City of Bellaire** for **Storm Water Quality Public Education Funding**. The attached Agreement may be executed with an electronic or facsimile signature. The Harris County Public Infrastructure Department's Architecture & Engineering Division is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

AUG 26 2014

APPROVE LC

Recorded Vol____ Page____

14GEN1038 Engineer Leuchtag CRC

INTERLOCAL CONTRACT
(Storm Water Quality Public Education Funding)

1. PARTIES

1.1 Parties. The Parties to this Interlocal Contract are **Harris County** (County), on behalf of Harris County Public Infrastructure Department's Architecture & Engineering Division (HCPID), and **City of Bellaire** (City), a municipal corporation, organized and existing by virtue of the Laws of the State of Texas. This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

2.1 Description. The United States Environmental Protection Agency ("EPA") has promulgated regulations requiring operators of discharges from certain municipal separate storm sewer systems (MS4's) to obtain National Pollutant Discharge Elimination System ("NPDES") permits for storm water discharges to waters of the United States. Pursuant to Part III (A)(1) of General Permit No. TXR040000 of the Texas Pollutant Discharge Elimination System, subject MS4s are required to implement a public education and outreach program on storm water impacts, and the County and the City are responsible under the regulations and permits applicable to each for public education programs. Therefore, the City and the County desire that the County administer, in accordance with this Interlocal Agreement, a regional public education services program related to storm water quality and other related issues that impact the water quality of our local watersheds in regard to, but not limited to dissemination of information regarding (a) prevention of litter, (b) proper management of pesticides, herbicides, and fertilizers, (c) public reporting of illicit discharges, (d) proper management of used oil and household hazardous wastes, and (e) proper construction methods.

3. HCPID'S REPRESENTATIONS

3.1 This Section is intentionally left blank.

4. SCOPE OF WORK/SERVICES AND DELIVERABLES

4.1 Specific Project, Program, work, products, services, licenses and/or deliverables. HCPID shall provide the work, products, services, licenses and/or deliverables required to be provided by HCPID and as set out in this Agreement and in any **Attachment A and all other referenced attachments**, which is/are attached and incorporated in this Agreement (all together referred to as the Project/Program). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached proposal.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

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By:_____
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The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on AUG 26 2014, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT WITH HARRIS COUNTY AND CITY OF BELLAIRE FOR STORM WATER QUALITY PUBLIC EDUCATION FUNDING

Commissioner Lee introduced an order and moved that Commissioners Court adopt the order. Commissioner Cagle seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	[✓]	[ ]	[ ]
Comm. El Franco Lee	[✓]	[ ]	[ ]
Comm. Jack Morman	[✓]	[ ]	[ ]
Comm. Steve Radack	[✓]	[ ]	[ ]
Comm. R. Jack Cagle	[✓]	[ ]	[ ]

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Interlocal Contract with Harris County and **City of Bellaire** for **Storm Water Quality Public Education Funding**. The attached Agreement may be executed with an electronic or facsimile signature. The Harris County Public Infrastructure Department's Architecture & Engineering Division is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

AUG 26 2014

APPROVE LIC

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