



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

JULY 10, 2017

Council Chamber

Regular Session

7:00 PM

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

### REGULAR SESSION - 7:00 P.M.

#### A. Call to Order - Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:00 p.m. on Monday, July 10, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

#### B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** announced that a quorum of the members of the City Council was present as set forth in the table below:

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Absent
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

#### C. Inspirational Reading and/or Invocation - David R. Montague, Council Member.

**David R. Montague, Council Member**, provided the inspirational reading for the evening.

#### D. Pledges to the Flags - David R. Montague, Council Member.

**Council Member Montague** led the members of the City Council and audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

#### E. Personal/Audience Comments.

**Mayor Friedberg** provided an overview of the City Council's rules related to the Personal/Audience Comments section of the agenda.

#### Mitchell Pilot:

Dr. Pilot addressed City Council regarding Bellaire Town Center located across the street from his home in the 5100 block of Linden Street. He indicated that he recently learned that Shears Companies was planning to redevelop Bellaire Town Center to include a two-story 221-car parking garage with entry and exit through a new driveway and curb cut on Linden Street in front of residential homes.

Dr. Pilot emphasized that he was not contesting the redevelopment or the garage, only the new driveway and curb cut and how it was approved. According to Dr. Pilot, the project was approved behind closed doors without public review. He indicated that the Planning and Zoning Commission was not notified or involved; nor was a public hearing called or legal notice sent to residents located within 500 feet of the site as was normally required for a development with traffic impact on adjacent residential zoning districts.

Dr. Pilot stated that the project was handled as an amending plat under the as of right process and provided definitions for both processes. Although the City created and adopted a Corridor Mixed Use zoning district that allowed for a parking garage and greater building height for the development in 2009, the regulations did not state that commercial traffic could be taken onto a residential street, in Dr. Pilot's opinion.

Dr. Pilot stated further that the development was not minor, in his opinion, and implored City Council to close the legal loophole of a bypass of public notification of a major redevelopment.

In closing, Dr. Pilot referenced a petition that was submitted by the residents of the 5100 block of Linden Street to the former Director of Development Services, the City Manager, and Mayor, opposing the driveway and curb cut into Linden Street. Dr. Pilot asked that the petition become part of the written record of the City Council Regular Session.

**Lynn McBee:**

Ms. McBee addressed City Council and stated that she became aware of the petition process and the Shears Companies redevelopment inadvertently.

Ms. McBee referenced several definitions within the City's Comprehensive Plan and noted that over the last decade, Bellaire had adopted a new Comprehensive Plan and reissued zoning changes to numerous zoning districts. Numerous public hearings were held over such changes.

Ms. McBee viewed the City's current process as an ambitious drive to revitalize or redevelop the City Center and other commercial areas in the City to generate a new look and a new tax base.

Ms. McBee advised that in 2000, the Shears Companies appeared before the Planning and Zoning Commission regarding a replat for their development and received a decision from the Planning and Zoning Commission that would have protected Linden Street from curb cuts and driveways by imposing a condition for a non-access easement along Linden Street. That decision resulted in a withdrawal of the replat application by the Shears Companies. In 2017, the second amended replat was a new version on the same site under a newly rezoned district . . . .

{Ms. McBee's allotted speaker time ended at this point in the meeting}



**F. Reports and Presentations:**

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

**Paul A. Hofmann, City Manager**, presented the City Manager's Report dated July 10, 2017, to members of the City Council.

At the completion of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Monthly Financial Report for the Period Ending May 31, 2017 - Submitted by Terrence Beaman, Chief Financial Officer.

**Terrence Beaman, Chief Financial Officer**, presented the Monthly Financial Report for the City of Bellaire, Texas, for the period ended May 31, 2017, to members of the City Council.

At the end of Chief Financial Officer Beaman's presentation, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the Monthly Financial Report was concluded and continued to the next item of business on the agenda.

**G. New Business:****1. Consent Agenda:****a. Adoption of Minutes:**

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, May 15, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - May 15, 2017 5:30 PM

**b. Disaster Preparedness/Emergency Response and Debris Management/Collection Contracts:**

- i. 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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchasing Agreement with Tetra Tech, Inc., for the purchase of disaster debris monitoring services associated with disaster preparedness and emergency response and recovery for a term commencing on July 10, 2017, and ending on August 10, 2020, with an option to extend upon written approval of both parties - Submitted by Michael Leech, Director of Public Works.

- ii. 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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchasing Professional Services Agreement with Thompson Engineering, Inc., for the purchase of debris monitoring services associated with disaster preparedness and emergency response and recovery - Submitted by Michael Leech, Director of Public Works.
- iii. 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, for and on behalf of the City of Bellaire, Texas, an Agreement for Supplemental Disaster Debris Collection and Removal with TFR Enterprises, Inc., for the purchase of emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites associated with disaster preparedness and emergency response and recovery - Submitted by Michael Leech, Director of Public Works.
- iv. 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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchase Agreement with DRC Emergency Services, LLC, for the purchase of services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites associated with disaster preparedness and emergency response and recovery - Submitted by Michael Leech, Director of Public Works.

**Mayor Friedberg** read the captions of the five items listed on the Consent Agenda and asked if any member of City Council wished to remove any item for separate consideration. Noting none, Mayor Friedberg called for a motion to adopt the consent agenda.

**Motion:**

**To adopt the Consent Agenda dated July 10, 2017.**

**{Moved by Trisha S. Pollard, Council Member, and seconded by David R. Montague, Council Member}**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	David R. Montague, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
<b>ABSENT:</b>	Pappas

**2. Adoption of Ordinance:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 27, Streets, Sidewalks and Public Places, Article V, Public Parks, Section 27-96, Laurel Street Open Space Policy, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of adding additional decking and shade structures to the Bellaire Town Square Family Aquatic Center - Submitted by Cheryl Bright, Assistant Director of Parks, Recreation and Facilities.

**Cheryl Bright, Assistant Director of Parks, Recreation, and Facilities,** provided an overview of the agenda item to members of the City Council, noting that the Parks, Recreation, and Facilities Department had been working on a capital improvement project to increase the decking and shade structures within the area of the Bellaire Town Square Family Aquatic Center. She indicated that the purpose of the additions were to add additional decking and shade to enhance the experience of the pool patrons, not to increase the capacity of the pool itself. The plan included the addition of decking on the north side of the pool area (the Loftin Park side); the addition of shade structures behind the waterfall and on the north side of the pool area; the addition of a gate on the south side of the fence near the tennis court; the extension of fencing into Bellaire Zindler Park on the south side (near the diving well); and the addition of a storage area in the front of the building that would complement the facade of the building to allow for better ventilation for the chemical rooms, as well as an area to store trash bins and lap lane and pool covers).

To complete the project, Assistant Director Bright advised that it was necessary to request an amendment to the Laurel Street Open Space Policy to allow for the installation of permanent decking and a shade structure on the north side of the pool facility within the confines of the existing fence. Assistant Director Bright indicated that the ordinance allowing for the amendment had been reviewed and approved by the City Attorney and was presented to the Parks and Recreation Advisory Board ("PRAB") and approved by the PRAB in May.

Mayor Friedberg called for a motion to adopt the ordinance as presented amending Section 27-96 of the Code of Ordinances for the purpose of adding additional decking and shade structures to the Bellaire Town Square Family Aquatic Center.

**Motion:**

**To adopt the ordinance as presented amending Section 27-96 of the Code of Ordinances for the purpose of adding additional decking and shade structures to the Bellaire Town Square Family Aquatic Center.**

**{Moved by Pat B. McLaughlan, Council Member, and seconded by Michael Fife, Council Member}**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat B. McLaughlan, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
<b>ABSENT:</b>	Pappas

**3. Items for Individual Consideration:**

- a. Consideration of and possible action directing staff to proceed with preparation for and the acceptance of a Preliminary Official Statement and timetable for the sale of \$11,580,000 in General Obligation Bonds, Series 2017A - Submitted by Terrence Beaman, Chief Financial Officer.

**Terrence Beaman, Chief Financial Officer ("CFO"),** requested approval

from the City Council for staff to proceed with the sale of General Obligation Bonds, Series 2017A. CFO Beaman indicated that the sale, if approved, represented the second sale of bonds that were approved by the Bellaire residents in November of 2016, known as the "Bonds for Better Bellaire 2016" program.

Other than an acceleration of \$1 million for the new construction of sidewalks, CFO Beaman advised that the plan before City Council for approval was consistent with the plan presented when the bond referendum was approved by Bellaire residents. Reference was made to a timetable, as well as a Preliminary Official Statement, prepared for the bond sale.

CFO Beaman indicated that the City's financial advisors, Jim and James Gilley, were present and available to answer any questions.

**Mayor Friedberg** entertained a motion to direct staff to proceed with the preparation for and acceptance of a Preliminary Official Statement and timetable for the sale of \$11,580,000 in General Obligation Bonds, Series 2017A.

**Motion:**

**To direct staff to proceed with the preparation for and acceptance of a Preliminary Official Statement and timetable for the sale of \$11,580,000 in General Obligation Bonds, Series 2017A.**

**{Moved by David R. Montague, Council Member, and seconded by Trisha S. Pollard, Council Member}**

**Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	David R. Montague, Council Member
<b>SECONDER:</b>	Trisha S. Pollard, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
<b>ABSENT:</b>	Pappas

- b. Consideration of and possible action on the adoption of revised City Council Priorities for the City of Bellaire, Texas - Submitted by Paul A. Hofmann, City Manager, on behalf of the City Council.

**Mayor Friedberg** introduced the agenda item before City Council by referencing City Council's facilitated discussion of the priorities document at a pre-budget planning retreat held on May 4, 2017. The result of that discussion was the set of revisions included in the agenda packet which attempted to capture the consensus of City Council as expressed that day. The document remained open to any further revision(s) by City Council this evening.

Before getting into further revisions, Mayor Friedberg called for a motion to adopt the revised City Council Priorities as presented.

**Motion:**

**To adopt the revised City Council Priorities as presented.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Michael Fife, Council Member}**

**Mayor Friedberg** referred to the third bullet point under Section B. He noted that the phrase "approve and build municipal buildings" had been struck. City Manager Hofmann had suggested restoring that bullet point with language to include a new public works facility and library, which was a point well taken.

**Amendment No. 1:**

**To restore the third bullet point under Section B with the phrase "Continue to plan for new public works and library buildings."**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Michael Fife, Council Member}**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
<b>NAYS:</b>	None
<b>ABSENT:</b>	Pappas

Mayor Friedberg referred to another suggestion from City Manager Hofmann that the priority statement under the new Section C, Budget and Finance Focus Area, regarding the City's bond rating, be reflective of all that was involved in the bond rating by removing the phrase "by protecting City's asset value."

**Amendment No. 2:**

**To revise the priority statement related to the City's bond rating to read as follows: "Proactively protect city's AAA bond rating."**

Mayor Friedberg inquired as to whether there was any objection to the amendment (no. 2). Noting no objection, Mayor Friedberg advised that the amendment was **adopted by general consent**.

Mayor Friedberg continued to the final bullet point under Section A and offered an amendment that would strike as redundant the phrase "including sidewalks," such that it would read: "Develop a comprehensive community pathways plan, with public input."

**Amendment No. 3:**

**To strike the phrase "including sidewalks," in the last bullet point under Section A, such that it would read as follows: "Develop a**

**comprehensive community pathways plan, with public input."**

**{Moved by Andrew S. Friedberg, Mayor, and seconded by David R. Montague, Council Member}**

Mayor Friedberg opened the floor for discussion regarding the amendment. Following discussion, action was taken on the amendment.

<b>RESULT:</b>	<b>FAILED [1 TO 5]</b>
<b>MOVER:</b>	Andrew S. Friedberg, Mayor
<b>SECONDER:</b>	David R. Montague, Council Member
<b>AYES:</b>	Friedberg
<b>NAYS:</b>	Reed, Pollard, McLaughlan, Fife, Montague
<b>ABSENT:</b>	Pappas

Discussion ensued among members of City Council regarding the Commercial Redevelopment Focus Area. Following discussion, **Mayor Friedberg** called for action on the motion, as amended.

<b>RESULT:</b>	<b>ADOPTED, AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
<b>NAYS:</b>	None
<b>ABSENT:</b>	Pappas

#### **H. Community Interest Items from the Mayor and City Council.**

Community interest items from the Mayor and City Council included expressions of thanks and congratulations on the City's successful Fourth of July event; expressions of thanks to the Patrons for Bellaire Parks for their sponsorship of the Friday night concerts in the park; expressions of thanks to the Bellaire Parks, Recreation, and Facilities Department for the landscaping enhancements made in public areas throughout the City; expressions of congratulations to Lieutenant Davis Farquhar of the Bellaire Fire Department and Officer Chase Liccketto of the Bellaire Police Department on their recognition for commendable and heroic civic service by the Bellaire Optimist Club; and a reminder that the BBA would be celebrating an anniversary milestone at Reginelli's later in the week.

#### **I. Adjourn.**

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 8:53 p.m. on Monday, July 10, 2017.



# *City of Bellaire*

Monthly Financial Report  
for the period ended  
May 31, 2017

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

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# City of Bellaire Finance

## MEMORANDUM

To: Paul A. Hofmann, City Manager

From: Terrence Beaman, Chief Financial Officer

Date: July 10, 2017

Subject: Financial Analysis for Eight Months Ended May 31, 2017

This financial analysis compares the actual year-to-date revenues and expenditures of the General Fund and Enterprise Fund to their respective allocated budgets. It compares the actual year-to-date revenues and expenditures of the Debt Service Fund to its annual budget.

The allocated budget accounts for cyclical trends in revenues and expenditures versus allocating a straight 1/12 of the annual budget per month. The allocated budget is based on the actual revenue/expenditures incurred by month as a percentage of the total revenue/expenditures incurred by year for the most recent five years.

### GENERAL FUND

#### General Fund Revenues:

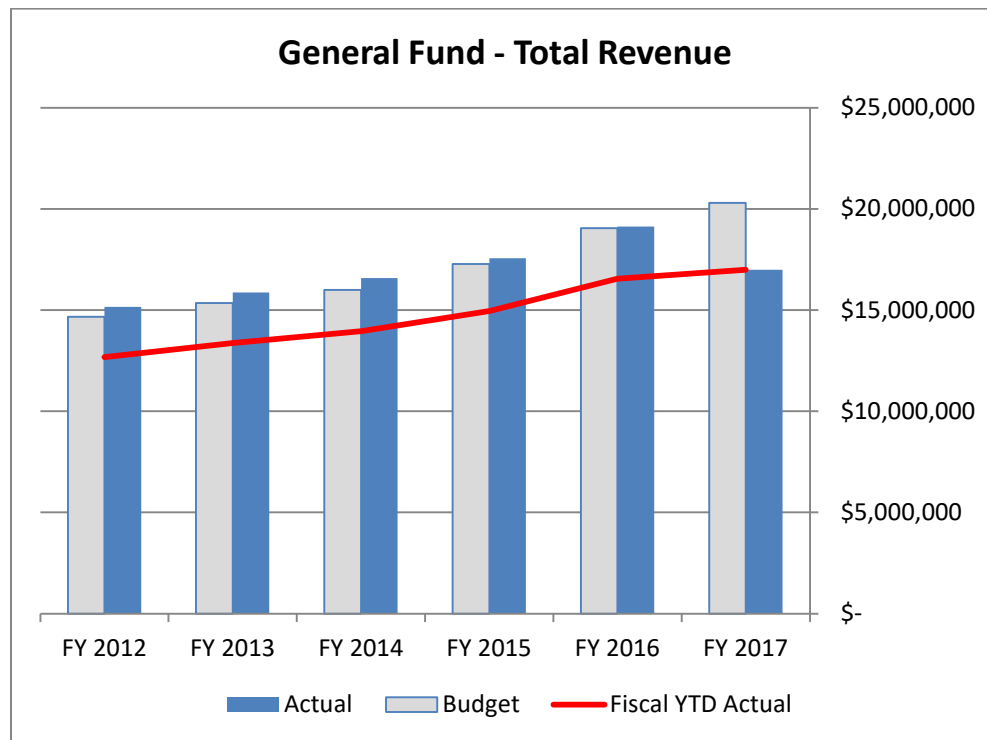
FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$20,306,446	\$17,536,147	\$16,990,086	(\$546,061)

For the eight months ended May 31, 2017, the General Fund collected 84% of its total budgeted revenues and is under its allocated budget by \$546,061, or 3%.

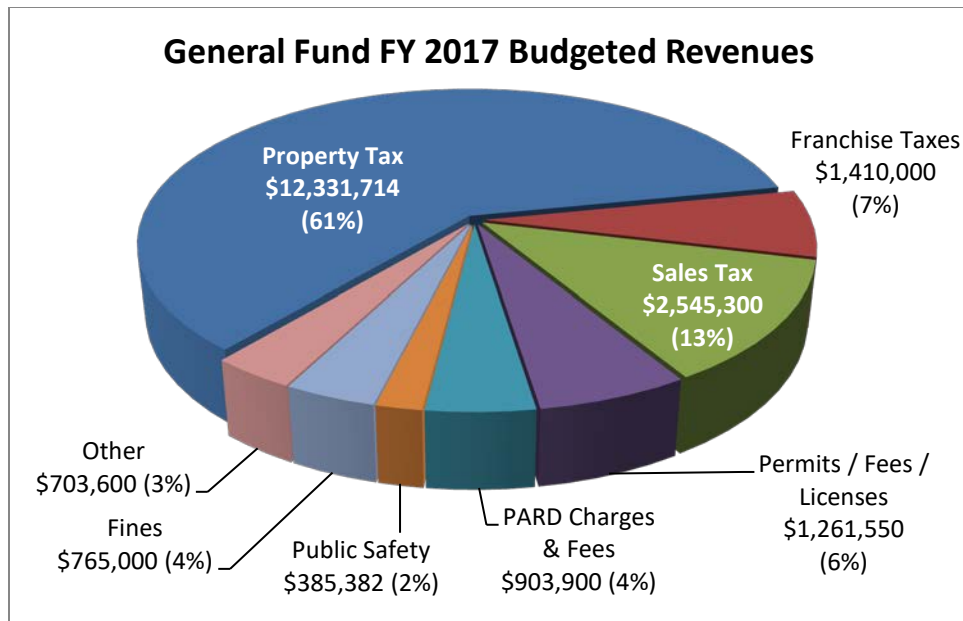
As reflected in the following table, the revenue categories causing the majority of the variance from allocated budget are property tax, sales tax, and permits/fees/licenses, which combined are under the allocated budget by \$543,533.

Revenue Category	FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
Property Tax	\$12,331,714	\$12,223,331	\$12,033,615	(\$189,715)
Franchise Tax	1,410,000	991,791	951,580	(40,211)
Sales Tax	2,545,300	1,667,019	1,506,117	(170,902)
Permits/Fees/Licenses	1,261,550	857,337	674,422	(182,915)
PARD Charges & Fees	903,900	519,285	590,515	71,231
Public Safety	385,382	268,557	250,862	(17,695)
Fines	765,000	534,821	511,798	(23,023)
Other	703,600	464,007	471,177	7,169
Total	\$20,306,446	\$17,536,147	\$16,990,086	(\$546,061)

A discussion of individual revenue categories follows the discussion of total revenues.

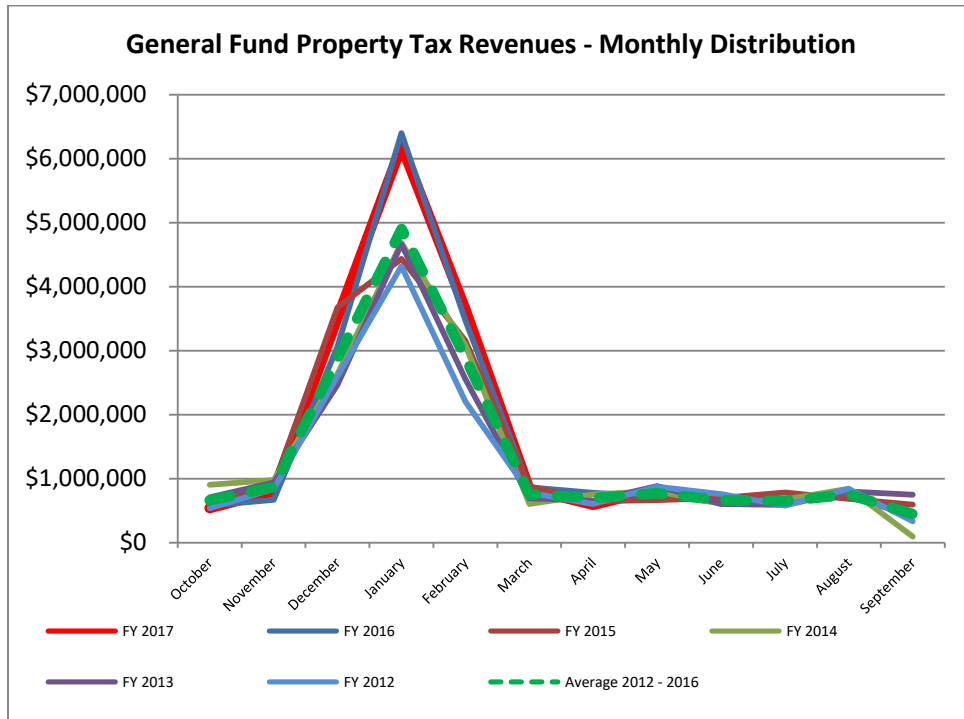


Property tax makes up the largest category of revenues in the General Fund at 61% of all FY 2017 budgeted revenues, followed by sales tax at 13% and franchise taxes at 7%.



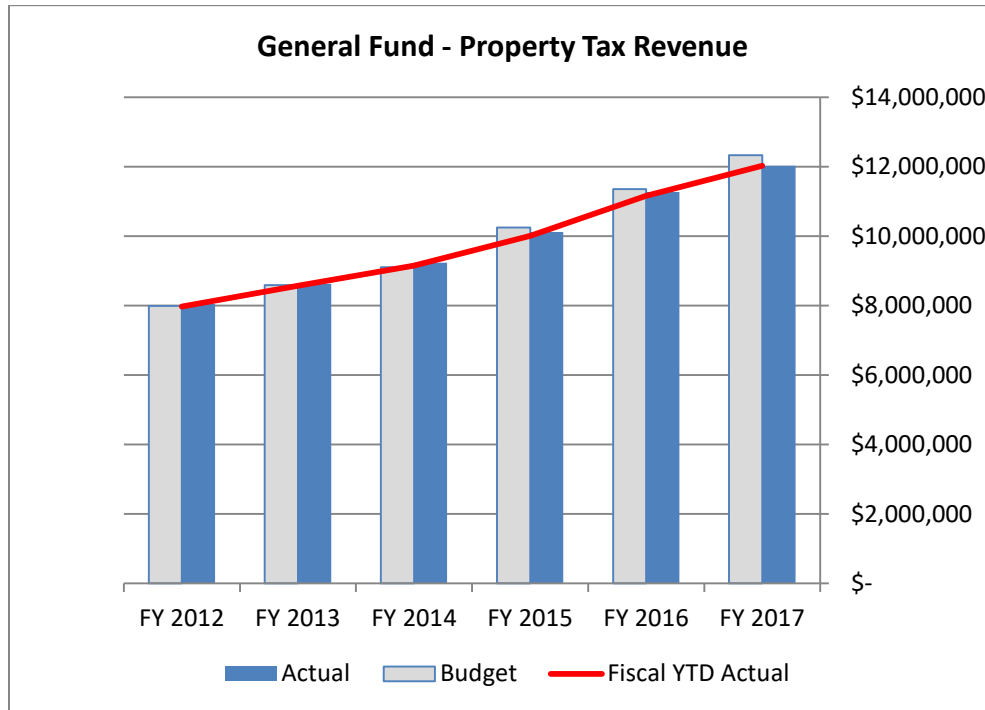
### Property Tax

The City collected 98%, or \$12,033,615, of its budgeted property tax revenue through the eight months ended May 31, 2017, which is under the allocated budget by \$189,715, or 2%. The timing of property tax collections is driven by the January 31 due date, after which penalties are incurred.



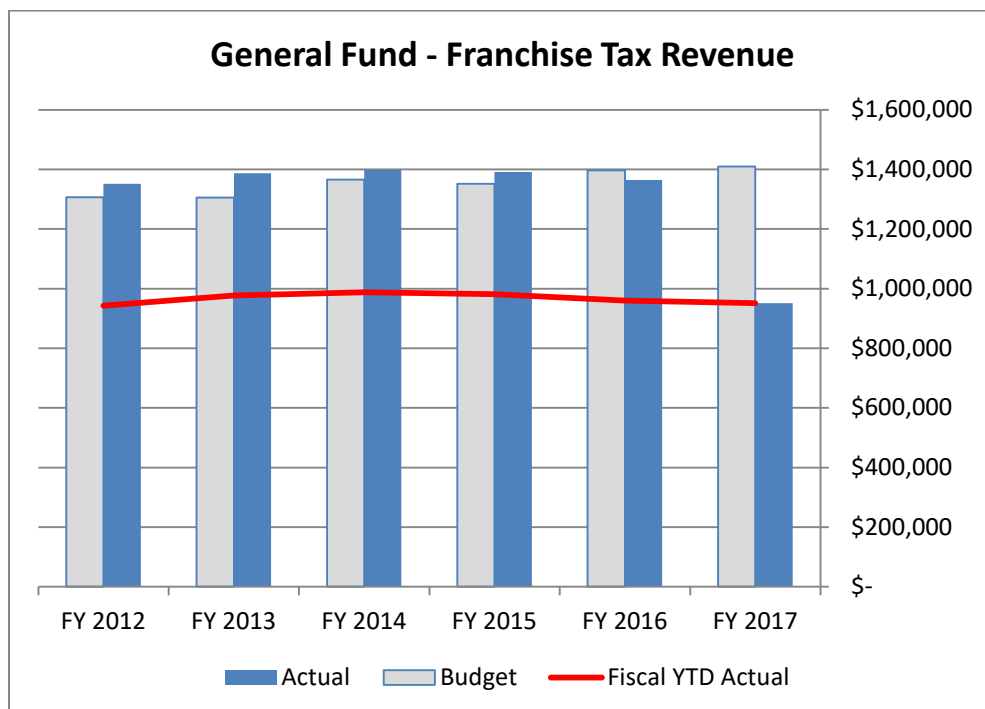
Overall, the General Fund ultimately expects to collect approximately \$12.3 million in property taxes in FY 2017, an increase of \$1.0 million over FY 2016's \$11.3 million. The expected increase

in property taxes is driven by a general tax rate increase of \$0.005 per \$100 of assessed value increase, or 2.0%, and a 6.2% increase in taxable values.



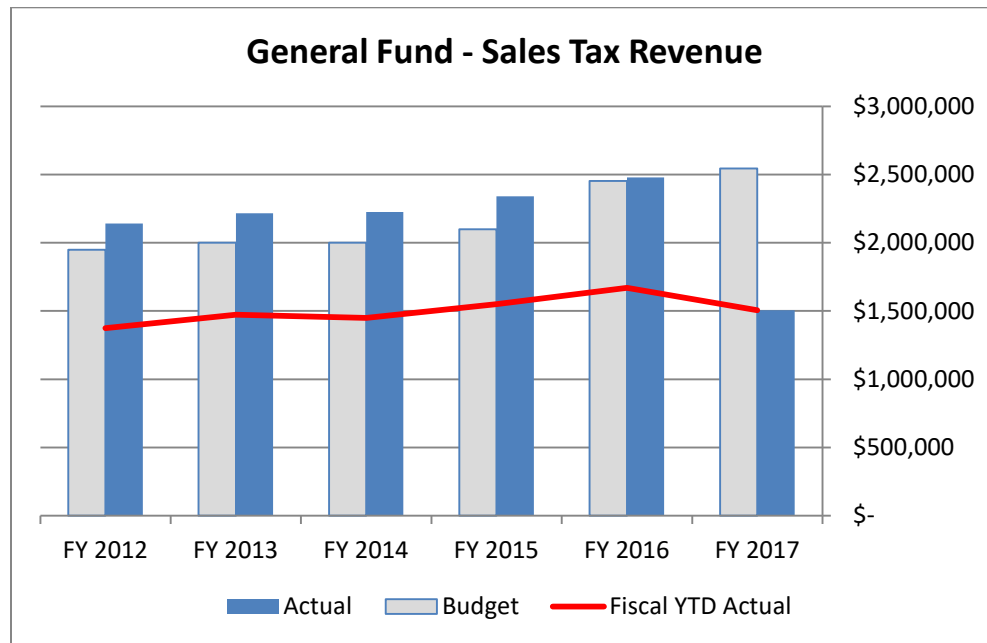
#### Franchise Taxes

Franchise taxes of \$951,580 for the eight months ended May 31, 2017, are under the allocated budget by \$40,211, or 4%. Electric franchise tax payments are generally received monthly. Gas, telephone, and cable franchise tax payments are generally received quarterly.



### Sales Tax

Sales tax revenue of \$1,506,117 for the eight months ended May 31, 2017, is under the allocated budget by \$170,902, or 10%.

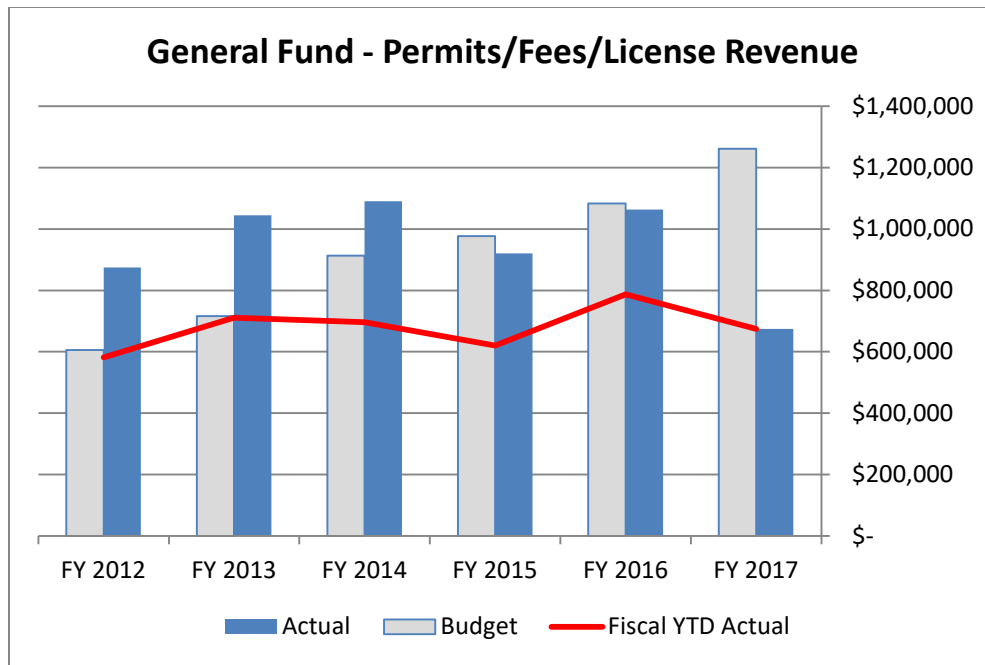


The City's current inter-local agreement with METRO, effective October 2014, requires METRO to pay the City one-half of all sales taxes collected by METRO within the Bellaire city limits. The City records these revenues in the METRO Fund. The City has experienced a corresponding decline in METRO sales tax receipts in the METRO fund.

### Permits, Fees, and Licenses

Development permits, fees, and licenses of \$674,422 are under the allocated budget by \$182,915, or 21%. Permits and plan check fees are budgeted to be significantly higher in FY 2017 due to the construction of a new H-E-B grocery store. The timing of revenue related to the new H-E-B store is not likely to follow the historical trends reflected in the allocated budget. As a result, we may experience significant variances in actual permit revenue as compared to the allocated budget this year.

The budget includes \$153,000 of building permit and plan check revenue related to the H-E-B store construction. The first of the H-E-B related fees, \$37,313 of permits and plan check fees, were recorded in May 2017. An additional \$105,406 was received in June, raising the total H-E-B related revenue to \$142,719 compared to \$153,000 budgeted for H-E-B revenue.



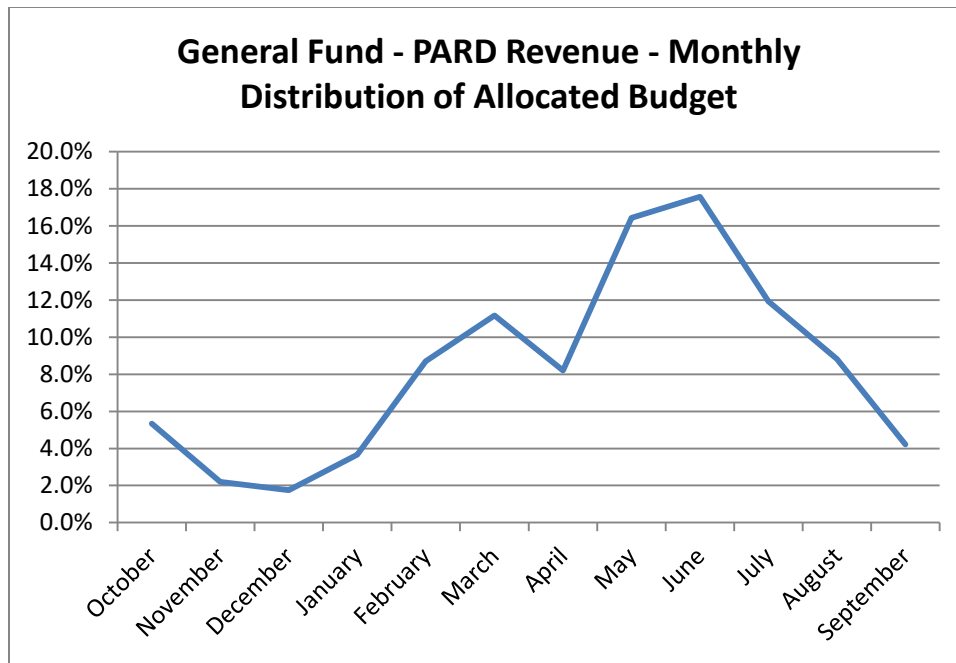
As reflected in the previous chart, actual fiscal year-to-date permit/fees/license revenue is lower than last year, so the timing of the H-E-B related revenue is not the only factor contributing to the variance from the allocated budget. Reduced new home construction has resulted in several major permit/fees/license revenue categories being below historical averages as reflected in the following table.

G/L Account	Budget	YTD FY 2017	YTD Avg. FY 2012 - 2016	Over / (Under) Average
4102 – Permits Fire-Plumbing-Gas	\$118,000	\$65,274	\$63,518	\$1,756
4103 – Permits Electrical	\$71,000	\$38,821	\$39,253	(\$432)
4104 – Permits Building	\$525,000	\$254,307	\$269,627	(\$15,320)
4121 – Contractor Registration	\$100,000	\$59,818	\$59,077	\$741
4130 – Plan Check	\$273,000	\$117,861	\$121,342	(\$3,480)

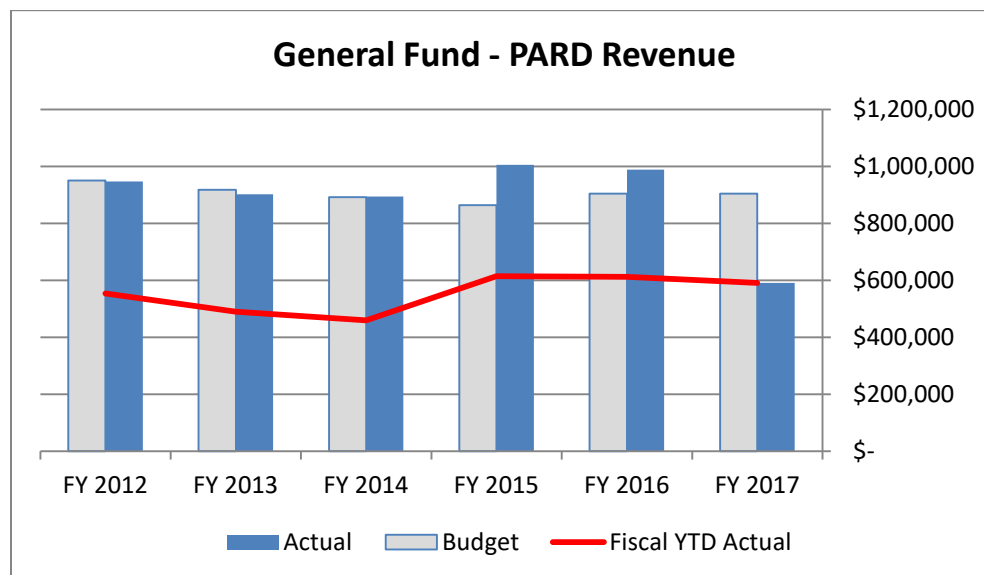
Table includes all G/L accounts in this revenue category with original budgets in excess of \$50,000.

#### PARD Charges & Fees

As reflected in the following chart, Parks and Recreation fees are weighted heavily toward the summer months when Camp Paseo is operating and the swimming pools are open daily.



Parks and Recreation fees of \$590,515 are over the allocated budget by \$71,231, or 14%.

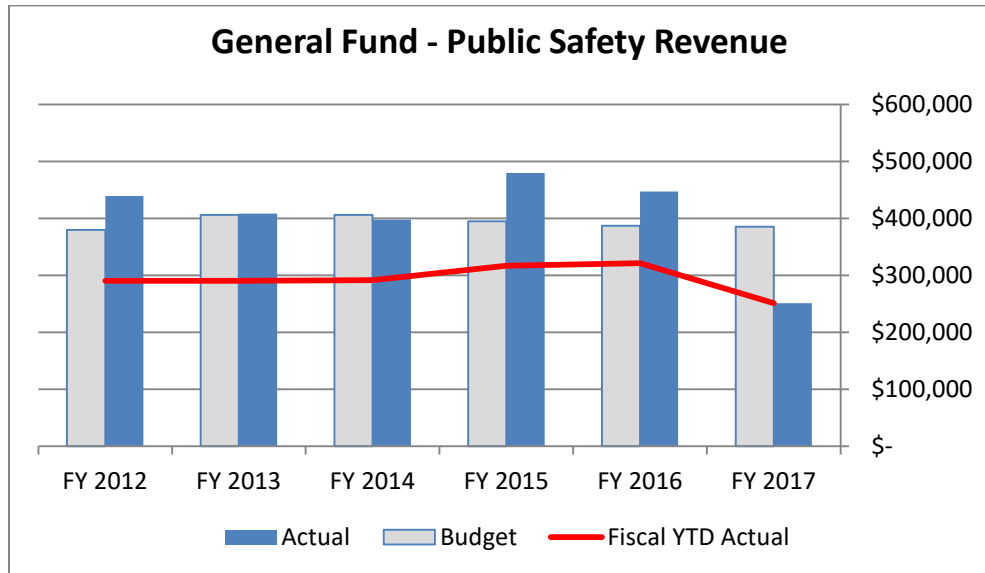


There are several categories of Parks and Recreation fees that are marginally higher than historical averages that combine to result in the total being over allocated budget by 14%. While some categories, such as swim lesson revenue and swim team revenue are more significantly higher than historical averages, it is really the combination of the many categories that result in actual revenues exceeding the allocated budget. Partially offsetting these increases is a dramatic decrease in income from renting the Civic Center. As a result of the municipal facilities project, the Civic Center rental income is down to just \$1,170 for the eight months ended May 31, 2017, as compared to the average of the five previous years of \$12,159.

There will likely be no additional Civic Center rental revenue for FY 2017 although the full year budgeted revenue is \$18,000.

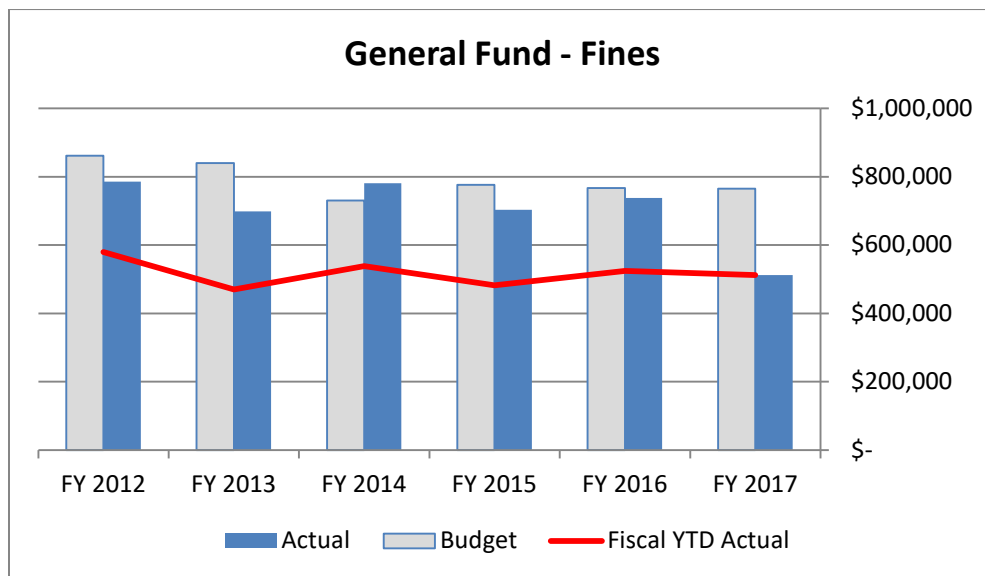
### Public Safety

Public Safety revenues of \$250,862 are under the allocated budget by \$17,695, or 7%.



### Fines

Fine revenues of \$511,798 are under the allocated budget by \$23,023, or 4%.

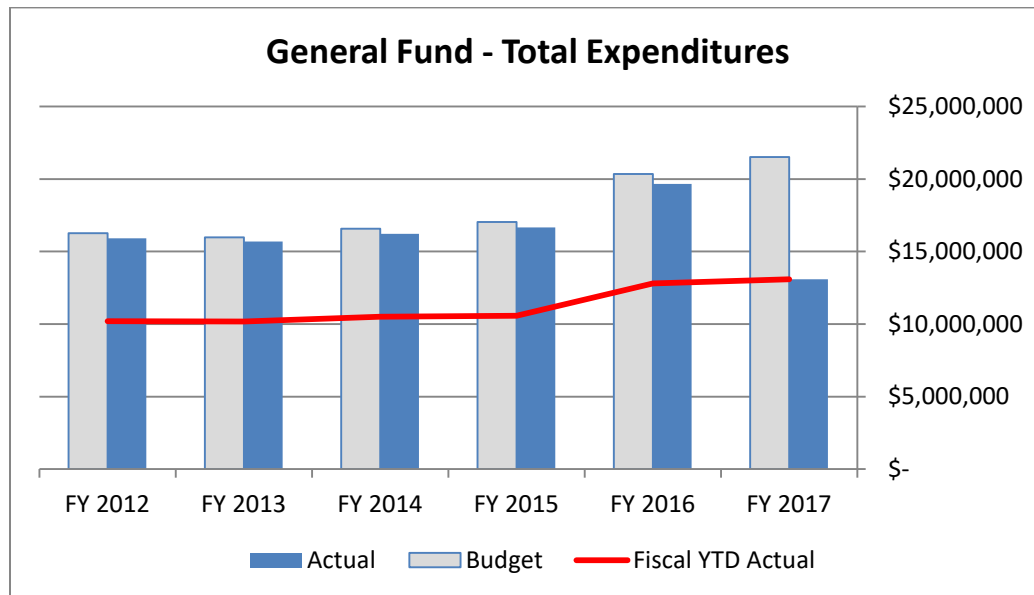




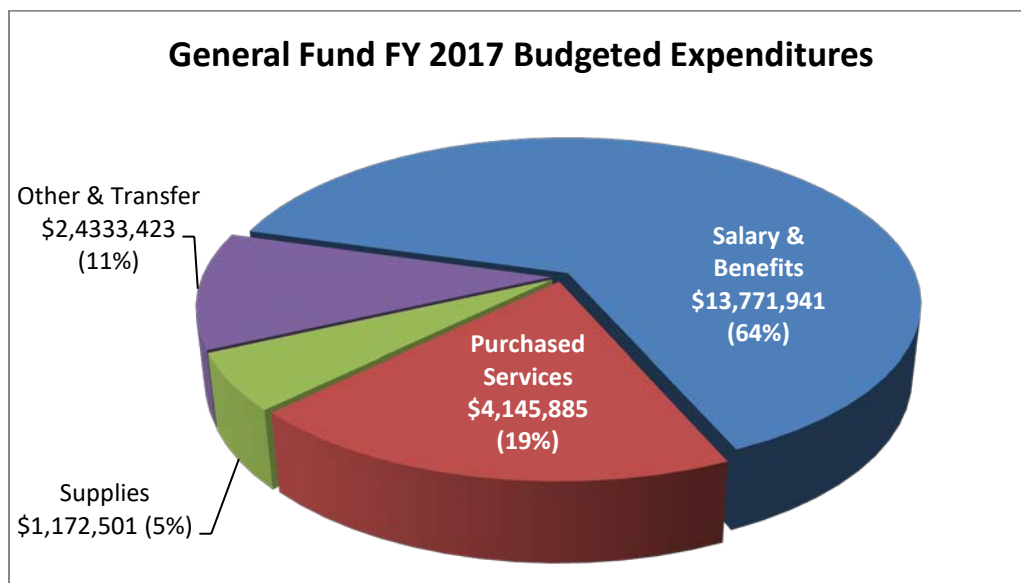
**General Fund Expenditures:**

FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$21,523,750	\$13,921,261	\$13,086,281	(\$834,981)

For the eight months ended May 31, 2017, the General Fund expended 61% of its total budgeted expenditures and is under its allocated budget by \$834,981, or 6%.

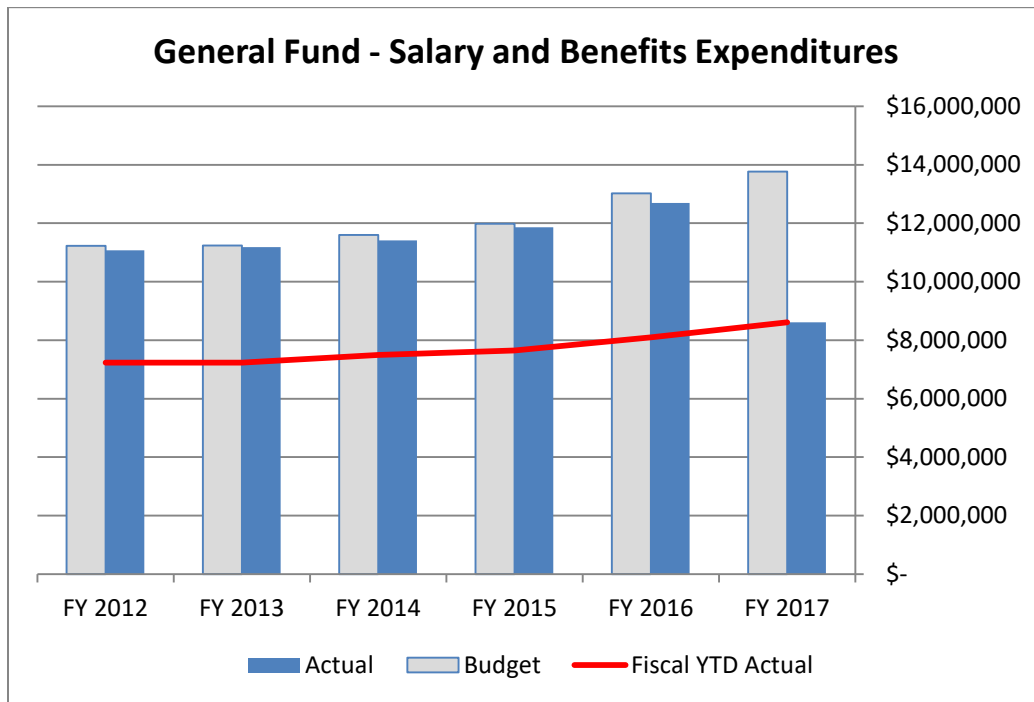


Salaries and benefits make up the largest category of expenditures in the General Fund at 64% of all FY 2017 budgeted expenditures, followed by purchased services at 19%.



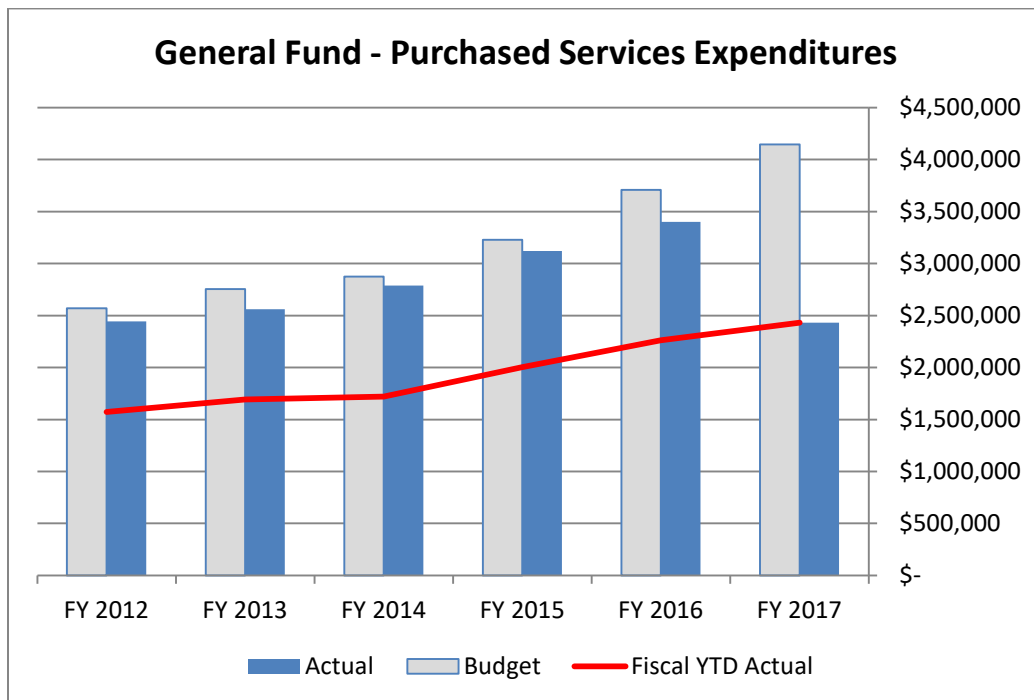
### Salary and Benefits

Salary and benefits of \$8,611,977 are under the allocated budget by \$304,189, or 3%.



### Purchased Services

Purchased services of \$2,432,137 are under the allocated budget by \$248,773, or 9%.



Some of the larger departmental level variances contributing to this category being below the allocated budget include:

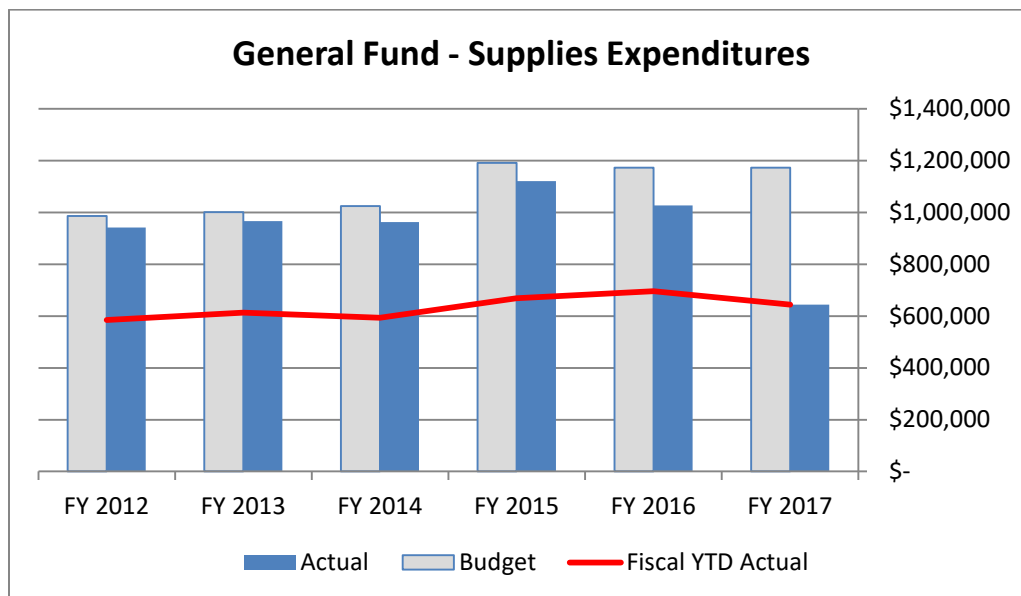
- Parks (Maintenance) – Parks Maintenance is running under budget due to the delayed opening of Evelyn’s Park and because some costs which will be City funded maintenance costs are being funded under short-term construction warranties.
- Parks (Maintenance) – Other contract labor was \$3,135 for the eight months ended May 31, 2017 as compared to the prior five-year average of \$10,541. This budget is being conserved for a large tree inventory project that commenced in June and will run through mid-August.
- Parks (Recreation) – Instructor pay was \$36,837 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$43,564. We are experiencing a steady shift away from the historical model of the City administering programs, collecting registration fees, and paying instructors to a new model of instructors administering programs, collecting registration fees directly, then remitting a portion of the fees to the City.
- Public Works (Streets) – Maintenance, which is primarily related to vehicles, paving, and traffic signals, was \$46,339 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$66,228. The FY 2017 budget is 108,000.
- Fire – Other Technical Services expenditures are down. This is where our ambulance billing and payment processing fees are charged. Processing fees are running below budget.
- Police – Other Professional expenditures were \$2,688 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$6,642, and an annual FY 2017 budget of \$30,750. The budget included \$1,000 for a feasibility study on a non-sworn safety unit and \$10,000 to update the job description of sworn police personnel. These budgets will not be spent this fiscal year.
- Police – Vehicle Maintenance expenditures were \$31,664 for the eight months ended May 31, 2017, as compared to the annual FY 2017 budget of \$60,000. Through 67% of the fiscal year, only 53% of the budget has been expended.
- Partially offsetting the items above is Pool Maintenance, which was \$102,922 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$34,545. A severe water line break and related repairs exhausted 95% of the pool maintenance budget before the summer busy season even began. As a result of the unexpected repairs, the FY 2017 budget was increased from \$107,000 to \$119,000 during the mid-year budget adjustment process.

In addition, the variances below are timing related and should diminish prior to year-end.

- IT – IT communications maintenance (maintenance service agreements) was \$7,042 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$16,212 because of the timing of annual maintenance agreement payments.
- Legal – Legal fees were \$46,463 for the eight months ended May 31, 2017, as compared to the prior five-year average of \$52,182 because of the timing of billings.

### Supplies

Supplies of \$643,836 are under the allocated budget by \$93,398, or 13%.

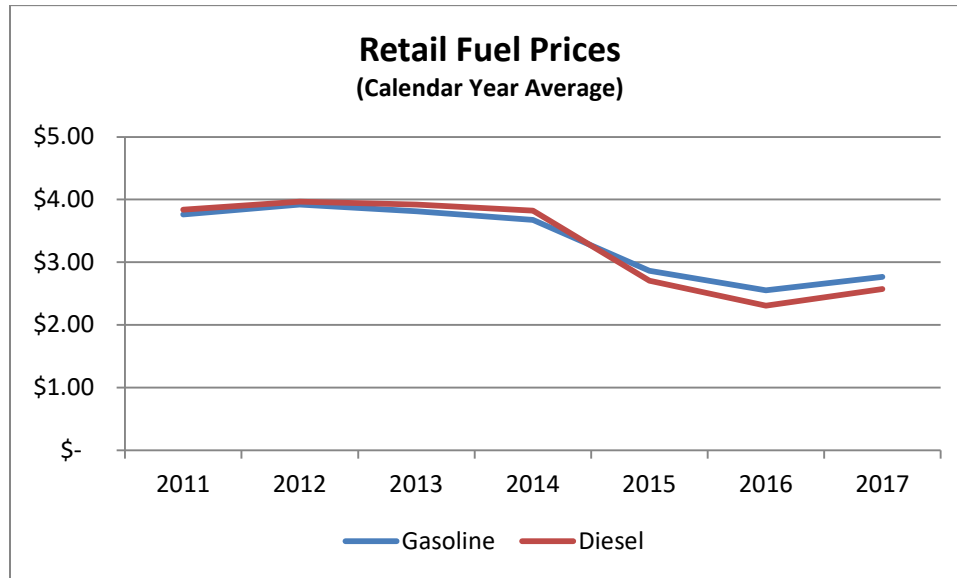


Some of the larger variances contributing to this category being below the allocated budget include:

- All Departments – Natural gas expenditures are a contributor to supplies being under the allocated budget. Natural gas expenditures were \$17,521 for the eight months ended May 31, 2017, as compared to a five-year average of \$27,882. The City's primary use of natural gas relates to heating the swimming pool at the Bellaire Family Aquatics Center. The pool was closed for repairs from December 15 through January 20 and was not heated causing a significant reduction in natural gas usage. Additionally, similar to FY 2016, FY 2017 was a mild winter with lower natural gas expenditures related to heating workspaces.
- All Departments – Electricity expenditures are a contributor to supplies being under the allocated budget. Electricity expenditures were \$221,789 for the eight months ended May 31, 2017, as compared to a five-year average of \$236,020. The General Fund's primary users of electricity are the Facilities division of Parks, Recreation, and Facilities, and the Streets division of Public Works. Most of the savings in electricity costs is being

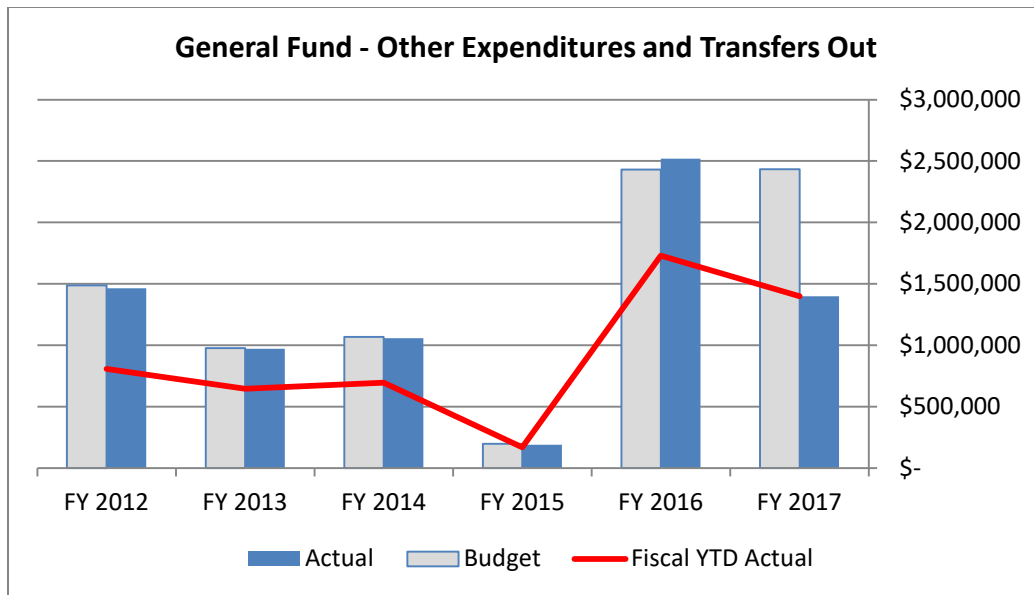
generated by Facilities which has incurred \$97,252 YTD versus \$93,833 last year and a five-year average of \$109,044.

- All Departments - Fuel expenditures are a contributor to supplies being under the allocated budget. Fuel expenditures were \$75,097 for the eight months ended May 31, 2017, as compared to a five-year average of \$98,454.



#### Other Expenditures and Transfers Out

The “other expenditures and transfers out” category is mainly the monthly transfers from the General Fund to (1) the Capital Improvement Fund and (2) the Vehicle and Equipment Replacement Fund. Other expenditures and transfers out in the eight months ended May 31, 2017, of \$1,398,331 are under the allocated budget by \$188,621, or 12%. Total budgeted transfers out of the General Fund are \$2,057,000, or \$171,417/month. The year-to-date expenditures are \$26,995 higher than the annualized transfer amount because of banking fees.

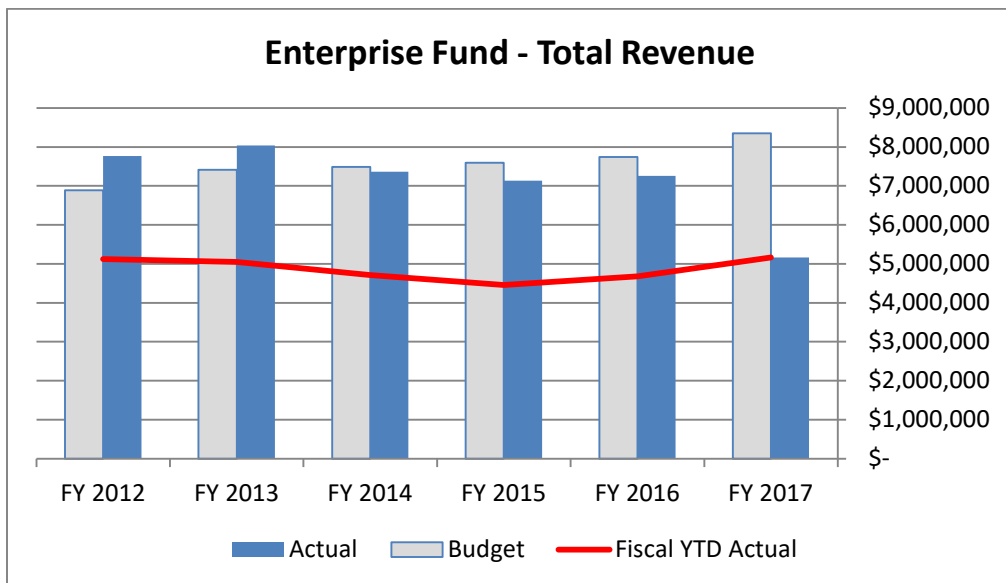


## ENTERPRISE FUND

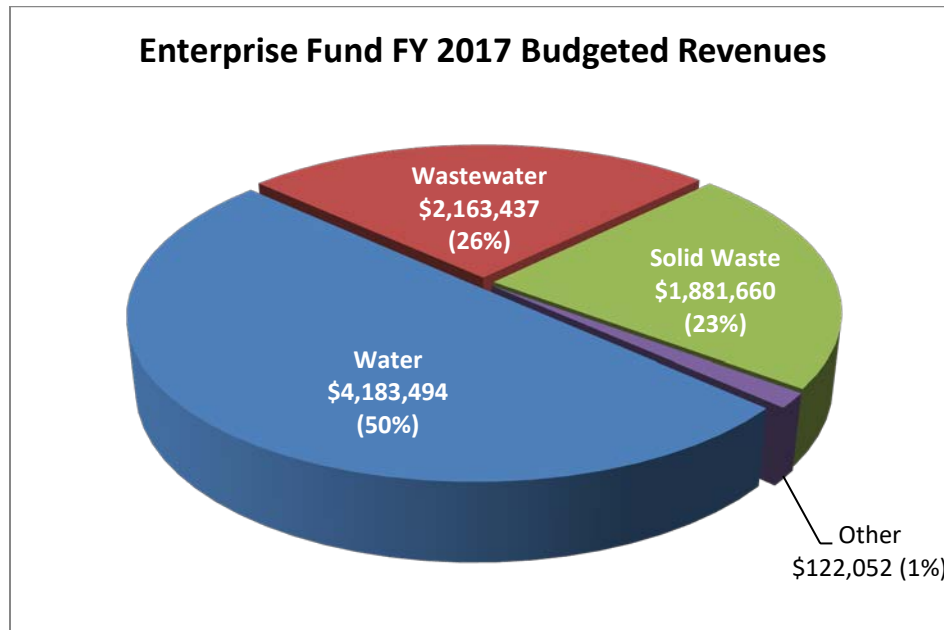
### Enterprise Fund Revenues:

FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,350,643	\$5,317,137	\$5,161,434	(\$155,703)

For the eight months ended May 31, 2017, the Enterprise Fund collected 62% of its total budgeted revenues and is under its allocated budget by \$155,703, or 3%.

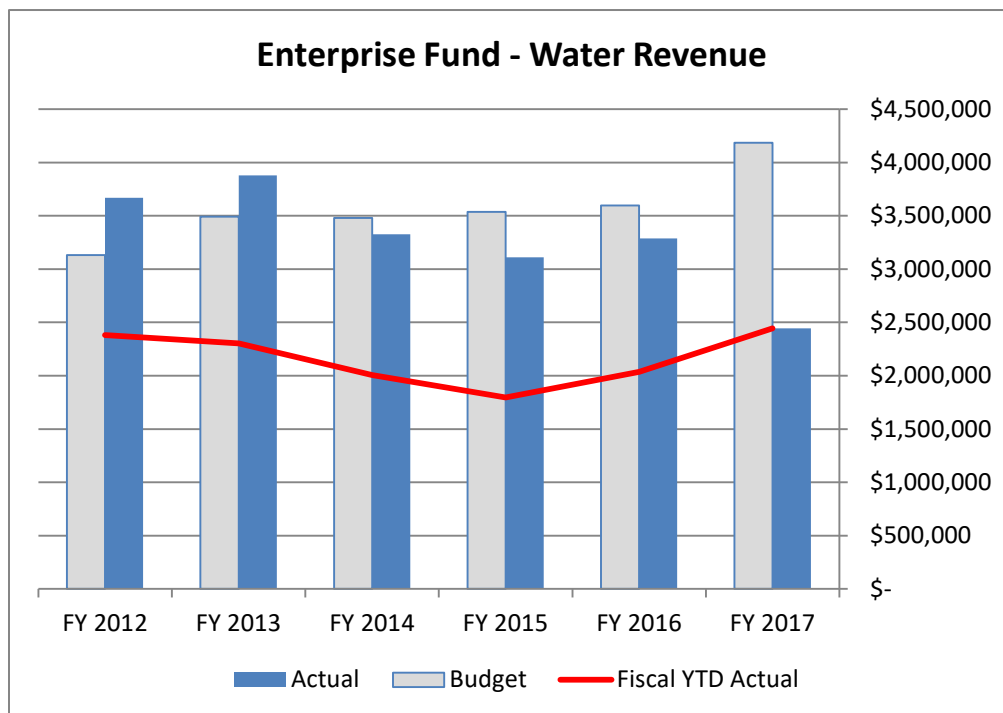


Sales of water makes up the largest category of revenues in the Enterprise Fund at 50% of all FY 2017 budgeted revenues, followed by charges for wastewater at 26%, and charges for solid waste at 23%.



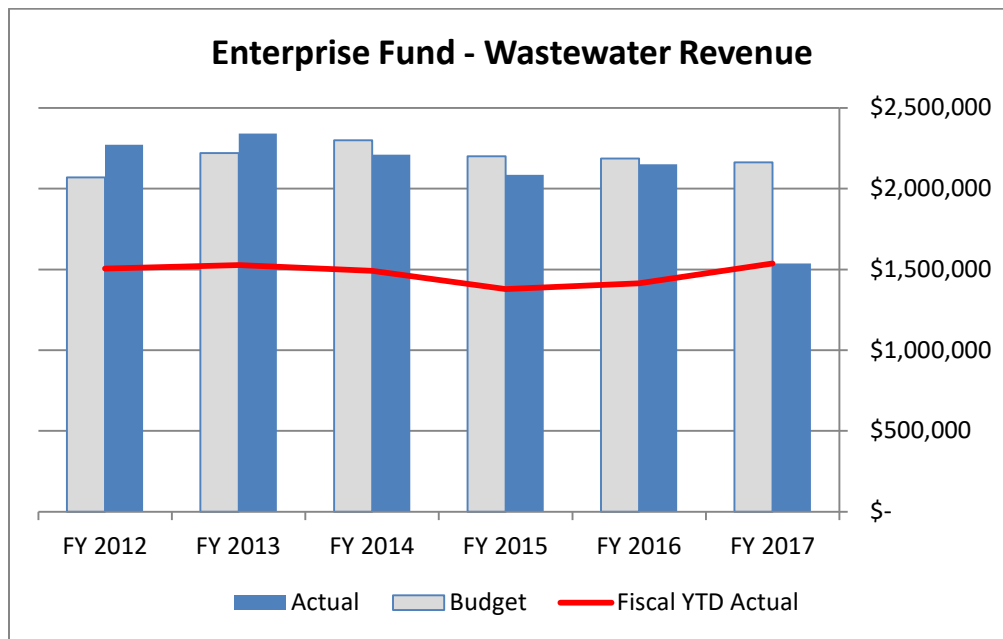
### Water Revenue

Water revenues of \$2,444,276 are below the allocated budget by \$101,217, or 4%.



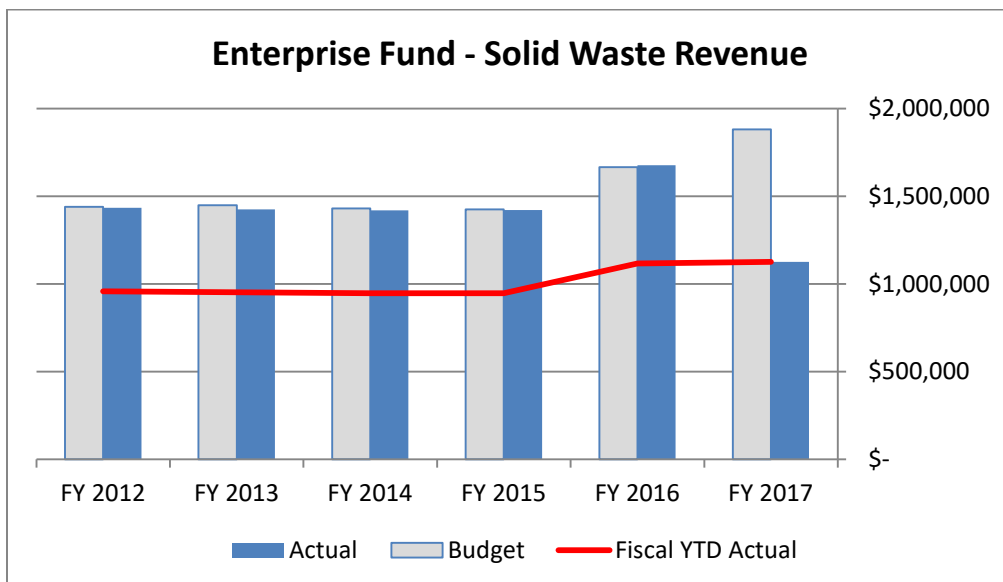
### Wastewater Revenue

Wastewater revenues of \$1,536,094 are over the allocated budget by \$104,460, or 7%.



### Solid Waste

Solid Waste revenues of \$1,125,738 are below the allocated budget by \$128,944, or 10%.



As initially reported in the first quarter report, a budget error caused the annual budgeted solid waste revenue amount to be inflated by approximately \$200,000. For the eight months ended May 31, 2017, solid waste expenditures were approximately \$258,378 less than revenues

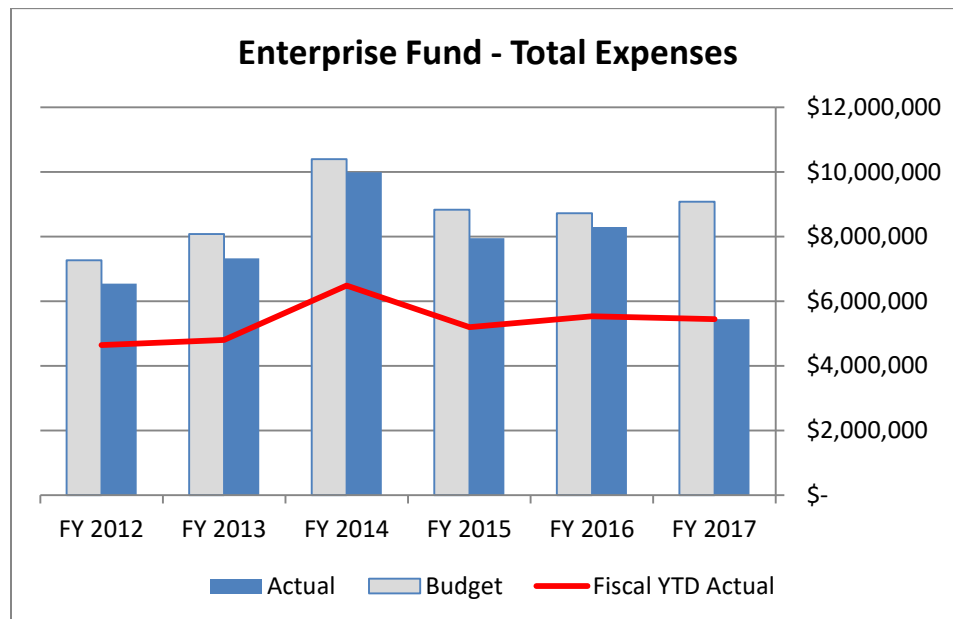


collected. As communicated previously, staff will continue to monitor to ensure the solid waste operations are self-supporting.

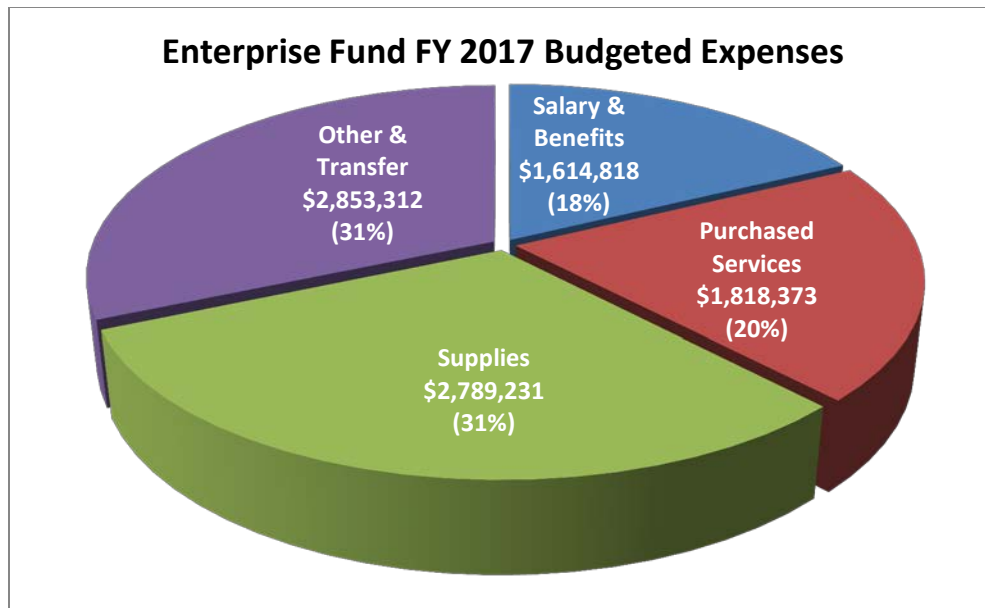
### Enterprise Fund Expenses:

FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$9,075,734	\$6,034,348	\$5,446,527	(\$587,821)

For the eight months ended May 31, 2017, the Enterprise Fund incurred 60% of its total budgeted expenses and is under its allocated budget by \$587,821, or 10%. The variance from allocated budget is due mainly to "Supplies".

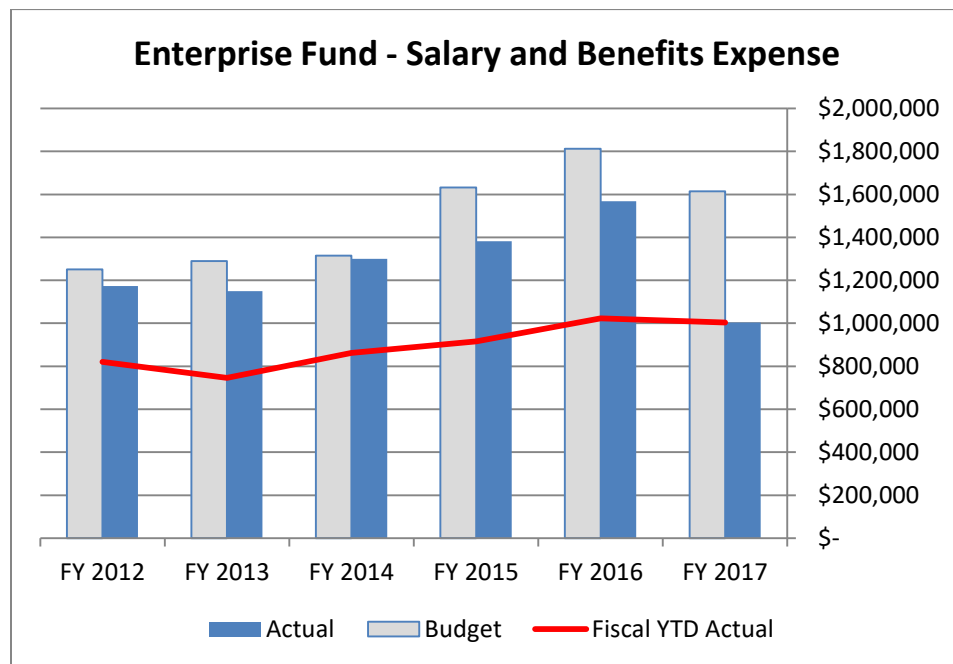


"Other and transfers" makes up the largest category of expenses in the Enterprise Fund at 31.4% of all FY 2017 budgeted expenses, followed by supplies (which includes water purchased from the City of Houston) at 30.7%. Other and transfers includes \$11,000 of budgeted operational expenses and \$2,746,000 of transfers out, including (1) \$624,000 to the General Fund to reimburse overhead expenses, (2) \$950,000 to the Debt Service Fund, (3) \$522,000 to the Vehicle and Equipment Replacement Fund, and (4) \$650,000 to the Capital Improvement Fund.



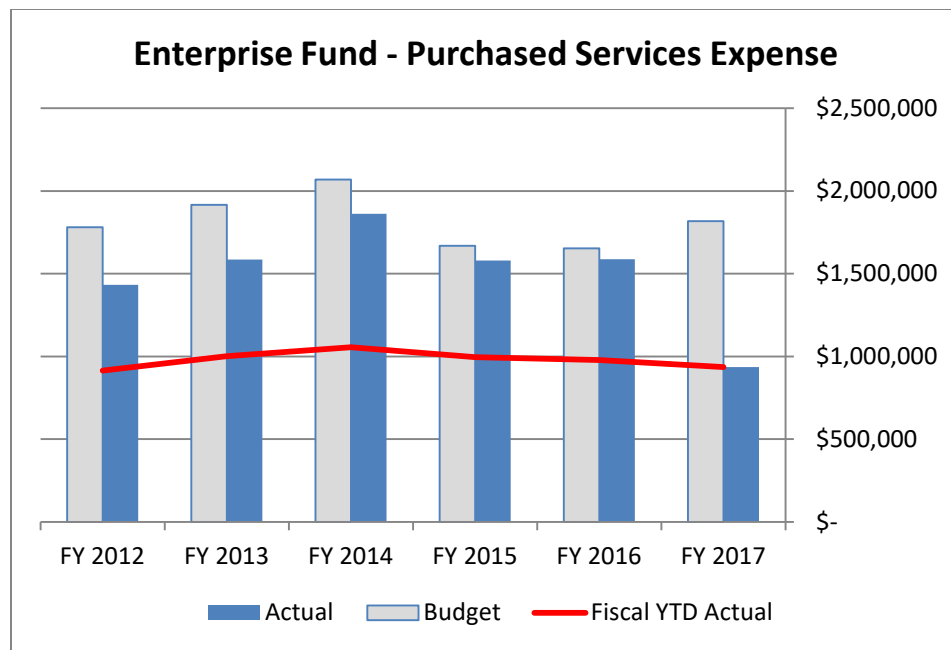
#### Salary and Benefits

Salary and benefits of \$1,004,159 are under the allocated budget by \$68,678, or 6%.



#### Purchased Services

Purchased services of \$936,722 are under the allocated budget by \$180,814, or 16%.

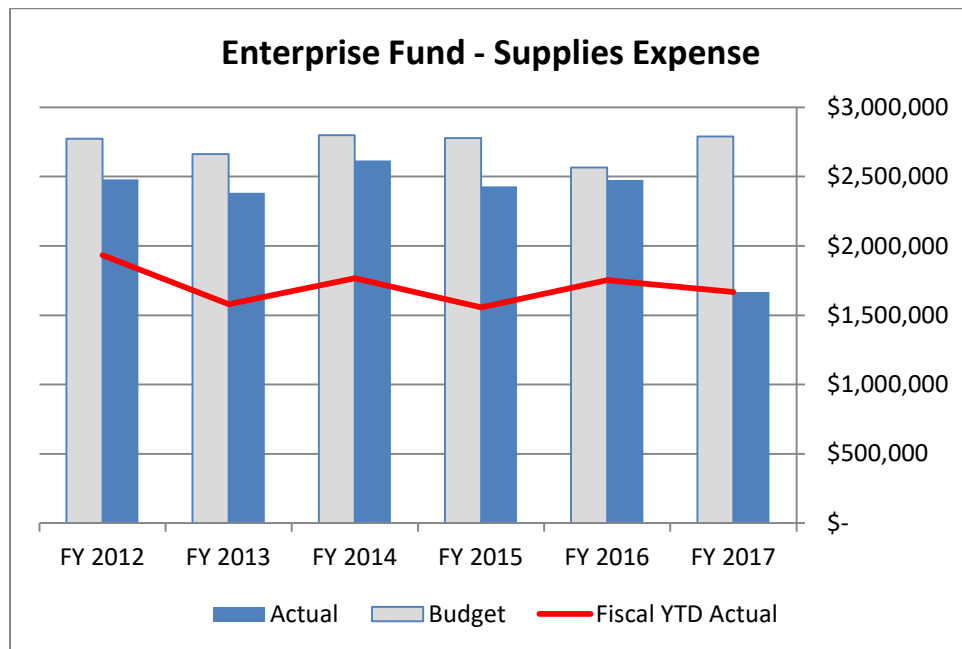


Some of the larger variances contributing to this category being below the allocated budget include:

- Water Production – Other Technical Services expenditures, which includes water testing, were \$2,734 for the eight months ended May 31, 2017, as compared to a five-year average of \$8,545. The budget for this account is \$25,300.
- Water Production – Water Well Maintenance expenditures were \$36,072 for the eight months ended May 31, 2017, as compared to a five-year average of \$48,087. The budget for this account is \$62,440.
- Water Distribution – Water Main Maintenance expenditures were \$19,261 for the eight months ended May 31, 2017, as compared to a five-year average of \$79,475. The budget for this account is \$181,792.
- Surface Water – Permits and Licenses expenditures were \$0 for the eight months ended May 31, 2017, as compared to a five-year average of \$8,631. The budget for this account is \$12,300. The City's annual water well permit fees to Harris-Galveston Subsidence District are charged here. The City paid its annual permit fee in June 2017.
- Waste Water Treatment – Building Maintenance expenditures were \$14,684 for the eight months ended May 31, 2017, as compared to a five-year average of \$24,609. The budget for this account is \$42,500.
- Solid Waste – Vehicle Maintenance expenditures were \$97,252 for the eight months ended May 31, 2017, as compared to a five-year average of \$106,531. The budget for this account is \$160,000.

### Supplies

Supplies of \$1,666,929 are under the allocated budget by \$266,871, or 14%.



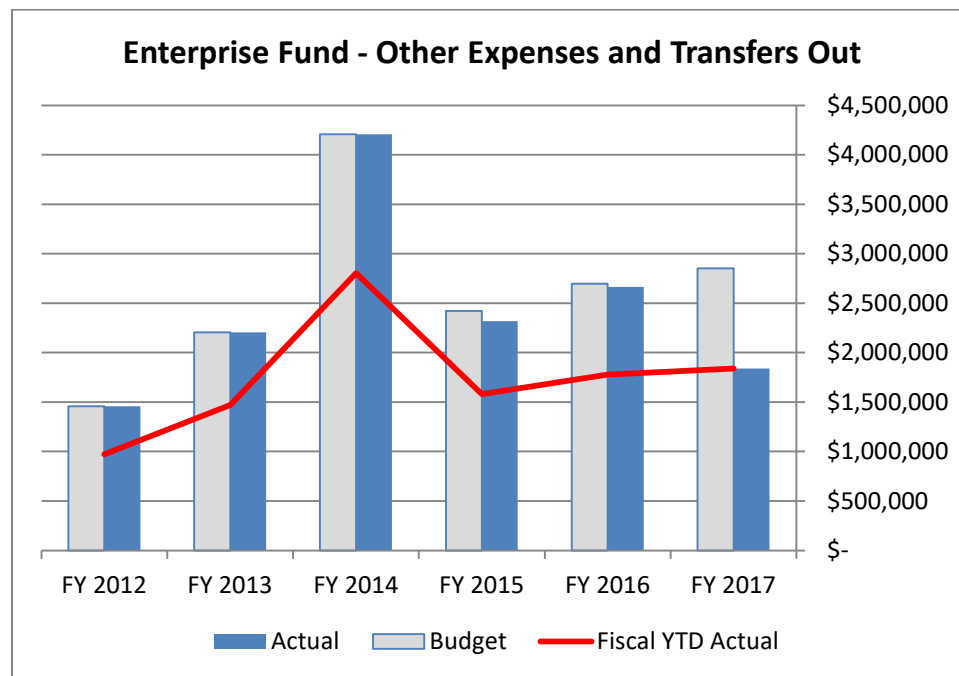
Some of the larger variances contributing to this category being below the allocated budget include:

- Water Purchased from Houston - We budgeted a 14% increase in FY 2017 water purchases from the City of Houston, as compared to FY 2016 actual expense of \$1,610,888. The overall budgeted increase was based on a price increase from the City of Houston and expected increase in the volume of water to be purchased for FY 2017. As expected, the City of Houston raised its price per 1,000 gallons by 1.4%, from \$2.842 to \$2.882. While the price per 1,000 gallons has increased, the number of gallons used has decreased. Additionally, the minimum monthly gallons billed decreased from 45 million to 42 million. This resulted in Houston billing us for 17.3 million fewer gallons in FY 2017 than in the comparable period in FY 2016. The water purchases expense of \$1,082,609 for the eight months ended May 31, 2017, is \$33,967 less than the average of the prior five years of \$1,116,576 for the comparable period, and \$35,413 less than FY 2016.
- Fuel expenditures are a contributor to supplies being under the allocated budget. Fuel expenditures were \$42,512 for the eight months ended May 31, 2017, as compared to a five-year average of \$61,902. Fuel expenditures for the same period in FY 2016 were \$41,813, which is 2% lower than the current year expenditure. While fuel prices have trended up slightly in 2017, we budgeted for a more significant increase in fuel prices.

- Electricity expenditures are a contributor to supplies being under the allocated budget. Electricity expenditures were \$251,453 for the eight months ended May 31, 2017, as compared to a five-year average of \$261,386.

### Other Expenses and Transfers Out

The “other expenses and transfers out” category is mainly the monthly transfers from the Enterprise Fund to (1) the General Fund, (2) the Debt Service Fund, (3) The Vehicle and Equipment Replacement Fund, and (4) the Capital Improvement Fund. Other expenses and transfers out in the eight months ended May 31, 2017, of \$1,838,718 are under the allocated budget by \$71,458, or 4%. Total budgeted transfers out of the Enterprise Fund are \$2,746,000, or \$228,833/month. The year-to-date expenses are \$8,054 higher than the annualized transfer amount because of banking fees, which are budgeted at \$11,000, and are relatively immaterial to the category total.



### Rainfall

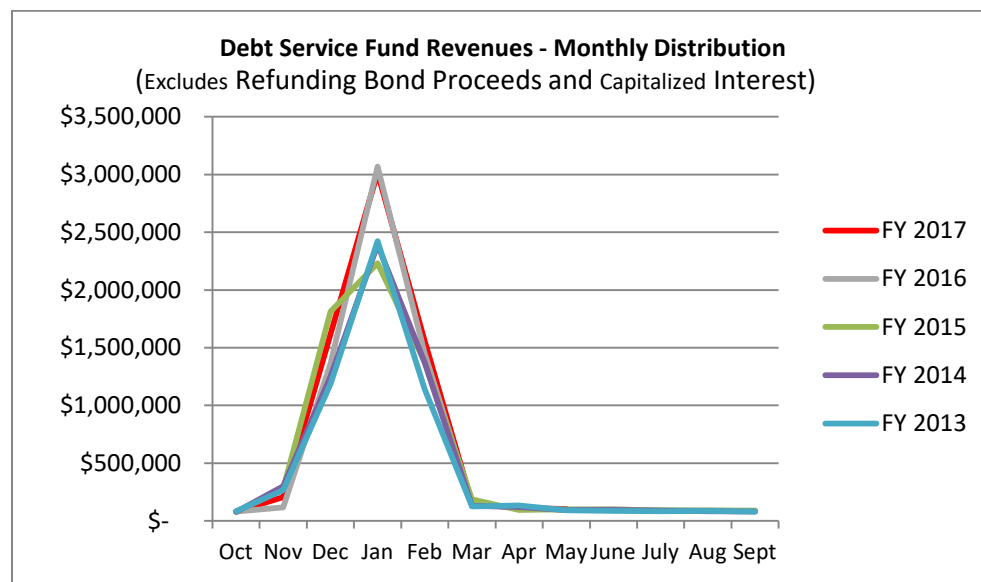
Rainfall (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Cumulative thru May	22.71	31.35	54.70	50.18	30.99
Annual	30.06	59.05	70.83	70.95	

## DEBT SERVICE FUND

### Debt Service Fund Revenues:

	FY 2017 Budget	YTD Actual	Over/(Under) Budget
Budgeted Revenue Sources	\$7,310,967	\$6,848,731	(\$462,236)
Unbudgeted Revenue Sources	\$0	\$10,270,268	\$10,270,068
Total Revenue	\$7,310,967	\$17,118,999	\$9,808,032

Budgeted revenue sources includes normal recurring Debt Service Fund revenues which are mainly comprised primarily of property taxes (87% of budgeted revenues) and \$950,000 in annual transfers from the Enterprise Fund (13% of budgeted revenues), which is recorded in monthly installments of \$79,167. There is also a small amount of investment earnings budgeted (\$5,000 – less than 1% of budgeted revenues). As property taxes are the main revenue source, the January 31 property tax deadline results in revenues being concentrated in the December – February timeframe.



For the eight months ended May 31, 2017, revenues from budgeted sources (property taxes, Enterprise Fund transfers, and investment earnings) totaled \$6,848,731, which is \$462,236 under budget, or 6%.

In addition to the budgeted revenue sources discussed above, the City records the proceeds of any refunding bond issuances as revenues in the Debt Service Fund. Bond proceeds from the issuance of refunding bonds were not included in the FY 2017 budget.

### Budgeted Property Tax

Property taxes are primarily collected in the months of December through February due to the January 31 property tax due date. The Debt Service Fund collected \$6,212,210 of property tax in the eight months ended May 31, 2017, or 98% of FY 2017 budgeted property tax.

### Budgeted Transfers In

Transfers from the Enterprise Fund in the amount of \$633,333 for the eight months ended May 31, 2017, are equal to 8/12 of the total FY 2017 budgeted transfer. In addition, the Debt Service Fund received an unbudgeted transfer of \$314,655 from the Capital Bond Fund for capitalized interest.

### Unbudgeted Revenues

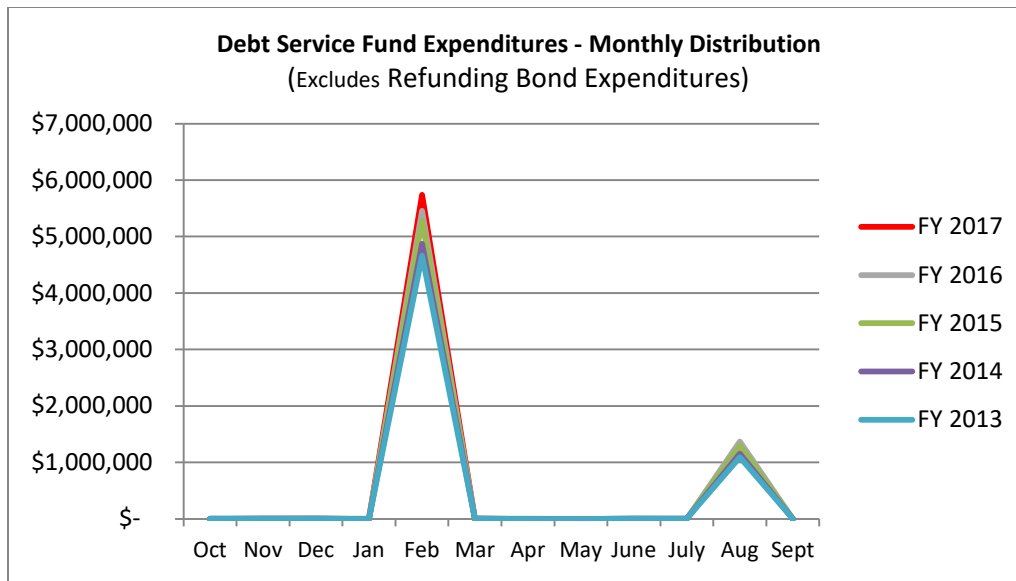
The \$10,270,368 of unbudgeted revenue sources in the table above include \$10.0 million of proceeds from the Series 2016 Refunding bonds and \$314,655 transferred from the Capital Bond Fund related to the Series 2017 bonds. The issuance of the Series 2017 bonds in February included an allocation of proceeds to the Debt Service Fund of \$314,655 million for capitalized interest – proceeds dedicated to be used toward the payment of the first interest payment on the Series 2017 bonds.

### **Debt Service Fund Expenditures:**

	FY 2017 Budget	YTD Actual	Over/(Under) Budget
Budgeted Expenditures	\$7,310,967	\$5,745,216	(\$1,565,751)
Unbudgeted Expenditures	\$0	\$9,942,234	\$9,942,234
Total Expenditures	\$7,310,967	\$15,687,451	\$8,376,484

Budgeted expenditures include normal recurring Debt Service Fund expenditures, which are primarily scheduled principal and interest payments (99.8% of FY 2017 budgeted expenditures). There are also some minor related fees such as fiscal agent fees. In February, there are annual principal payments and semi-annual interest payments due on the City's outstanding bonds, and in August there are semi-annual interest payments due. Expenditures are concentrated in February and August in accordance with the debt payment schedules.

According to schedule, there were principal and interest payments totaling \$5.7 million in the eight months ended May 31, 2017.



In addition to the budgeted expenditures discussed above, the City records payments associated with issuing refunding bonds as expenditures in the Debt Service Fund. Although not included in the FY 2017 budget, the Debt Service Fund incurred refunding bond expenditures of \$9,942,234 in the eight months ended May 31, 2017.



**City of Bellaire**  
**General Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of May 2017**

	May			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Property Taxes	\$ 12,331,714	\$ 55,290	0%	\$ 12,223,331	\$ 12,033,615	\$ (189,715)	98%
Franchise Taxes	1,410,000	176,109	12%	991,791	951,580	(40,211)	67%
Sales Taxes	2,545,300	201,758	8%	1,677,019	1,506,117	(170,902)	59%
Permits, Fees, Licenses	1,261,550	143,587	11%	857,337	674,422	(182,915)	53%
PARD Charges and Fees	903,900	124,869	14%	519,285	590,515	71,231	65%
Public Safety	385,382	24,642	6%	268,557	250,862	(17,695)	65%
Fines	765,000	59,096	8%	534,821	511,798	(23,023)	67%
All Other	703,600	54,307	8%	464,007	471,177	7,169	67%
<b>Total Revenues</b>	<b>20,306,446</b>	<b>839,658</b>	<b>4%</b>	<b>17,536,147</b>	<b>16,990,086</b>	<b>(546,061)</b>	<b>84%</b>
<b>Expenditures</b>							
Salary & Benefits	13,771,941	876,815	6%	8,916,165	8,611,977	(304,189)	63%
Purchased Services	4,145,885	328,618	8%	2,680,911	2,432,137	(248,773)	59%
Supplies	1,172,501	96,327	8%	737,234	643,836	(93,398)	55%
Other/Transfers	2,433,423	176,394	7%	1,586,952	1,398,331	(188,621)	57%
<b>Total Expenditures</b>	<b>21,523,750</b>	<b>1,478,154</b>	<b>7%</b>	<b>13,921,261</b>	<b>13,086,281</b>	<b>(834,981)</b>	<b>61%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (1,217,304)</b>	<b>\$ (638,495)</b>		<b>\$ 3,614,886</b>	<b>\$ 3,903,805</b>	<b>\$ 288,920</b>	
Fund Balance 9/30/16	\$ 4,815,527						
FY 2017 Revenue Budget	20,306,446						
FY 2017 Expenditure Budget	21,523,750						
Projected Ending Fund Balance	<u>\$ 3,598,223</u>						
60 Day Reserve Requirement	\$ 3,244,458						
(Includes only operating budget)							

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**City of Bellaire  
Enterprise Fund  
Revenues and Expenses (Unaudited)  
YTD as of May 2017**

	May			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Water	\$ 4,183,494	\$ 329,488	8%	\$ 2,545,492	\$ 2,444,276	\$ (101,217)	58%
Wastewater	2,163,437	205,367	9%	1,431,634	1,536,094	104,460	71%
Solid Waste	1,881,660	140,793	7%	1,254,682	1,125,738	(128,944)	60%
All Other	122,052	7,544	6%	85,329	55,326	(30,002)	45%
<b>Total Revenues</b>	<b>8,350,643</b>	<b>683,191</b>	<b>8%</b>	<b>5,317,137</b>	<b>5,161,434</b>	<b>(155,703)</b>	<b>62%</b>
<b>Expenses</b>							
Salary & Benefits	1,614,818	85,240	5%	1,072,837	1,004,159	(68,678)	62%
Purchased Services	1,818,373	144,440	8%	1,117,536	936,722	(180,814)	52%
Supplies	2,789,231	217,209	8%	1,933,800	1,666,929	(266,871)	60%
Other Expenses and Transfers	2,853,312	229,701	8%	1,910,176	1,838,718	(71,458)	64%
<b>Total Expenses</b>	<b>9,075,734</b>	<b>676,590</b>	<b>7%</b>	<b>6,034,348</b>	<b>5,446,527</b>	<b>(587,821)</b>	<b>60%</b>
<b>Net Revenues/(Expenses)</b>	<b>\$ (725,091)</b>	<b>\$ 6,602</b>		<b>\$ (717,211)</b>	<b>\$ (285,093)</b>	<b>\$ 432,118</b>	

Working Capital 9/30/16	\$ 1,566,233
FY 2017 Revenue Budget	8,350,643
FY 2017 Expense Budget	9,075,734
Projected Ending Working Capital	<u>\$ 841,142</u>

30 Day Fund Balance \$ 579,478  
(Includes only operating budget)

Working Capital (current assets minus current liabilities)

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**City of Bellaire**  
**Debt Service Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of May 2017**

	<b>FY 2017 Budget</b>	<b>YTD Actual</b>	<b>Over/(Under) Budget</b>	<b>% of Budget</b>
<b>Revenues</b>				
Property Taxes	\$ 6,355,967	\$ 6,212,210	\$ (143,757)	98%
Investment Earnings	5,000	3,188	(1,812)	64%
Transfers from Enterprise Fund	950,000	633,333	(316,667)	67%
Transfers from Capital Bond Fnd	-	314,655	314,655	n/a
Bond Premium	-	265,613	265,613	n/a
Debt Proceeds	-	9,690,000	9,690,000	n/a
<b>Total Revenues</b>	<b>7,310,967</b>	<b>17,118,999</b>	<b>9,808,032</b>	<b>234%</b>
<b>Expenditures</b>				
Principal Payment	4,340,000	4,510,000	170,000	104%
Interest Payment	2,959,567	1,222,603	(1,736,964)	41%
Other Debt Expense	11,400	12,613	1,213	111%
Bond Refunding Expense	-	9,764,218	9,764,218	n/a
Refunding Issuance Costs	-	178,017	178,017	n/a
<b>Total Expenditures</b>	<b>7,310,967</b>	<b>15,687,451</b>	<b>8,376,484</b>	<b>215%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 1,431,548</b>	<b>\$ 1,431,548</b>	
Fund Balance 9/30/16	\$ 489,135			
FY 2017 Revenue Budget	7,310,967			
FY 2017 Expenditure Budget	7,310,967			
Projected Ending Fund Balance	<u>\$ 489,135</u>			

**City of Bellaire**  
**Vehicle and Equipment Replacement Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of May 2017**

	<b>FY 2017 Budget</b>	<b>May Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>					
Transfers - General	\$ 1,007,000	\$ 83,917	\$ 671,333	n/a	\$ 335,667
Transfers - Enterprise	522,000	43,500	348,000	n/a	174,000
Proceeds from Capital Lease	787,667	-	787,666	n/a	1
<b>Total Revenues</b>	<b>2,316,667</b>	<b>127,417</b>	<b>1,807,000</b>	<b>n/a</b>	<b>509,667</b>
<b>Expenditures</b>					
Development Services	25,000	-	-	25,837	(837)
Fire	865,272	-	36,872	751,132	77,268
Police	310,000	-	264,551	40,004	5,445
Parks & Recreation	55,000	-	-	52,722	2,278
Public Works - General Fund	210,000	-	-	190,248	19,752
Public Works - Enterprise Fund	435,000	-	26,059	343,040	65,901
<b>Total Expenditures</b>	<b>1,900,272</b>	<b>-</b>	<b>327,482</b>	<b>1,402,984</b>	<b>169,806</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ 416,395</b>	<b>\$ 127,417</b>	<b>\$ 1,479,518</b>	<b>n/a</b>	<b>\$ 339,861</b>
Fund Balance 9/30/16	\$ 952,704				
FY 2017 Revenue Budget	2,316,667				
FY 2017 Expenditure Budget	1,900,272				
Projected Ending Fund Balance	<u>\$ 1,369,099</u>				

**City of Bellaire**  
**Capital Improvements Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of May 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>Budget Adjustments</b>	<b>FY 2017 Revised Budget</b>	<b>May Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>								
General Fund Transfer	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000	\$ 87,500	\$ 700,000	n/a	\$ 350,000
Enterprise Fund Transfer	650,000	-	-	650,000	54,167	433,333	n/a	216,667
Evelyn's Park	-	-	80,990	80,990	-	14,286	n/a	66,704
<b>Total Revenues</b>	<b>1,700,000</b>	<b>-</b>	<b>80,990</b>	<b>1,780,990</b>	<b>141,667</b>	<b>1,147,619</b>	<b>n/a</b>	<b>633,371</b>
<b>Projects</b>								
FY 2014 City Wide Beautification	-	229,643	-	229,643	23,000	67,844	33,250	128,549
FY 2014 Street & Drainage Reconstruction - Phase 5B (a)	-	1,000,919	-	1,000,919	57,839	121,805	873,660	5,454
FY 2015 Evelyn's Park	-	968,245	80,990	1,049,235	974	967,921	38,418	42,896
FY 2015 Memorial Day Flood	-	-	-	-	569	5,288	3,363	(8,650)
FY 2016 Pavement Mgt Program	800,000	828,044	-	1,628,044	13,928	58,084	-	1,569,960
FY 2016 Playground/Shade/Amenities	100,000	-	-	100,000	-	42,505	57,281	214
FY 2016 ROW	-	50,000	-	50,000	-	49,750	-	250
FY 2016 Storm Water Drainage	-	900	-	900	-	900	-	-
FY 2017 BFAC Pool Area Improvements	150,000	-	-	150,000	2,760	2,760	9,500	137,740
FY 2017 Park Master Signage	50,000	-	-	50,000	-	-	-	50,000
FY 2017 Community Pathways Master Plan	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Decorative Standard for Major Streets	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Flood Plain Hazard Mitigation Plan	50,000	-	-	50,000	-	-	-	50,000
<b>Total General Projects</b>	<b>1,300,000</b>	<b>3,077,751</b>	<b>80,990</b>	<b>4,458,741</b>	<b>99,070</b>	<b>1,316,857</b>	<b>1,015,472</b>	<b>2,126,412</b>
FY 2015 City Wide SCADA System	150,000	202,500	-	352,500	-	37,500	18,140	296,860
FY 2015 Water/Sanitary Sewer Program	-	82,827	-	82,827	-	1,071	-	81,756
FY 2016 Rehab Renwick Ground Storage	400,000	55,000	-	455,000	1,960	28,835	301,430	124,735
FY 2016 WW System Upgrades	50,000	150,473	-	200,473	-	6,898	16,450	177,125
FY 2017 Water System Upgrades	50,000	-	-	50,000	-	-	-	50,000
<b>Total Enterprise Projects</b>	<b>650,000</b>	<b>490,800</b>	<b>-</b>	<b>1,140,800</b>	<b>1,960</b>	<b>74,304</b>	<b>336,020</b>	<b>730,476</b>
<b>Total Expenditures/Encumbrances</b>	<b>1,950,000</b>	<b>3,568,551</b>	<b>80,990</b>	<b>5,599,541</b>	<b>101,030</b>	<b>1,391,161</b>	<b>1,351,492</b>	<b>2,856,888</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (250,000)</b>	<b>\$ (3,568,551)</b>	<b>\$ -</b>	<b>\$ (3,818,551)</b>	<b>\$ 40,637</b>	<b>\$ (243,541)</b>	<b>n/a</b>	<b>\$ (2,223,518)</b>

(a) Pay as you Go portion of Bonds in Fund 620

Fund Balance 9/30/16	\$ 5,600,527
FY 2017 Revenue Budget	1,780,990
FY 2017 Expenditure Budget	5,599,541
Projected Ending Fund Balance	<u>\$ 1,781,976</u>

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**City of Bellaire**  
**Capital Bond Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of May 2017**

	FY 2017 Adopted Budget	Budget Carry-over	FY 2017 Revised Budget	May Actual	YTD Actual	Encumbrance	Budget Balance
<b>Revenues</b>							
Interest	\$ -	\$ -	\$ -	\$ 26,799	\$ 91,775	n/a	\$ (91,775)
Bonds Proceeds	43,610,000	-	43,610,000	-	34,453,942	n/a	9,156,058
<b>Total Revenues</b>	<b>43,610,000</b>	<b>-</b>	<b>43,610,000</b>	<b>26,799</b>	<b>34,545,717</b>	<b>n/a</b>	<b>9,064,283</b>
<b>Non-Project Expenditures</b>							
Operating Transfers Out	-	-	-	-	314,655	-	(314,655)
Bond Issuance Costs	-	-	-	-	224,432	-	(224,432)
Bond Expenditures	-	-	-	-	462,362	-	(462,362)
<b>Total Non-Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,001,448</b>	<b>-</b>	<b>(1,001,448)</b>
<b>Projects</b>							
FY 2012 Drainage Phase 5	-	708,338	708,338	-	-	714,869	(6,531)
FY 2015 Drainage Phase 5B	-	5,022,808	5,022,808	547,583	3,762,261	1,260,546	0
FY 2017 Police/Courts Construction	8,770,800	-	8,770,800	-	-	8,345,931	424,869
FY 2017 City Hall/Civic Center Construction	7,742,500	-	7,742,500	-	-	7,585,647	156,853
FY 2017 Transition - New City Hall/Police/Municipal Court	577,700	-	577,700	18,597	19,478	542,797	15,425
FY 2013 Design - New City Hall/Police/Municipal Court	1,069,000	431,922	1,500,922	64,217	227,288	181,659	1,091,975
FY 2015 Evelyn's Park	-	846,306	846,306	-	851,405	167	(5,266)
FY 2015 Nature Discovery Center	-	315,278	315,278	-	315,278	-	0
FY 2017 Streets and Drainage	7,000,000	-	7,000,000	26,928	27,314	6,572	6,966,114
FY 2017 Sidewalks	2,000,000	-	2,000,000	-	-	-	2,000,000
FY 2017 Water Line Improvements	3,500,000	-	3,500,000	-	-	-	3,500,000
FY 2017 Wastewater Treatment Plant Improvements	7,964,344	-	7,964,344	-	283,862	7,680,482	-
FY 2017 Wastewater Line Improvements	150,000	-	150,000	-	-	-	150,000
FY 2017 Water Meter Installations	4,835,656	-	4,835,656	-	2,892,991	1,924,470	18,195
<b>Total Project Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>657,325</b>	<b>8,379,877</b>	<b>28,243,140</b>	<b>14,311,634</b>
<b>Total Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>657,325</b>	<b>9,381,326</b>	<b>28,243,140</b>	<b>13,310,186</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (7,324,652)</b>	<b>\$ (7,324,652)</b>	<b>\$ (630,526)</b>	<b>\$ 25,164,391</b>	<b>n/a</b>	<b>\$ (4,245,903)</b>

Fund Balance 9/30/16	\$ 6,996,187
FY 2017 Revenue Budget	43,610,000
FY 2017 Expenditure Budget	50,934,652
Projected Ending Fund Balance	<u>\$ (328,465)</u>

**Note:** Ending balance RBB funds from General CIP will be used to reconcile negative balance.

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**City of Bellaire  
Metro Fund  
Revenues and Expenditures (unaudited)  
YTD as of May 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>May Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Metro Sales Tax	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 100,879	\$ 746,083	n/a	\$ 453,917
Interest	-	-	-	1,881	9,756	n/a	(9,756)
<b>Total Revenues</b>	<b>1,200,000</b>	<b>-</b>	<b>1,200,000</b>	<b>102,760</b>	<b>755,839</b>	<b>n/a</b>	<b>444,161</b>
<b>Projects</b>							
FY 2014 City Wide Trip Hazard	-	177,108	177,108	-	-	177,108	0
FY 2014 Sidewalk Projects	-	185,283	185,283	-	-	-	185,283
FY 2015 Street Pavement Mgt Program	1,200,000	1,485,172	2,685,172	112,327	1,180,596	1,284,746	219,831
FY 2015 Street Striping Program	-	15,953	15,953	-	-	-	15,953
<b>Total Expenditures</b>	<b>1,200,000</b>	<b>1,863,516</b>	<b>3,063,516</b>	<b>112,327</b>	<b>1,180,596</b>	<b>1,461,853</b>	<b>421,067</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$(1,863,516)</b>	<b>\$(1,863,516)</b>	<b>\$ (9,567)</b>	<b>\$(424,757)</b>	<b>n/a</b>	<b>\$ 23,094</b>
Fund Balance 9/30/16	\$ 2,172,194						
FY 2017 Revenue Budget	1,200,000						
FY 2017 Expenditure Budget	3,063,516						
Projected Ending Fund Balance	<u>\$ 308,678</u>						

**CITY OF BELLAIRE  
CURRENT PROPERTY TAX COLLECTIONS  
FY 2014 - FY 2017**

<u>Month</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	652,841	585,025	131,234	272,719
Dec	3,255,591	4,865,374	3,881,188	2,965,928
Jan	6,438,379	6,075,640	8,702,108	5,656,798
Feb	3,605,747	3,634,938	4,005,865	2,859,743
Mar	137,922	296,537	206,525	132,698
Apr	102,078	63,640	90,455	60,795
May	45,507	55,636	49,017	44,594
Jun	41,695	53,382	57,865	
Jul	2,853	4,673	14,076	
Aug	-	-	-	-
Sep	-	-		
			YTD Collections	\$ 11,993,275
			% of Budget	64.57%
			% of Total Levy	64.47%
			FY 2017 Budget - Total Tax Revenue	\$ 18,573,641
			2016 Tax Year Taxable Value - Certified Appraisal Roll*	\$ 4,546,701,928
			2016 Tax Year - Under Protest or not Certified*	255,408,384
			Total	<u>4,802,110,312</u>
			Total Levy at \$0.3874 / \$100 =	<u>\$ 18,603,375</u>

**Ten Largest Taxpayers in City of Bellaire (Tax Year 2016) \***

		<u>Taxable Value</u>
Chevron Chemical Company	Oil & Gas	81,889,532
KBS SOR 6565 6575 West Loop	Land/Improvements	39,173,621
Pin Oak North Parcres LL LLC	Land/Improvements	38,140,622
BRI 1833 6330 LLC	Land/Improvements	37,836,000
Centerpoint Energy Inc.	Electric Utility	31,186,932
SBC Communications	Utility	28,497,360
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,000,000
CHP Houston TX Hospital Land	Hospital	24,441,321
Pin Oak South Parcel LL LLC	Land/Improvements	19,781,055
Pin Oak North Parcres LL LLC	Land/Improvements	13,745,000
		<u>\$ 341,691,443</u>
Tax Levy @ \$0.3874/100		<u>\$ 1,323,713</u>
% of Total Levy		7.12%

\* Source: Municipal Advisory Council of Texas

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)



**CITY OF BELLAIRE  
HOUSING INFORMATION  
FY 2017**

**April**

**Houses, Townhomes & Vacant Lots for Sale \***

<u>Price Range</u>	
\$ 0 - \$ 250,000	-
\$ 250,001 - \$ 500,000	39
\$ 500,001 - \$ 750,000	27
\$ 750,001 - \$ 1,000,000	33
> \$ 1,000,000	111
<b>Total Units For Sale *</b>	<b>210</b>
<b>Total HCAD Residential Units/Lots **</b>	<b>6,199</b>

**For Sale as a % of Total Units** 3.39%

**Highest Listing Price - Home** \$ 3,295,000  
**Lowest Listing Price - TH/Lot** \$ 309,990

**Houses for Lease \*** 67

**Highest Lease/Month** \$ 7,000  
**Lowest Lease/Month** \$ 1,100

**Foreclosure History as of end of Quarter Reported by RealtyTrac**

	<u>Auction</u>	<u>Bank Owned</u>
At Quarter End 12-31-14	3	2
At Quarter End 03-31-15	4	2
At Quarter End 06-30-15	3	2
At Quarter End 09-30-15	2	2
At Quarter End 12-31-15	3	2
At Quarter End 03-31-16	2	2
At Quarter End 06-30-16	-	2
At Quarter End 09-30-16		2
At Quarter End 12-31-16	2	3
At Quarter End 03-31-17	3	2

**New Residential Construction**

<u>Fiscal Year</u>	<u>New Units</u>	<u>Dollar Value</u>	
		<u>Construction</u>	<u>Avg/Unit</u>
2007	169	85,632,703	506,702
2008	132	75,405,507	571,254
2009	49	26,026,889	531,161
2010	*** 64	34,682,458	541,913
2011	56	30,064,905	536,873
2012	*** 93	54,914,376	590,477
2013	*** 113	65,491,037	579,567
2014	125	78,420,596	627,365
2015	98	52,190,001	532,551
2016	73	44,585,564	610,761
2017	37	18,521,875	500,591

**Average Appraised Value (Tax Year 2016)** \$ 843,265

\* Source: realtor.com does not include for sale or lease by owner

\*\* Based on information provided by the Harris County Tax Assessor-Collector and the Harris County Appraisal District includes estimated values

\*\*\* Numbers revised based on system correction

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**CITY OF BELLAIRE**  
**SUMMARY OF SALES & MIXED BEVERAGE TAX**  
**FY 2015 - FY 2017**

<u>Payment</u>				
<u>Month</u>	<u>Period</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
<b><u>Sales Tax</u></b>				
Oct	Aug	\$ 168,534	\$ 153,643	\$ 153,452
Nov	Sep	204,637	236,498	179,528
Dec	Oct	187,620	196,711	177,498
Jan	Nov	168,955	253,578	203,388
Feb	Dec	289,944	253,419	232,674
Mar	Jan	175,468	176,377	174,240
Apr	Feb	168,824	171,712	169,626
May	Mar	201,769	210,865	201,758
Jun	Apr	174,538	172,229	
Jul	May	171,111	186,436	
Aug	Jun	230,014	266,791	
Sep	Jul	209,043	178,264	
<b>Sub-Total</b>		<u>\$ 2,350,457</u>	<u>\$ 2,456,522</u>	<u>\$ 1,492,166</u>
<b><u>Mixed Beverage</u></b>				
Oct	1st Qtr	5,493	6,012	4,668
Jan	2nd Qtr	6,053	5,238	4,408
Apr	3rd Qtr	5,839	5,570	
Jul	4th Qtr	6,004	5,970	
<b>Sub-Total</b>		<u>23,389</u>	<u>22,790</u>	<u>9,075</u>
<b>Total</b>		<u><u>\$ 2,373,846</u></u>	<u><u>\$ 2,479,312</u></u>	<u><u>\$ 1,501,241</u></u>

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**CITY OF BELLAIRE  
SUMMARY OF FRANCHISE FEES  
FY2015 - FY 2017**

	<b>Total <u>FY 2015</u></b>	<b>Total <u>FY 2016</u></b>	<b>YTD <u>FY 2017</u></b>
<b>Electric</b>	\$ 823,552	\$ 823,825	\$ 549,653
<b>Gas</b>	123,933	90,735	77,971
<b>Telephone</b>	115,691	114,371	78,631
<b>Cable</b>	<u>328,259</u>	<u>335,611</u>	<u>245,324</u>
<b>Total</b>	<b><u>\$ 1,391,435</u></b>	<b><u>\$ 1,364,542</u></b>	<b><u>\$ 951,580</u></b>

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)

**CITY OF BELLAIRE  
SUMMARY OF PURCHASE ORDERS  
FY 2017**

	Oct-16		Nov-16		Dec-16		1st Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	320	\$ 3,450,562	265	\$ 900,844	187	\$ 651,711	772	\$ 5,003,118
PO for \$5,000 - \$50,000	37	\$ 556,054	27	\$ 389,891	13	\$ 238,795	77	\$ 1,184,740
% of Total Purchase Orders	11.56%	16.11%	10.19%	43.28%	6.95%	36.64%	9.97%	23.68%
\$ 5,000 - \$ 25,000	33	\$ 406,163	23	\$ 263,797	10	\$ 130,723	66	\$ 800,683
\$ 25,001 - \$ 50,000	4	\$ 149,891	4	\$ 126,093	3	\$ 108,073	11	\$ 384,056
	Jan-17		Feb-17		Mar-17		2nd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	240	\$ 1,866,761	213	\$ 1,525,304	160	\$ 26,618,823	613	\$ 30,010,888
PO for \$5,000 - \$50,000	20	\$ 307,803	14	\$ 219,796	25	\$ 335,309	59	\$ 862,908
% of Total Purchase Orders	8.33%	16.49%	6.57%	14.41%	15.63%	1.26%	9.62%	2.88%
\$ 5,000 - \$ 25,000	17	\$ 188,053	11	\$ 109,676	19	\$ 213,785	47	\$ 511,514
\$ 25,001 - \$ 50,000	3	\$ 119,750	3	\$ 110,120	6	\$ 121,524	12	\$ 351,394
	Apr-17		May-17		Jun-17		3rd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	221	\$ 16,729,323	219	\$ 522,090	-	\$ -	440	\$ 17,251,412
PO for \$5,000 - \$50,000	18	\$ 299,120	15	\$ 342,390	-	\$ -	33	\$ 641,510
% of Total Purchase Orders	8.14%	1.79%	6.85%	65.58%	0.00%	0.00%	7.50%	3.72%
\$ 5,000 - \$ 25,000	14	\$ 145,081	10	\$ 165,848	-	\$ -	24	\$ 310,929
\$ 25,001 - \$ 50,000	4	\$ 154,039	5	\$ 176,543	-	\$ -	9	\$ 330,581
	Jul-17		Aug-17		Sep-17		4th Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	-	\$ -	-	\$ -	-	\$ -	-	\$ -
PO for \$5,000 - \$50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -

\* Purchases include bids, sole source, and cooperative purchasing.

Attachment: May 2017 Monthly Report (2168 : Monthly Financial Report for the Period Ending May 31, 2017)



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

MAY 15, 2017

Council Chamber and Council Conference Room  
5:30 PM

Regular Session

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

### REGULAR SESSION - 5:30 P.M.

#### A. Call to Order - Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 5:30 p.m. on Monday, May 15, 2017. The Regular Session was called to order in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

#### B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** announced that a quorum of the members of the City Council was present as set forth in the table below:

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were: Paul A. Hofmann, City Manager, and Tracy L. Dutton, City Clerk.

#### C. Board and Commission Interviews (Council Conference Room):

Interview, discussion, and evaluation of applicants interested in serving on one or more of the following City of Bellaire boards and commissions: Board of Adjustment, Building and Standards Commission, Cultural Arts Board, Environmental and Sustainability Board, Evelyn's Park Conservancy Board, L.I.F.E. Advisory Board, Parks and Recreation Advisory Board, and Planning and Zoning Commission - Submitted by Tracy L. Dutton, City Clerk, on behalf of the City Council.

**Mayor Friedberg** announced that the City Council would conduct interviews of applicants interested in serving as a member of a City board or commission in the Council Conference Room, as it was more conducive to the interview process. Members of the public were invited to accompany the City Council in the Conference Room, located directly behind the Council Chamber. Mayor Friedberg advised that at the conclusion of the interview process the City Council would return to the Council Chamber for the remainder of the Regular Session.

The following applicants interviewed with the City Council:

<b>Applicant</b>	<b>Area(s) of Interest</b>
Joel S. Dickinson	Planning and Zoning Commission
Christina Stone	Building and Standards Commission
Tania Campbell	Parks and Recreation Advisory Board and Environmental and Sustainability Board
Jeanne Parker	Cultural Arts Board
Bharat Raval	Board of Adjustment, L.I.F.E. Advisory Board and Environmental and Sustainability Board
George Owens	Planning and Zoning Commission, Parks and Recreation Advisory Board and Building and Standards Commission
Kjersti Aagaard	Planning and Zoning Commission
Brad Sondock	Planning and Zoning Commission, Evelyn's Park Conservancy Board, Parks and Recreation Advisory Board, Building and Standards Commission and Cultural Arts Board

At the conclusion of the interviews and discussion, members of City Council returned to the Council Chamber for the remainder of the Regular Session at 7:37 p.m. on Monday, May 15, 2017.

**D. Inspirational Reading and/or Invocation - Andrew S. Friedberg, Mayor.**

**Mayor Friedberg** provided the inspirational reading for the evening.

**E. Pledges of Allegiance - Andrew S. Friedberg, Mayor.**

**Mayor Friedberg** led the members of the City Council and audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**F. Recognition of Proclamations:**

1. Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming the week of May 21-27, 2017, as "Emergency Services Week" in the City of Bellaire, Texas, in recognition of the value and accomplishments of emergency medical services providers - Requested by Darryl Anderson, Fire Chief.

**Mayor Friedberg** read a proclamation he issued proclaiming the week of May 21-27, 2017, as "Emergency Medical Services Week" in the City of Bellaire, Texas.

The proclamation was accepted by **Darryl Anderson, Fire Chief**, on behalf of the Bellaire Fire Department's Emergency Medical Services Division.

2. Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming the week of May 21-27, 2017, as "Public Works Week" in the City of Bellaire, Texas, in recognition and appreciation of the services provided by Public Works Professionals - Requested by Michael Leech, Director of Public Works.

**Mayor Friedberg** read the proclamation he issued proclaiming the week of May 21-27, 2017, as "Public Works Week" in the City of Bellaire, Texas.

The proclamation was accepted by **Michael Leech, Director of Public Works; Shawn Cox, Administrative Services Manager for Public Works; Sean Fields, Public Works Crew Leader, Streets Division; Horace Gulley, Public Works Crew Leader, Streets Division; and Tyler Batiste, Public Works Laborer, Streets Division.**

#### **G. Personal/Audience Comments.**

**Mayor Friedberg** provided an overview of the City Council's rules related to the Personal/Audience Comments section of the agenda. He noted that public comment on agenda item I.2.d., regarding proposed amendments related to regulating pawnshops, head shops and sexually oriented businesses, was closed after a public hearing held on the matter on May 1, 2017.

#### **Carlos Aguilar:**

Mr. Aguilar indicated that the City's ordinance banning dogs in City parks and on playgrounds was an amenity that had made living in Bellaire much nicer. He indicated that the ordinance was well thought out and made good sense, in his opinion.

Mr. Aguilar referenced the special area that the City had created for pet owners known as the "Officer Lucy Dog Park" in Lafayette Park and suggested that enforcement of the City's ordinance with revenue for fines of up to \$500 could be used to improve Officer Lucy Dog Park.

#### **Susan Downs:**

Ms. Downs stated that she believed dogs should be allowed in the City's parks. She referenced a survey on "Nextdoor Bellaire" (private social network for neighborhoods) regarding whether or not to allow dogs in parks. Of the 180 responses to the survey, 55% liked the City's ordinance prohibiting dogs in parks, and 45% did not like the ordinance.

#### **Stephen Hanrahan:**

Mr. Hanrahan addressed City Council and expressed his displeasure with an action taken by the City Council resulting in the leasing of a City right-of-way, described by Mr. Hanrahan as a green island of grass and trees, to a commercial developer.

In his opinion, the City was less than transparent in its failure to notify nearby residences of this change in land use.

#### **Jill Schroeder:**

Ms. Schroeder addressed City Council and indicated that her son was the child that was bitten the previous week by a dog identified as a Pit Bull breed. Ms. Schroeder relayed the fear, trauma, pain, and expense that she and her son experienced as a result of the incident.

She closed by urging members of City Council to keep and enforce the ordinance prohibiting dogs in parks.

**Kevin Newman:**

Mr. Newman addressed City Council regarding the Senior Department and pedestrian access to Evelyn's Park. With respect to the Senior Department, Mr. Newman urged City Council to include funding in the FY 2018 budget to rebuild the Senior Department, as well as to enhance its appeal to younger, active adults.

Mr. Newman also encouraged City Council install to a crosswalk to the south side of Newcastle Drive north of Camellia Street as a closer and safer alternative for pedestrians to access Evelyn's Park. He also inquired as to the reason that public streets abutting Evelyn's Park were closed with cones and caution tape.

In closing, Mr. Newman stated that the City was anti-business, in his opinion, and urged City Council to help the property owners at 4301 Bellaire Boulevard with their zoning request.

**Jane McNeel:**

Ms. McNeel presented a petition to members of the City Council from the residents of the 5100-5200 blocks of Locust Street to undertake a traffic study during the closure of the Bellaire H-E-B grocery store for the purpose of establishing a baseline. A second traffic study was also requested to be performed six months after the H-E-B store opening for comparison to the baseline.

It was noted that Locust Street residents were concerned with cut-through traffic and its effect on children, walkers, and pets, especially since Locust Street had no sidewalks. Ms. McNeel also noted that dump trucks and cement trucks were currently using Locust Street and asked City Council to address the use of heavy trucks on residential streets.

**Alan Winters:**

Mr. Winters addressed City Council and urged them not to consider allowing dogs in City parks. Reference was made to the fear some people had of dogs and the nuisance of barking dogs. He indicated that dogs could damage the native plants in Evelyn's Park and that food and dogs did not mix, in his opinion.

**Barbara Jerige:**

Ms. Jerige addressed City Council regarding the City's option for pedestrian safety improvements in the Evelyn's Park area. Reference was made to a proposed sidewalk on the City's easement which would direct pedestrian traffic beside her home and into trees behind the homes of residents on Camellia Lane.

Ms. Jerige cited her opinion that directing pedestrian traffic over sidewalks and across driveways could result in safety hazards as cars were backing down the driveways. The cost of the proposed sidewalk was also mentioned.

**Andrew Jerige:**

Mr. Jerige addressed City Council regarding Evelyn's Park issues in general. He mentioned safety and parking issues, blocked views, and patrons of Evelyn's Park



climbing the chain link fence abutting the Camellia Lane fences and entering the backyards of residents. He urged City Council to install a wall between Evelyn's Park and Camellia Lane for the safety and security of the residents.

Also of concern to Mr. Jerige was the aesthetics of vegetation growing between the Evelyn's Park chain link fence and the fences of residents on Camellia Lane, as well as the close proximity of an electrical box to his residence.

**Patrick Phelps:**

Mr. Phelps addressed City Council and indicated that he was in favor of letting dogs into City parks. He indicated that the City should place a great deal of responsibility on the owner, and noted that the City's current policy prohibiting dogs was not enforced, in his opinion. Mr. Phelps suggested that the City encourage residents not to let their dogs interact with people.

**Lynn McBee:**

Ms. McBee addressed City Council and expressed her concern that zoning regulations were totally ignored when the City constructed something, such as Evelyn's Park.

Ms. McBee referenced the City's Charter and the residents' right of referendum and initiative. She urged residents to follow the requirements of the Charter and submit their petition(s) to the City Clerk well before the month of August in order to be placed on the City's November ballot. She also encouraged residents to run for City Council.

In closing, Ms. McBee advised that each member of City Council, with the power to vote, cast the public's future; however, residents cast the future of City Council. She urged City Council to do what the residents wanted, which was to let them determine their rights.

**Written Comments:**

**Mayor Friedberg** indicated that written comments had been received from two residents, **Brenda Cauthen** and **Stephanie Goldfield**, both of whom were in favor of a calling a public hearing on whether or not to allow dogs in City parks.

**H. Reports and Presentations:**

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

**Paul A. Hofmann, City Manager**, presented the City Manager's Report dated May 15, 2017, to members of the City Council.

At the completion of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Presentation of the FY 2017 Second Quarter Report for the City of Bellaire, Texas - Submitted by Terrence Beaman, Chief Financial Officer.

**Terrence Beaman, Chief Financial Officer**, presented the FY 2017 Second Quarter Report for the City of Bellaire, Texas, to members of City Council.

At the end of Chief Financial Officer Beaman's presentation, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the FY 2017 Second Quarter Report was concluded and continued to the next item of business on the agenda.

## **I. New Business:**

### **1. Adoption of Minutes:**

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, April 3, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Apr 3, 2017 7:00 PM

**Mayor Friedberg** asked if any member of City Council wished to make any corrections to the minutes of the April 3, 2017, Regular Session. Hearing none, Mayor Friedberg announced that the minutes were adopted, as presented, by general consent.

### **2. Adoption of Ordinance(s)/Resolution(s):**

Before continuing to the next agenda item, **Mayor Friedberg** advised that related items I.2.a. (ordinance) and I.2.b. (resolution) were inadvertently presented on the agenda in reverse order, and that Council would need to take up the resolution first, before considering the ordinance. Mayor Friedberg then recognized **Terrence Beaman, Chief Financial Officer**, to introduce item I.2.b. Following action in item I.2.b., the City Council returned to item I.2.a.

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor - Submitted by Terrence Beaman, Chief Financial Officer.

#### **Motion:**

**To adopt the ordinance as presented, denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor.**

**{Moved by Trisha S. Pollard, Council Member, and seconded by Michael Fife, Council Member}**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

- b. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, to join with the City of Houston, Texas in a coalition of cities interested in the conduct of the proceedings regarding the filing by CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston"), of an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") with the Public Utility Commission of Texas ("Commission") under Docket No. 47032 and to authorize the coalition to intervene on behalf of the participating municipalities - Submitted by Terrence Beaman, Chief Financial Officer.

**Chief Financial Officer Beaman** introduced the agenda item before City Council which would allow the City of Bellaire to join a coalition of cities, led by the City of Houston, Texas, to intervene on behalf of the cities, with respect to the application filed by CenterPoint Energy Houston Electric, LLC, with the Public Utility Commission of Texas to amend its Distribution Cost Recovery Factor. Chief Financial Officer Beaman noted the cities of West University Place and Pasadena had also joined the coalition.

**Motion:**

**To adopt the resolution as presented, to join with the City of Houston, Texas, in a coalition of cities to intervene in the Distribution Cost Recovery Factor proceedings before the Public Utility Commission of Texas.**

**{Moved by Trisha S. Pollard, Council Member, and Michael Fife, Council Member}**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

- c. 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, for and on behalf of the City of Bellaire, Texas, an Interlocal Agreement for Use of Library Services with Harris County, Texas, for the purpose of allowing the City of Bellaire Library and Harris County Public Library to provide reciprocal access to and lending of materials in their library collections – Submitted by Mary Cohrs, Director of Library.

**Mary Cohrs, Director of Library**, introduced the agenda item to members of City Council. She noted that the Interlocal Agreement under consideration formalized the City's delivery arrangement with Harris County, which enhanced library services by providing residents with a wider range of materials.

**Motion:**

**To adopt the ordinance as presented, authorizing execution of an Interlocal Agreement for Use of Library Services with Harris County, Texas.**

**{Moved by Pat B. McLaughlan, Council Member, and seconded by David R. Montague, Council Member}**

**Note:** Council Member Trisha S. Pollard stepped away from the Council dais temporarily and did not participate in the vote on this agenda item.

<b>RESULT:</b>	<b>ADOPTED [6 TO 0]</b>
<b>MOVER:</b>	Pat B. McLaughlan, Council Member
<b>SECONDER:</b>	David R. Montague, Council Member
<b>AYES:</b>	Friedberg, Reed, Pappas, McLaughlan, Fife, Montague
<b>AWAY:</b>	Pollard

- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending the Code of Ordinances of the City of Bellaire, Texas, Chapter 24, Planning and Zoning, Article II, Definitions and Interpretations, by adding a new definition related to head shops; Article V, Zoning Regulations, Division 1, Zoning Districts and Regulations of General Applicability, by adding a new section related to pawnshops; Article V, Zoning Regulations, Division 2, Zoning District Regulations, by restricting where head shops may be located; and Article XI, Sexually oriented businesses, by amending a definition related to sexually oriented businesses; for the purpose of further regulating pawnshops, head shops, and sexually oriented businesses - Submitted by John McDonald, Director of Development Services.

**Motion:**

**To adopt the ordinance as presented, amending Chapter 24 of the Code of Ordinances for the purpose of further regulating pawnshops, head shops, and sexually oriented businesses.**

**{Moved by Trisha S. Pollard, Council Member, and seconded jointly by Michael Fife, Council Member, and Roman F. Reed, Mayor Pro Tem}**

**Mayor Friedberg** opened the floor for discussion and deliberation regarding the zoning amendments before City Council. Following discussion and recognition of Council Member Pollard for bringing the issue forward, Mayor Friedberg thanked the Planning and Zoning Commission for their review and then called for action on the motion.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Roman F. Reed, Michael Fife
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

### 3. Item for Individual Consideration:

- a. Consideration of and possible action on options for pedestrian safety improvements in the Evelyn's Park area - Requested by Roman F. Reed, Mayor Pro Tem and submitted by Michael Leech, Director of Public Works.

**Mayor Friedberg** advised that this item was on tonight's Agenda, and that City Staff had prepared a presentation and recommendation, at Council's request at its Regular Session of May 1, 2017.

**Michael Leech, Director of Public Works**, provided an overview of issues and suggested improvements related to pedestrian access to Evelyn's Park. Improvements were presented in phases, with Phase 1 consisting of a crosswalk from the Newcastle Trail to the north side of Camellia Lane and a sidewalk along Newcastle Drive south of Camellia Lane into Evelyn's Park.

Director Leech advised that the cost estimate for Phase 1 was \$39,165.00, which included engineering design, a five-foot sidewalk, a ramp, pavement markings and signage, and irrigation and plant material. Future phases included a crosswalk from Newcastle Trail to Acacia Street, a sidewalk extension south of the entrance to the parking lot, and parking lot signage.

#### **Motion:**

**To approve Phase 1 of the proposed pedestrian safety improvements for Evelyn's Park.**

**{Moved by Trisha S. Pollard, Council Member, and seconded by Pat B. McLaughlan, Council Member}**

**Mayor Friedberg** opened the floor for questions of Director Leech, as well as deliberation and discussion.

Following questions, deliberation and discussion, a motion to postpone was offered.

#### **Motion to Postpone:**

**To postpone action on recommendations for pedestrian safety improvements at Evelyn's Park until the City Council Regular Session scheduled on June 5, 2017.**

**{Moved by Gus E. Pappas, Council Member, and seconded by Andrew S. Friedberg, Mayor}**

Discussion ensued among members of City Council regarding the motion to postpone. **Council Member David R. Montague suggested allowing additional time for staff to review the pedestrian safety**

**improvements and suggested postponing action until June 19, 2017.**

Following discussion, **Mayor Friedberg** asked if there was any objection to amending the motion to postpone, by setting the date for postponement to be June 19th as opposed to June 5th. Mayor Pro Tem Reed and Councilman McLaughlan indicated that they were opposed to postponing action until June 19th. Given those objections, Mayor Friedberg offered and called for a vote on a formal amendment to the motion to postpone.

**Amendment to Motion to Postpone:**

**To amend the motion to postpone, by setting the date for postponement to be June 19th as opposed to June 5th.**

**{Moved by Andrew S. Friedberg, Mayor, and seconded jointly by Council Members Gus E. Pappas and David R. Montague}**

**Action on Amendment to Motion to Postpone:**

<b>RESULT:</b>	<b>ADOPTED [4 TO 3]</b>
<b>MOVER:</b>	Andrew S. Friedberg, Mayor
<b>SECONDEES:</b>	Gus E. Pappas, Council Member and David R. Montague, Council Member
<b>AYES:</b>	Friedberg, Pappas, Fife, Montague
<b>NAYS:</b>	Reed, Pollard, McLaughlan
<b>ABSENT:</b>	None

Following action on the amendment, **Mayor Friedberg** called for action on the Motion to Postpone, as amended.

**Action on Motion to Postpone, as Amended:**

<b>RESULT:</b>	<b>ADOPTED [4 TO 3]</b>
<b>MOVER:</b>	Gus E. Pappas, Council Member
<b>SECONDER:</b>	Andrew S. Friedberg, Mayor
<b>AYES:</b>	Friedberg, Pappas, Fife, Montague
<b>NAYS:</b>	Reed, Pollard, McLaughlan
<b>ABSENT:</b>	None

- b. Consideration of and possible action to call a public hearing before the City Council of the City of Bellaire, Texas, for the purpose of obtaining public input on whether the Code of Ordinances of the City of Bellaire, Texas, should be modified to allow pets in parks - Requested by Roman F. Reed, Mayor Pro Tem.

**Motion:**

**To call a public hearing before the City Council for the purpose of obtaining public input on whether the City Code should be modified to allow pets in parks.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Pat B.**

**McLaughlan, Council Member}**

**Mayor Friedberg** opened the floor for discussion and deliberation, recognizing Mayor Pro Tem Roman F. Reed first as the mover of the motion. Following discussion and deliberation, Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>FAILED [2 TO 5]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Pat B. McLaughlan, Council Member
<b>AYES:</b>	Reed, McLaughlan
<b>NAYS:</b>	Friedberg, Pollard, Pappas, Fife, Montague

**J. Community Interest Items from the Mayor and Council.**

Community interest items from the Mayor and City Council included an expression of congratulations to former Bellaire Council Member Debra Davison on her election as Mayor of the City of Manvel; an expression of congratulations to Fire Chief Darryl Anderson and his staff on receiving a good ISO fire protection rating; thanks to City Staff for a successful Groundbreaking Ceremony for the new municipal facilities; thanks to The Nature Discovery Center for a wonderful event to celebrate their recent renovations; congratulations to Chief Financial Officer Terrence Beaman, Assistant Director of Finance Jim Harrison, City Manager Paul A. Hofmann and Assistant City Manager Diane K. White on the receipt of the Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA); and thanks to the Environmental and Sustainability Board and Public Works Staff for the recent successful recycling event held in Bellaire.

**K. Adjourn.**

**Mayor Friedberg** announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 10:47 p.m. on Monday, May 15, 2017.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# **BOARDS AND COMMISSIONS APPLICANTS**

**May-June 2017**

**Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)**





## **BOARDS AND COMMISSIONS APPLICANTS**

**Joel S. Dickinson**

**Tracy Dutton**

**From:** noreply@civicplus.com  
**Sent:** Wednesday, May 03, 2017 9:18 AM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Application to Serve on a City Board or Commission**

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

**THIS INFORMATION WILL BECOME PUBLIC RECORD.**

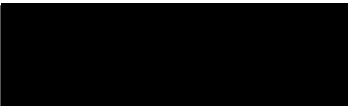



Click on the link to review the City's Board Handbook. [Click Here for Board Handbook](#)

Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

**Personal Information**

Select from the following choices

- |   |  |
|---|--|
| <input type="checkbox"/> Audit Finance Board                  | <input type="checkbox"/> L.I.F.E. Advisory Board                 |
| <input type="checkbox"/> Board of Adjustment                  | <input type="checkbox"/> Parks & Recreation                      |
| <input type="checkbox"/> Building and Standards Commission    | <input type="checkbox"/> Advisory Board                          |
| <input type="checkbox"/> Cultural Arts Board                  | <input checked="" type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Environmental & Sustainability Board | <input type="checkbox"/> Evelyn's Park Conservancy Board         |

Name\* Joel S. Dickinson  
 Home Address\*   
 Contact Number\*   
 Business Phone Number\*   
 Occupation\* Owner Auntie Pasto's restaurant  
 Email Address\*   
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\* 5  
 Are you a registered voter in a Bellaire Precinct? [No \/  
 Are you 18 or older? Yes  
 First Time Appointment? [Yes \/  
 Reappointment, if so name of Board.\* not a reappointment

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.\*

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.\*

I am the owner of Auntie Pasto's on Bellaire Blvd. I have done business in Bellaire for over 20 years. I have seen development and lack of development, due to different forces and I think Bellaire could use some fresh thought. I have also dealt with commercial developers for over 35 years doing commercial retail deals. I have seen both sides of development; developers that couldn't care less about the community and developers that put community first. I think I could bring a fresh, progressive perspective to the board without forgetting about how wonderful our small city is.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.\*

Our store supports so many causes, from providing meals to the local schools (Condit, Pin Oak, Corpus Christie, etc..) to participating personally in other local events such as the Bellaire Truck Pull and local fundraising activities. I also volunteer at my daughter's school and her outside cheer leading activities.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?\*

( ) Yes

(X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)\*

(X) Yes

( ) No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Not a reappointment.

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

I think that Bellaire residents know that Bellaire needs modernization yet they don't want to give up their small town feel. I feel as though a few new fresh faces on the board could figure out how to move forward with redeveloping older, underutilized areas without crucially affecting existing properties.

*The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application*

Name\* Date\*  
Joel S. 05/03/2017  
Dickinson

Indicate your Board selection(s) by Planning and Zoning

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.\***

\*By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing\*

\* indicates required fields.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## **BOARDS AND COMMISSIONS APPLICANTS**

**Christina Stone**

**Tracy Dutton**

**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 28, 2017 9:27 AM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Application to Serve on a City Board or Commission**

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

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Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

**Personal Information**

Select from the following choices

- |   |  |
|---|--|
| <input type="checkbox"/> Audit Finance Board                          | <input type="checkbox"/> L.I.F.E. Advisory Board           |
| <input type="checkbox"/> Board of Adjustment                          | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input checked="" type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission      |
| <input type="checkbox"/> Cultural Arts Board                          | <input type="checkbox"/> Evelyn's Park Conservancy Board   |
| <input type="checkbox"/> Environmental & Sustainability Board         |  |

Name\* Christina Stone

Home Address\*

Contact Number\*

Business Phone Number\*

Occupation\*

Email Address\*

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\*

Are you a registered voter in a Bellaire Precinct? [Yes \ /]

Are you 18 or older?\* yes

First Time Appointment?\* [No \ /]

Reappointment, if so name of Board.\*  
 Have you ever attended a meeting of  
 the Board to which you seek  
 appointment? If so, indicate which  
 one(s). If applying for Audit Finance  
 Board you must be a resident with  
 financial and/or audit experience.  
 Attach Resume with Application.\*

Charter Commission, City Council  
 No

Please write a brief summary of your qualifications for  
 service on this Board, Commission, or Committee.\*

I practice law in the area of construction law. I represent  
 general contractors and subcontractors and have been doing  
 so for 35 years. I know a lot about construction and building  
 codes. I am a member, served of the boards of, and have  
 been president of Associated Builders and Contractors of  
 Greater Houston and the Women Contractors Association. I  
 have been a resident of Bellaire for 35 years and have taken  
 a lot of interest in the operation of the City.

Briefly describe previous community  
 activities associated with the City of  
 Bellaire, as well as any outside civic,  
 charitable, and other community work.\*

Served on Bellaire City Council from 1987 to 1988. I  
 served on the Charter Commission about 5 years ago.  
 I am very active in Bellaire Methodist Church and  
 currently serve on the Board of Trustees of the church.  
 I have served on many committees and as Chair of the  
 Administrative Board for 3 years. I was the president  
 of Associated Builders and Contractors of Greater  
 Houston and the Women Contractors Association and  
 am still active in those organizations. I donated my  
 legal service to the (then) Friends of Bellaire Parks in  
 the purchase of Russ Pitman Park.

( ) Yes

(X) No

Do you anticipate any conflicts of  
 interest arising in connection with your  
 service on the selected Board?\*

If you answered yes and a conflict of  
 interest did arise, how would you  
 propose to resolve it?

Do you understand the time  
 commitment on this Board,  
 Commission, or Committee for  
 meetings as well as preparation prior  
 to meetings? (As a reference, previous  
 Board and Commission members have  
 stated their time commitment ranged,  
 on an average, from 2 to 6 hours per  
 month.)\*

(X) Yes

( ) No

Please complete the following only if you are applying for  
 reappointment to a particular Board, Commission, or  
 Committee. Do you have any thoughts regarding the  
 responsibilities of and/or recent actions by your Board,  
 Commission, or Committee?

I understand that the Building and Standards Commission  
 reviews decisions of City officials and makes advisory  
 decisions regarding local codes, statutes, and other rules that  
 affect buildings. I am prepared to help make those decisions.  
 I have served on so many boards and committees, I feel that  
 I know how such committees act. I appreciate the members  
 should be collegial and should defer to the will of the group  
 even if they disagree. I also believe that all members should  
 attend every meeting if it is at all possible, and should study



**information before the meeting.**

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

*The City of Bellaire appreciates your commitment and willingness to serve.*

*Thank you for taking the time to complete this application*

I am not aware of any way that this commission has not been effective. My only response would be my opinion stated in the last answer.

**Name\*      Date\***

**Christina 3/28/2017**

**Stone**

**Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.\***

**Building and Standards Commission - 1**

\*By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing\*

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





## **BOARDS AND COMMISSIONS APPLICANTS**

**Tania Campbell**

**Tracy Dutton**

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 31, 2017 12:16 PM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Application to Serve on a City Board or Commission**

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

**THIS INFORMATION WILL BECOME PUBLIC RECORD.**

[Click on the link to review the City's Board Handbook.](#) [Click Here for Board Handbook](#)

Click on the link for an summary of all  
 Bellaire Boards, Commissions, and  
 Committees.

**Personal Information****Select from the following choices**

- |  |   |
|--|---|
| <input type="checkbox"/> Audit Finance Board                             | <input type="checkbox"/> L.I.F.E. Advisory Board                      |
| <input type="checkbox"/> Board of Adjustment                             |   |
| <input type="checkbox"/> Building and Standards Commission               | <input checked="" type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Cultural Arts Board                             | <input type="checkbox"/> Planning & Zoning Commission                 |
| <input checked="" type="checkbox"/> Environmental & Sustainability Board | <input type="checkbox"/> Evelyn's Park Conservancy Board              |

**Name\***

Tania Campbell

**Home Address\*****Contact Number\*****Business Phone Number\*****Occupation\***

Reservoir Management Team lead

**Email Address\***

**Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\***

7

**Are you a registered voter in a Bellaire Precinct?\***

[Yes \ /]

**Are you 18 or older?\***

yes

**First Time Appointment?\***

[Yes \ /]

Reappointment, if so name of Board.\* n/a  
 Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.\*

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.\*

I'm interested in better serving our community, and I think I will bring a fresh perspective to the board, as a full time working mom of 2 children, and where our entire family uses parks & public green spaces every weekend. My family and I love being outdoors, and I would like to be more involved in the advisory role of how Bellaire can be more connected with families and vice versa. I'm currently a team lead and work closely with a diverse group of engineers and geologists (my previous 10+ years I was a geologist). I have a love for outdoors, and really enjoy seeing such great events like the Tents in Town & Evelyn's Park enriching our community lives.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.\*

I've been a girl scout troop leader for the past 3 years for elementary age girls. I've coached youth mixed basketball at YMCA, and soccer at Houston Express rec. I communicate well with all ages. I have also volunteered teaching STEM (geology) at local schools & the Houston Museum of Natural Science.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?\*

( ) Yes

(X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)\*

(X) Yes

( ) No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

I hope the board is open to new ideas. I would keep an open mind and stick to the agenda and make sure we deliver what we say we promise.

*The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application*

Name\* Date\*  
 Tania 1/31/17  
 Campbell

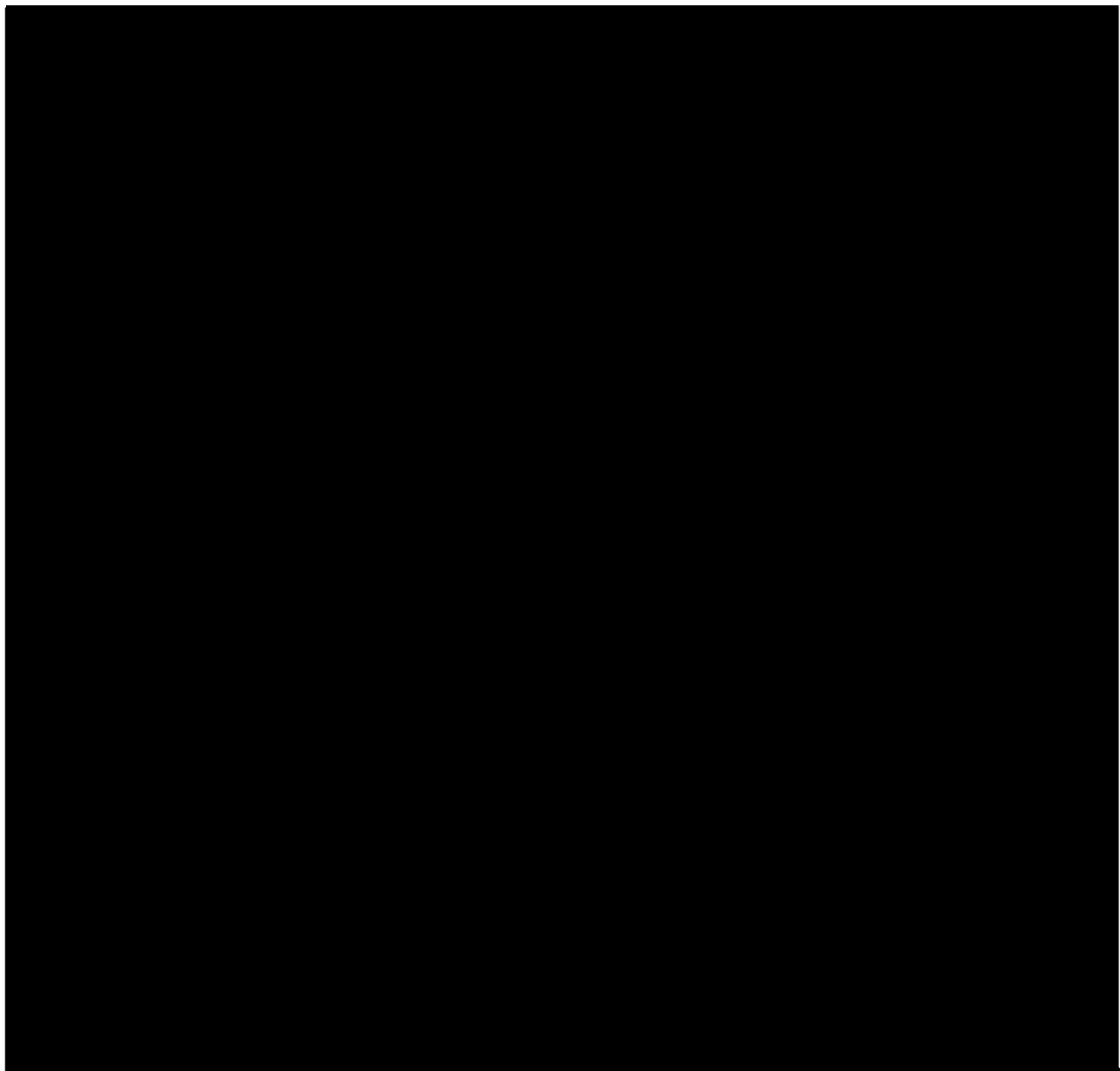
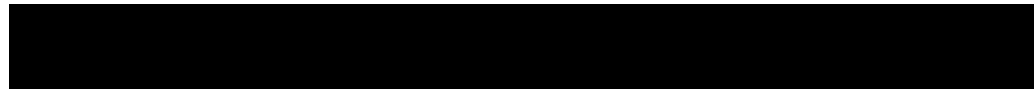
Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most

1 = Parks & Rec Board 2 = Environmental & Sustainability Board

**preferred)here. There is no need to mark more than "1" if you're not interested in another Board.:**

\*By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing\*

\* indicates required fields.



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

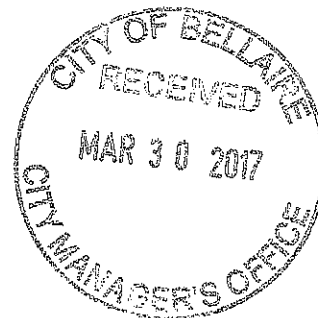


## **BOARDS AND COMMISSIONS APPLICANTS**

**Bharat Raval**

# City of Bellaire

## Application for Board, Commission, and Committee Appointment



**Instructions:** Please type or print using black ink.

**Board/Commission/Committee** (indicate selection(s) by marking each with "1" or "2" or "3" in rank order of your preference (1 = most preferred).

<input checked="" type="checkbox"/> 1 Board of Adjustment	<input checked="" type="checkbox"/> 3 Environmental and Sustainability Board	<input type="checkbox"/> Evelyn's Park Conservancy Board
<input type="checkbox"/> Building & Standards Commission	<input checked="" type="checkbox"/> 2 L.I.F.E. Advisory Board	<input type="checkbox"/> Audit Finance Board
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Cultural Arts Board	<input type="checkbox"/> Ad Hoc Committee (if applicable)
<input type="checkbox"/> Parks and Recreation Advisory Board		

Name: Bharat Raval

Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Occupation: Radiologist MD

Number of Years in Bellaire: 22 \*

\*Must be a resident for at least six (6) months before appointment date. If applying for Audit Finance Board, you must be a resident with financial and/or audit experience. Please attach resume with application.

Are you a registered voter in a Bellaire precinct? Yes  
Yes or No

Are you 18 years of age or older? Yes  
Yes or No

First Time Appointment? Yes  
Yes or No

If No, indicate the name(s) of board(s), commission(s), committee(s) and time period of previous service: \_\_\_\_\_

Have you ever attended a meeting of the board(s), commission(s), or committee(s) to which you seek appointment?

Yes: Board of Adjustment  
 Yes or No Name(s) of board(s), commission(s), or committee(s)

Please write a brief summary of your qualifications for service on the board, commission, and/or committee to which you seek appointment.

1. I have watched the Board of Adjustment meetings on City website for 2016 and Jan 2017.
  2. My first introduction to City building codes and restrictions were when we built our house in 1994-95.
- Since then I have come to appreciate the importance and practical implications of these for the citizens of Bellaire. I wish to play a role in advancing this goal.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.

Parent volunteer for Boy Scouts  
 Volunteer at Chinmaya Mission, Houston.

Do you anticipate any conflicts of interest arising on connection with your service on the selected board(s), commission(s) or committee(s)? No  
 Yes or No or Possibly

If you answered yes or possibly and a conflict of interest did arise, how would you propose to resolve it?

1. Seek advice from appropriate sources
2. Recluse myself if appropriate

Do you understand the time commitment required on this board, commission, and/or committee for meetings as well as preparation prior to meetings? (As a reference, previous board, commission, and committee members have stated that their time commitment ranged, on average, from two to six hours per month.)



Yes



No

Please complete the following only if you are applying for reappointment to a particular board, commission, or committee.

Do you have any thoughts regarding the responsibilities of and/or recent actions by your board, commission, or committee?

Do you have any ideas on how the effectiveness of your board, commission, or committee can be improved?

The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application.

Signature

  
Bharat Raval

Printed Name

Date: 3/30/2017

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





## **BOARDS AND COMMISSIONS APPLICANTS**

**George Owens**

**Tracy Dutton**

**From:** noreply@civicplus.com  
**Sent:** Friday, March 31, 2017 11:26 AM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Application to Serve on a City Board or Commission**

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

**THIS INFORMATION WILL BECOME PUBLIC RECORD.**

[Click on the link to review the City's Board Handbook.](#)

[Click Here for Board Handbook](#)

[Click on the link for an summary of all Bellaire Boards, Commissions, and Committees.](#)

[Summary](#)

**Personal Information**

Select from the following choices

- |   |   |
|---|---|
| <input type="checkbox"/> Audit Finance Board                          | <input type="checkbox"/> L.I.F.E. Advisory Board                      |
| <input type="checkbox"/> Board of Adjustment                          |   |
| <input checked="" type="checkbox"/> Building and Standards Commission | <input checked="" type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Cultural Arts Board                          | <input checked="" type="checkbox"/> Planning & Zoning Commission      |
| <input type="checkbox"/> Environmental & Sustainability Board         | <input type="checkbox"/> Evelyn's Park Conservancy Board              |

George Owens

Name\*

Home Address\*

Contact Number\*

Business Phone Number\*

Occupation\*

Managing Director, Service Corporation International

Email Address\*

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\*

1.5

Are you a registered voter in a Bellaire Precinct?\*

[Yes \/]

Are you 18 or older?\*

Yes

First Time Appointment?\*

[Yes \/]

Reappointment, if so name of Board.\* NA  
 Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.\* No

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.\*

While we are relatively new to Bellaire, I feel deeply invested in the quality of life in our city. I feel I have the aptitude, interest and experience to provide intelligent recommendations as to the development of our community. I have almost 25 years of experience in market research and marketing and understand the desire for the careful balance between a strategic plan for our community and the desire for growth and development.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.\*

While new to Bellaire, In my former community I served as a Cub and Boy Scout leader, coached numerous athletic teams and served as a religious school teacher and board member including a term as board president. Here in our new community we have worked to support various causes as we get to know our new neighbors.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?\*

( ) Yes (X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)\*

(X) Yes ( ) No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

*The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application*

Name\* Date\*  
 George 3/31/17  
 Owens

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.\*

1. Planning and Zoning 2. Parks and Recreation 3. Building and Standards

\*By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if



## **BOARDS AND COMMISSIONS APPLICANTS**

**Kjersti Aagaard**

**Tracy Dutton**

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 13, 2017 4:13 PM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Application to Serve on a City Board or Commission**

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

**THIS INFORMATION WILL BECOME PUBLIC RECORD.**

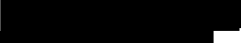
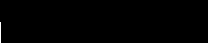


Click on the link to review the City's Board Handbook. [Click Here for Board Handbook](#)

Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

**Personal Information**

Select from the following choices

- |   |  |
|---|--|
| <input type="checkbox"/> Audit Finance Board                  | <input type="checkbox"/> L.I.F.E. Advisory Board                 |
| <input type="checkbox"/> Board of Adjustment                  | <input type="checkbox"/> Parks & Recreation Advisory Board       |
| <input type="checkbox"/> Building and Standards Commission    | <input checked="" type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Cultural Arts Board                  | <input type="checkbox"/> Evelyn's Park Conservancy Board         |
| <input type="checkbox"/> Environmental & Sustainability Board |  |

Name\* Kjersti Aagaard  
 Home Address\*   
 Contact Number\*   
 Business Phone Number\*   
 Occupation\* physician and scientist  
 Email Address\*   
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\* 10  
 Are you a registered voter in a Bellaire Precinct? [Yes \ /]  
 Are you 18 or older?\* yes  
 First Time Appointment?\* [Yes V]

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Reappointment, if so name of Board.\* not applicable  
 Have you ever attended a meeting of only the general meetings  
 the Board to which you seek  
 appointment? If so, indicate which  
 one(s). If applying for Audit Finance  
 Board you must be a resident with  
 financial and/or audit experience.  
 Attach Resume with Application.\*

Please write a brief summary of your qualifications for  
 service on this Board, Commission, or Committee.\*

I attended my first planning and zoning commission meeting in Bothell, Washington (a small town just outside of Seattle) when I was about 1 month old. I have spent the subsequent 49 years learning about community growth and development from my mother and (since his retirement) my father. In other words, while I have no real experience, I have a high degree of exposure and have reached the stage of my life where I have the time and commitment to learn about community planning and zoning in my own hometown of Bellaire, TX. It was not an easy effort for Baylor College of Medicine to recruit me nearly 10 years ago. I am a "West Coast gal", and leaving the mountains and oceans of my youth and early adult life took a special institution in a wonderful place. However, I have come to love Bellaire Texas, and now cannot imagine "home" being anywhere else. What drew me to Bellaire was the sense of friendly and caring community which I have enjoyed as both space and place. As my kids have grown, my volunteer activities have progressed from the Condit PTA and Science Box, to the Pin Oak PTA, Bellaire Little League, Bellaire Boosters club, and more school and youth committees than I could ever imagine. I serve as an election official at the local precinct, and continue to share whatever time and talents asked to youth sports even as my own kids have gone onto the NCAA to play. My youngest learned to ride her bike on the 3rd street sidewalks, my kids are or once were lifeguards at the Bellaire pool, and we walk our pups every morning and every night under the Bellaire magnificent oaks. I bike to the med center at least twice a week, enjoying the quiet in the mornings and evenings as I leave our Bellaire neighborhood and again when I return. When we wanted a bigger lot and slightly larger home, we sold our beloved 3rd street house and moved 6 blocks north to Elm, after having looked for three years in other communities and finding nothing compared to Bellaire. In a nutshell, Bellaire is my hometown and I want to now give back to the community which I have come to love. So why the planning and zoning commission? What makes Bellaire wonderful is the place and space I described above. I am passionate about both preserving and expanding in a wise and prudent fashion, so that generations to come can similarly enjoy Bellaire. Why me? While I have been on the planning and zoning sidelines for a long while, I am a quick learner and enjoy public policy. In my position as a chief operating officer of a network of Baylor clinics, I have become adept at both adaptive and cooperative policy. I work very well on committees and boards, and have always been described as a great team player. I bring both passion and sensibility to what I do, and feel that I can be both a quick

learner and a real contributor.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.\*

Please see above qualifications section as well.  
 Volunteer organizations: Condit, Pin Oak, Bellaire, and St. Thomas Episcopal schools (multiple roles)  
 Bellaire Little League Bellaire Barricudas swim team  
 Election official Christ the King Lutheran Church (multiple roles)  
 Avon Walk for the Cure San Jose Clinic (volunteer medical staff)  
 Multiple leadership roles with Baylor College of Medicine/Texas Childrens Hospital

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?\*

( ) Yes

(X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)\*

(X) Yes

( ) No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

Not yet, but eager to consider once I am well informed.

*The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application*

Name\* Date\*  
 Kjersti 4/13/2017  
 Aagaard

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.\*

Planning and Zoning

\*By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing\*

\* indicates required fields.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





## **BOARDS AND COMMISSIONS APPLICANTS**

**Brad Sondock**



## Tracy Dutton

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 27, 2017 10:08 PM  
**To:** Tracy Dutton  
**Subject:** Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

## Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas  
 7008 South Rice Avenue, Bellaire, Texas 77401  
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at [www.bellairetx.gov](http://www.bellairetx.gov). You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

THIS INFORMATION WILL BECOME PUBLIC RECORD.

Click on the link to review the City's Board Handbook. [Click Here for Board Handbook](#)  
 Click on the link for an summary of all Bellaire [Summary](#)  
 Boards, Commissions, and Committees.

### Personal Information

Select from the following choices.

- |   |   |
|---|---|
| <input type="checkbox"/> Audit Finance Board                          | <input type="checkbox"/> L.I.F.E. Advisory Board                      |
| <input type="checkbox"/> Board of Adjustment                          |   |
| <input checked="" type="checkbox"/> Building and Standards Commission | <input checked="" type="checkbox"/> Parks & Recreation Advisory Board |
| <input checked="" type="checkbox"/> Cultural Arts Board               | <input checked="" type="checkbox"/> Planning & Zoning Commission      |
| <input type="checkbox"/> Environmental & Sustainability Board         | <input checked="" type="checkbox"/> Evelyn's Park Conservancy Board   |

**Name\***  
**Home Address\***  
**Contact Number\***  
**Business Phone Number\***  
**Occupation\***  
**Email Address\***  
**Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).\***  
**Are you a registered voter in a Bellaire Precinct?\***  
**Are you 18 or older?\***  
**First Time Appointment?\***  
**Reappointment, if so name of Board.\***

Brad  
 Sondock

Commercial Real Estate Developer

12

[Yes \/]

yes

[Yes V]

no

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.\*

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.\*

I have a career in real estate for past 30 years. My expertise is shopping centers and office buildings. I am mostly an expert in the leasing process and have personally developed 14 retail and office projects. I have enjoyed enough success in my real estate endeavors to slow down just a little bit and want to give back to a wonderful city that is my home. As an additional side note, I am a third generation native to Houston and even went to UofH.....

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.\*

I have worked with fund raising and have chaired the current Fireflies Gala for Evelyn's park along with grand opening. My wife and I have chaired JOE dinner at Emery Weiner school as well as primary events at Shlenker school. MS society was a smaller involvement and other smaller activities

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?\*

( ) Yes

(X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)\*

( ) Yes

(X) No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

**No Reappointment**

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

n/a

*The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application*

Name\* Date\*  
Brad 4/27/17  
Sondock

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.\*

planning/zoning 1 Evelyn's Park 2 Parks and recreation 3

\*By submitting this application online or by email and executing it by entering my name where

# City of Bellaire

## Boards and Commissions 2017 Appointment Process

Applicant	BOA Openings: 3	BSC Openings: 3	PZC Openings: 3	CAB Openings: 3	ESB Openings: 4	EPCB Openings: 2	LIFE Openings: 4/1	PRAB Openings: 4
Aagaard, Kjersti			1st					
Baker, Mike			1st					
Campbell, Tania					2nd			1st
Collins, Dan R.		1st						
Cox, Ralph		2nd	3rd					1st
Dickinson, Joel S.			1st					
Eicher, Connie				2nd			1st	
Gee, Joan								1st
Gordon, Ross	3rd		1st					2nd
Gray, Amy				1st		3rd		2nd
Haut, Andrew	2nd	3rd	1st		4th	6th		5th
Leavitt-Chavez, Terry						1st		
Leisten, Denise Purcell								1st
Lim, Lisa						1st		2nd
Mastin, Michelle (Micki)					1st			
Mukerji, Shampa	3rd			1st	2nd			
Murray, Roberta (Bert)							1st	
Owens, George		3rd	1st					2nd
Palmer, Jonathan			1st		2nd	1st		
Parker, Jeanne				1st				
Parrack, Patricia J.							1st	

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# City of Bellaire

## Boards and Commissions 2017 Appointment Process

Applicant	BOA Openings: 3	BSC Openings: 3	PZC Openings: 3	CAB Openings: 3	ESB Openings: 4	EPCB Openings: 2	LIFE Openings: 4/1	PRAB Openings: 4
Rasor, Robert	3rd	2nd	1st					
Raval, Bharat	1st				3rd		2nd	
Rich, Liz				2nd	3rd			1st
Sadeghbeigi, Reza		1st	2nd					
Saikin, Jonathan			1st					
Sinha, Samir	1st							
Sisk, Kevin								1st
Sondock, Brad		4th	1st	5th		2nd		3rd
Stone, Christina		1st						
Taylor, Weldon			1st			2nd		
Thurmond, Laura		1st						
Tweedy, Michael William			1st					
Williamson, Andrew				1st				
No. of First Choices:	2	4	12	4	1	3	3	6
No. of Second Choices:	1	2	1	2	3	2	1	4
No. of Third Choices:	3	2	1	0	2	1	0	1
No. of 4th, 5th, 6th Choices:	0	1	0	1	1	1	0	1
Total:	6	9	14	7	7	7	4	12

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# *City of Bellaire*

## Boards and Commissions 2017 Appointment Process

Applicant	BOA Openings: 3	BSC Openings: 3	PZC Openings: 3	CAB Openings: 3	ESB Openings: 4	EPCB Openings: 2	LIFE Openings: 4/1	PRAB Openings: 4
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Number of Two-Year Openings:	26
Number of One-Year Openings:	1
Total Number of Openings:	27
Total Number of Applicants:	34

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## Proclamation

*Whereas*, emergency medical services constitute a vital public service, and members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

*Whereas*, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

*Whereas*, emergency medical services has grown to fill a gap by providing important out-of-hospital care, including preventative medicine, follow-up care and access to telemedicine; and

*Whereas*, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, emergency nurses, emergency physicians, trained members of the public and other out-of-hospital medical care providers; and

*Whereas*, members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills;

*Now, Therefore*, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, in recognition of the value and accomplishments of emergency medical services providers, do hereby proclaim the week of **May 21-27, 2017** as

### *Emergency Medical Services Week*

in the City of Bellaire, Texas, with the theme *"EMS Strong: Always in Service"* and encourage all residents to visit the Bellaire Fire Station and get to know their Paramedics.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



*In Witness Whereof*, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 15th day of May, 2017.

---

Andrew S. Friedberg  
Mayor  
City of Bellaire, Texas





## *Proclamation*

*Whereas*, public works infrastructure, facilities and services are of vital importance to the health, safety, well-being and quality of life of the residents of the City of Bellaire, Texas; and

*Whereas*, such infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for and who plan, design, build, operate and maintain the water supply and water treatment, and who deliver solid waste and recycling collection services, all of which are essential to our residents and their quality of life; and

*Whereas*, it is in the public interest for residents to gain a knowledge of and to maintain an interest in and understanding of the importance of public works and public works programs in their communities; and

*Whereas*, this year's theme, "*Public Works Connects Us*," celebrates the vital role public works plays in connecting us all together, from overseeing water supplies to maintaining roads and everything in between, public works professionals deliver the quality services we have come to expect and rely upon daily;

*Now, Therefore*, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, do hereby proclaim the week of **May 21-27, 2017** as

### *Public Works Week*

in the City of Bellaire, Texas, and encourage all residents to join in paying tribute to our public works professionals in recognition of the substantial contributions they make to our health, safety, well-being and quality of life.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





*In Witness Whereof*, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 15th day of May, 2017.

---

Andrew S. Friedberg  
Mayor  
City of Bellaire, Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





# City of Bellaire

## FY 2017 Second Quarter Report

January 2017 – March 2017



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



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# Personnel Analysis

At the end of the second quarter, March 31, 2017, we had six new hires, one promotion, and five separations including one retiree and one promotion. As this report is being written, new hires and transitions in April 2017 include two Police Officers who were rehired as part-time transitioned to full-time, a Utilities Foreman and Laborer (Water), all of which will be reflected in the FY 2017 Third Quarter Report.

2nd Qtr New Hires/Promotions/Transfers	2nd Qtr Separations
1 Director of Information Technology	1 Permit Technician
1 Director of Public Works	1 Director of Public Works
1 Asst. Dir of Finance (promoted from Sr. Acct)	1 Accounting Manager (Retired)
1 Police Clerk	1 Equipment Operator (Solid Waste)
1 Police Officer	1 Sr. Accountant (Promoted to Asst. Dir of Finance)
1 Permit Technician	
1 Laborer (Solid Waste)	

Department Vacancies					
Department	Adopted Budgeted Positions	12/31/2016	3/31/2017	6/30/2017	9/30/2017
<b>General Fund</b>					
City Manager's Office	10	1	0	0	0
Finance	9	1	2	0	0
Development Services	8	1	1	0	0
Fire	24	0	0	0	0
Police	59.5	6	4*	0	0
Parks, Rec., & Facilities	24.5	0	0	0	0
Library	7.5	0	0	0	0
Public Works	9	1	1	0	0
<b>Enterprise Fund</b>					
Water	8	1	1	0	0
Wastewater	11	4	4	0	0
Solid Waste & Recycling	13	1	1	0	0
<b>Total</b>	<b>183.5</b>	<b>16</b>	<b>14</b>	<b>0</b>	<b>0</b>

\*3 Police Officers (2 hired early April), 1 Communications Officer

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## General Fund

The General Fund ended FY 2016 with a fund balance of \$4,814,376. This is \$135,769 greater than the beginning adopted budget for FY 2017. The FY 2017 budgeted beginning balance is understated by \$135,769 as a result of FY 2016 year-end projections to actuals. For FY 2017 the General Fund is projected to end the year with a fund balance of \$3,387,437.

The policy for any unanticipated year-end increase/surplus to the fund balance is as follows:

- Offset the projected deficit of the sixty (60) day fund balance requirement in the fiscal forecast
- Reduce the “catchup” needed for the vehicle and equipment replacement plan
- Increase the contribution to the general fund transfer to the CIP

The majority of this net increase to the fund balance is the result of spending less than was budgeted or approximately 97% of the general fund budget. However, it was anticipated with the year-end projections for FY 2016 that the expenditures would come in less than budgeted.

General Fund FY 2017 2nd Quarter Revenue and Expenditure Report			
	Adopted Budget	Year to Date (Unaudited)	Projections
<b>Beginning Balance</b>	<b>\$4,678,607</b>	<b>\$4,814,376</b>	<b>\$4,814,376</b>
Revenue	20,306,446	15,556,363	19,669,101
Expense	21,523,750	10,084,710	21,096,040
<b>Ending Balance</b>	<b>\$3,461,303</b>	<b>\$10,286,029</b>	<b>\$3,387,437</b>

The projected FY 2017 ending balance is less than budgeted by \$73,866.

As discussed previously, key revenues for the City are coming in under budget; sales tax is projected to come in under budget by \$222,300 as a result of erroneous payments sent from the Comptroller’s office. Property tax revenue is projected to come in under budget by \$179,689 due to refunds that occurred during the first quarter of the fiscal year. Building permit revenue is coming in under budget also as a result of lower than anticipated new home construction in the City.

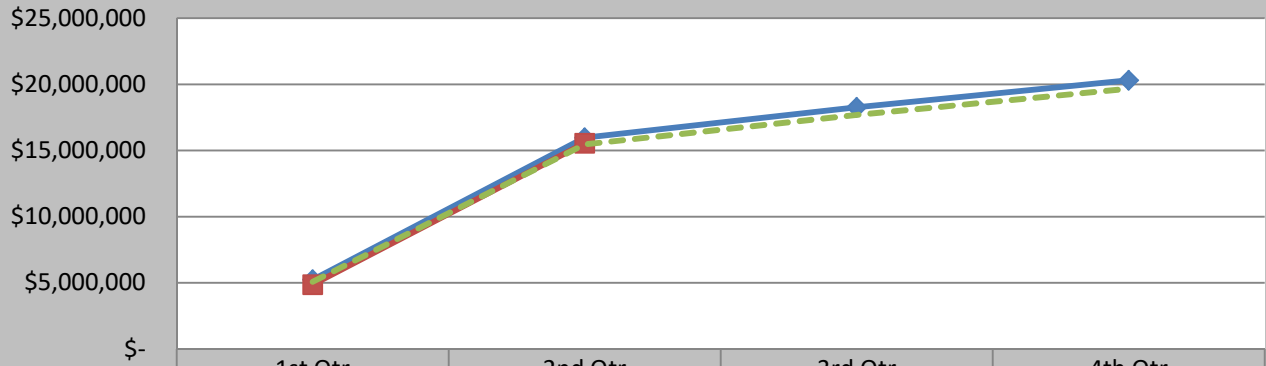
Expenditures are projected to come in under budget due to:

- Salary and benefits savings as a result of vacant positions
- Reduction in cost related to Evelyn’s Park due to delay grand opening

Staff will continue to closely monitor the budget to ensure the projected ending balance comes in close to the adopted budget at year-end.

The allocated budget accounts for cyclical trends in revenues and expenditures versus allocating a straight 1/12 of the annual budget per month. The allocated budget is based on the actual revenue/expenditures incurred by month as a percentage of the total revenue/expenditures incurred by year for the most recent historical five-years.

## General Fund Revenue Year to Date



	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Allocated Budget	\$5,236,227	\$15,970,531	\$18,265,170	\$20,306,446
Actuals	\$4,866,433	\$15,556,363		
Projections	\$5,071,881	\$15,469,275	\$17,691,894	\$19,669,101

### Property Tax

The City collected 97%, or \$11,905,812, of its budgeted property tax revenue through the six months ended March 31, 2017, which is under the allocated budget by \$176,223, or 1%. The timing of property tax collections is driven by the January 31, 2017 due date, after which penalties are incurred.

Overall, the General Fund ultimately expects to collect approximately \$12.3 million in property taxes in FY 2017, an increase of \$1.0 million over FY 2016's \$11.3 million. The expected increase in property taxes is driven by a general tax rate increase of \$0.005 per \$100 of assessed value increase, or 2.0%, and a 6.2% increase in taxable values.

### Franchise Taxes

Franchise taxes of \$734,410 for the six months ended March 31, 2017 are over the allocated budget by \$47,276, or 7%. Electric franchise tax payments are generally received monthly. Gas, telephone, and cable franchise tax payments are generally received quarterly.

### Sales Tax

Sales tax revenue of \$1,129,857 for the six months ended March 31, 2017 is under the allocated budget by \$162,735, or 13%.

### Permits, Fees, and Licenses

Development permits, fees, and licenses of \$456,009 are under the allocated budget by \$210,053, or 32%. Permits are budgeted to be significantly higher in FY 2017 due to the planned construction of a new H-E-B grocery store. No permit revenue related to the new store was recorded in the six months ended March 31, 2017, and the timing of that permit revenue is not likely to follow the historical trends reflected in the allocated budget. As a result, we may experience significant variances in actual permit revenue as compared to the allocated budget this year.

### PARD Charges & Fees

Parks and Recreation fees of \$383,146 are over the allocated budget by \$86,518, or 42%.

The six months ended March 31, 2017 included \$193,477 in camp registration revenue, of which \$123,282 was recorded in February. The average of the prior five years for the comparable period is \$137,560. Other

summer camps have been opening registration earlier and earlier, so beginning last year, we began taking registrations in mid-February instead of the last week of February and this has shifted a significant amount of revenue from March into February. FY 2016 revenue for the six months ended March was \$193,255, which is nearly identical to the FY 2017 revenue.

The six months ended March 31, 2017 included \$16,219 in swim lesson revenue. The average of the prior five years for the comparable period is just \$5,934. The increase in swim lesson revenue is primarily due to a restructuring of the personal services contract related to "Swim 300" swim lessons.

The six months ended March 31, 2017 included pool rental revenue of \$13,495. The average of the prior five years for the comparable period is \$8,267. \$11,400 of the FY 2017 revenue relates to reservations for the Episcopal High School swim team.

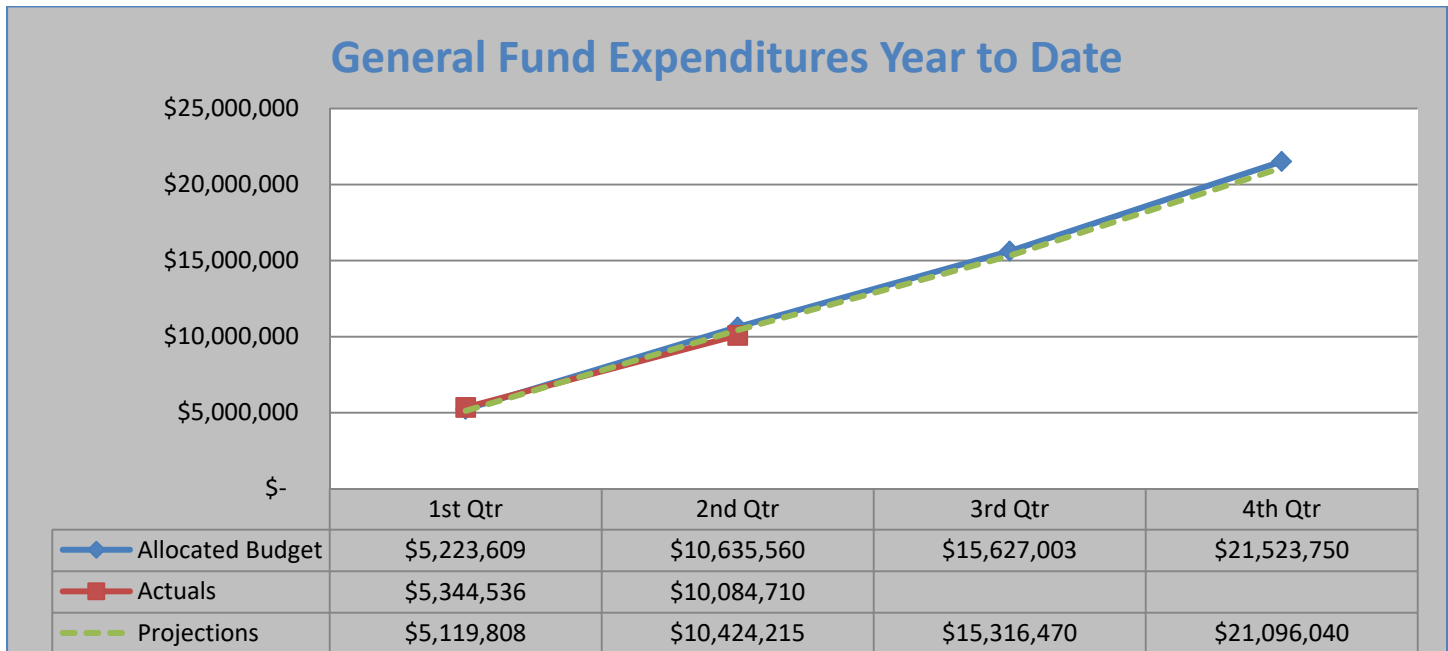
Partially offsetting these increases is a dramatic decrease in income from renting the Civic Center. As a result of the pending municipal facilities construction, the Civic Center rental income is down to just \$1,230 for the six months ended March 31, 2017, as compared to the average of the five previous years of \$10,137.

### **Public Safety**

Public Safety revenues of \$200,221 are under the allocated budget by \$263, or 0%.

### **Fines**

Fine revenues of \$386,069 are under the allocated budget by \$7,219, or 2%.



For the six months ended March 31, 2017, the General Fund expended 47% of its total budgeted expenditures and is under its allocated budget by \$550,850, or 5%.

**General Fund**  
**FY 2017 Revenue and Expenditure Report by Department**

	<b>FY 2017 Adopted Budget</b>	<b>FY 2017 Amended Budget</b>	<b>FY 2017 Year to Date (Unaudited)</b>	<b>% of Amended Budget (Collected/Spent)</b>	<b>FY 2017 Projected</b>
<b>Revenue</b>					
Current Property Taxes	\$12,331,714	\$12,331,714	\$11,905,812	97%	\$12,152,025
Franchise Taxes	1,410,000	1,410,000	734,410	52%	1,365,431
Sales Tax	2,545,300	2,545,300	1,129,857	44%	2,323,000
Permits	848,300	848,300	315,376	37%	750,515
Fees	410,350	410,350	138,829	34%	358,800
License	2,900	2,900	1,804	62%	2,900
Intergovernmental	2,800	2,800	4,723	169%	5,500
Rental	36,400	36,400	12,831	35%	20,630
Aquatics	330,000	330,000	42,104	13%	331,500
Program Fees	159,000	159,000	66,976	42%	157,000
Athletics	362,000	362,000	254,431	70%	360,000
Other Fees	16,500	16,500	6,804	41%	17,000
Public Safety	382,150	382,150	199,313	52%	384,000
Other Revenue	3,232	3,232	908	28%	3,000
Fines	765,000	765,000	386,069	50%	745,000
Investment Earnings	39,500	39,500	29,501	75%	42,500
Misc.	37,300	37,300	13,813	37%	26,300
Business Enterprise Transfer	624,000	624,000	312,801	50%	624,000
<b>Total</b>	<b>\$20,306,446</b>	<b>\$20,306,446</b>	<b>\$15,556,363</b>	<b>77%</b>	<b>\$19,669,101</b>
<b>Expenditures</b>					
Administration	\$2,460,875	\$2,460,875	\$1,349,702	55%	\$2,460,875
Legal Service	100,000	100,000	27,193	27%	96,000
Finance	1,290,601	1,290,601	662,598	51%	1,280,026
Development Services	892,834	892,834	359,089	40%	857,687
Fire	3,041,250	3,041,250	1,436,468	47%	3,020,693
Police	6,167,369	6,167,369	2,854,716	46%	5,930,022
Parks, Rec., & Facilities	3,717,857	3,717,857	1,526,831	41%	3,673,279
Library	696,822	696,822	342,217	49%	687,578
Public Works	1,199,142	1,199,142	497,396	41%	1,132,880
Transfer Out	1,957,000	1,957,000	1,028,500	53%	1,957,000
<b>Total</b>	<b>\$21,523,750</b>	<b>\$21,523,750</b>	<b>\$10,084,710</b>	<b>47%</b>	<b>\$21,096,040</b>
<b>Revenues/Expenditures</b>	<b>(\$1,217,304)</b>	<b>(\$1,217,304)</b>	<b>\$5,471,653</b>		<b>(\$1,426,939)</b>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# Enterprise Fund

The Enterprise Fund ended FY 2016 with a fund balance of \$1,566,233. This is \$121,905 greater than the beginning budgeted balance for FY 2017, as reflected in the chart below. The FY 2017 budgeted beginning balance is understated as a result of FY 2016 year-end projections to actuals.

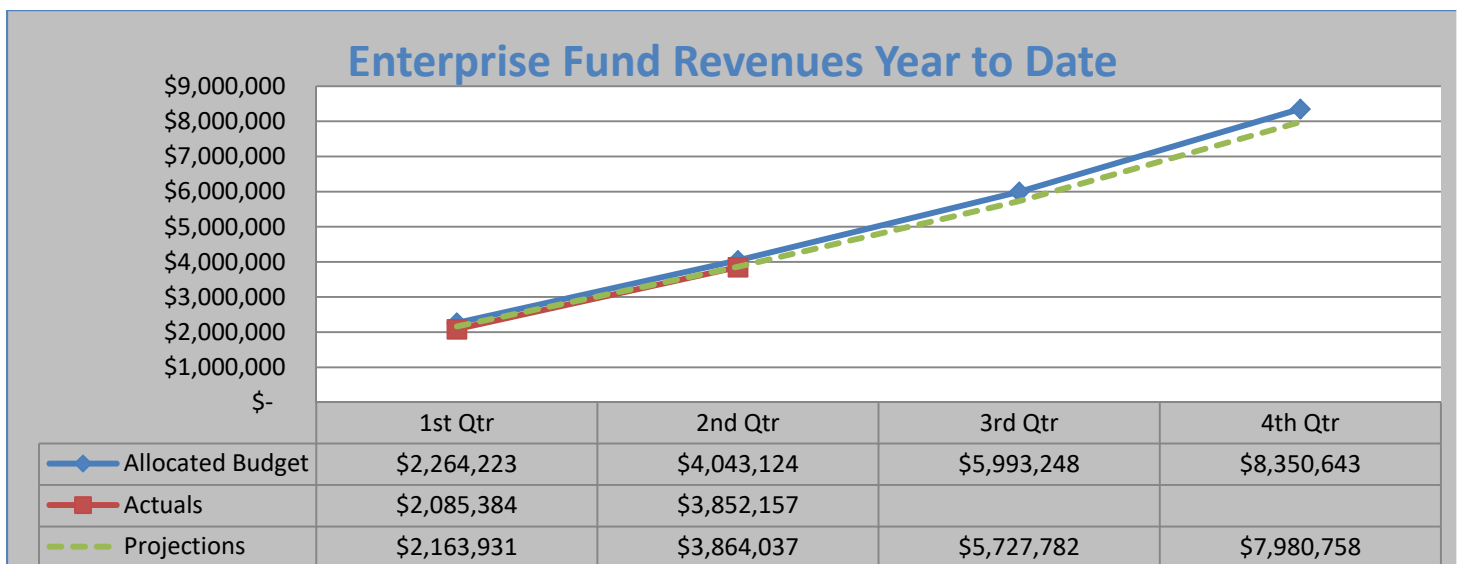
Enterprise Fund FY 2017 2nd Quarter Revenue and Expense Report			
	Adopted Budget	Year to Date (Unaudited)	Projections
<b>Beginning Balance</b>	<b>\$1,444,328</b>	<b>\$1,566,233</b>	<b>\$1,566,233</b>
Revenue	8,350,643	3,852,157	7,980,758
Expense	9,075,734	4,110,783	8,924,845
<b>Ending Balance</b>	<b>\$719,237</b>	<b>\$1,307,607</b>	<b>\$622,146</b>

The projected FY 2017 ending balance is \$97,091 less than budgeted.

Water revenues are projected to come in under budget by \$295,584. Staff will continue to monitor water revenues as this is the first year of the new water rate implementation plan, which will be evaluated in detail to ensure adequate rates are in place in future budget years. Solid waste revenues, as previously communicated will come in under budget approximately \$190,000 due to a budget error that occurred during the budget adoption process.

Expenditures are projected to come in under budget due to factors such as:

- Salary and benefits savings as a result of vacant positions
- Surface water purchases were much lower than budgeted
- Building maintenance cost less than budgeted
- Reduced cost in trash hauls for solid waste



For the six months ended March 31, 2017, the Enterprise Fund collected 46% of its total budgeted revenues and is under its allocated budget by \$190,967, or 5%. The largest variance contributing to the divergence from the allocated budget is water revenue, which is \$132,284 below the allocated budget.

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Sales of water makes up the largest category of revenues in the Enterprise Fund at 50% of all FY 2017 budgeted revenues, followed by charges for wastewater at 26%, and charges for solid waste at 23%.

### Water Revenue

Water revenues of \$1,826,981 are below the allocated budget by \$132,284, or 7%.

Changes in water revenues directly correlate to changes in water consumption. The allocated budget presumes water rates remain constant throughout the fiscal year; however, for the current fiscal year water rates were increased effective October 1, 2016. The revenue actually collected in October relates to September usage and was billed under the old rate structure; therefore, only water revenues collected from November 2016 through September 2017 will be at the new water rates. While still under the allocated budget for the six months ended March 31, 2017, water revenues are trending closer to allocated budget each month.

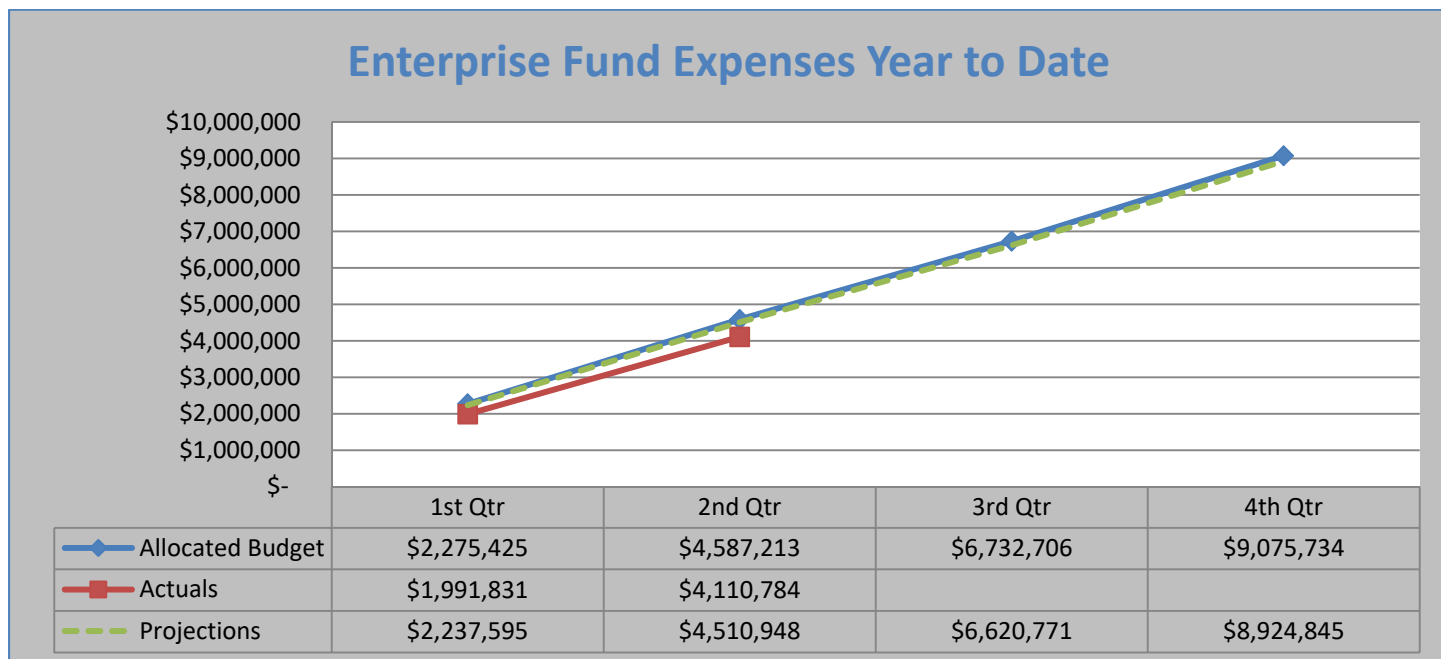
### Wastewater Revenue

Wastewater revenues of \$1,138,175 are over the allocated budget by \$61,853, or 6%.

### Solid Waste

Solid Waste revenues of \$844,432 are below the allocated budget by \$96,800, or 10%.

As initially reported in the first quarter report, a budget error caused the solid waste revenue amount to be inflated by approximately \$190,000. As of month ending March 31, 2017, solid waste expenditures are approximately \$168,434 less than revenues collected. As communicated previously, staff will continue to monitor to ensure the solid waste operations are self-supporting.



### Supplies

Supplies of \$1,236,412 are under the allocated budget by \$283,770, or 19%.

Some of the larger variances contributing to this category being below the allocated budget include:

- Water Purchased from Houston - We budgeted for a 14% increase in FY 2017 water purchases from the City of Houston, as compared to FY 2016 actual expense of \$1,610,888. The overall budgeted increase was based on a price increase from the City of Houston and expected increase in the volume of water to be purchased for FY 2017. As expected, the City of Houston raised its price per 1,000 gallons by 1.4%, from \$2.842 to \$2.882. While the price per 1,000 gallons has increased, the number of gallons used has decreased. Additionally, the minimum monthly gallons billed decreased from 45 million to 42 million. This resulted in Houston billing us for 10.3 million fewer gallons in FY 2017 than in the comparable period in FY 2016. The water purchases expense of \$742,388 for the six months ended March 31, 2017 is \$110,918 less than the average of the prior five years of \$853,306 for the comparable period.
- Fuel expenditures are a contributor to supplies being under the allocated budget. Fuel expenditures were \$27,088 for the six months ended March 31, 2017 as compared to a five-year average of \$46,076. Fuel expenditures for the same period in FY 2016 were \$31,851, which is 15% higher than the current year expenditure. While fuel prices have trended up slightly in 2017, we budgeted for a more significant increase in fuel prices.

### **Transfers Out/Other Expenses**

The "Transfers Out/Other Expenses" category is mainly the monthly transfers from the Enterprise Fund to (1) the General Fund, (2) the Debt Service Fund, (3) the Vehicle and Equipment Replacement Fund, and (4) the Capital Improvement Fund. Other expenses and transfers out in the six months ended March 31, 2017 of \$1,379,051 are under the allocated budget by \$8,900, or 1%. Total budgeted transfers out of the Enterprise Fund are \$2,746,000, or \$228,833/month. The year-to-date expenses are \$6,053 higher than the transfer amount because of banking fees, which are budgeted at \$11,000, and are relatively immaterial to the category total.

**Enterprise Fund  
FY 2017 Revenue and Expense Report by Department**

	<b>FY 2017 Adopted Budget</b>	<b>FY 2017 Year to Date (Unaudited)</b>	<b>% of Adopted Budget (Collected/Spent)</b>	<b>FY 2017 Projected Budget</b>
<b>Revenue</b>				
Water Sales	\$4,183,494	\$1,826,981	44%	\$3,887,910
Waste Water Service	2,163,437	1,138,175	53%	2,289,718
Solid Waste – Garbage & Brush Pickup	1,881,660	844,432	45%	1,692,450
Miscellaneous	122,052	42,569	35%	110,680
<b>Total</b>	<b>\$8,350,643</b>	<b>\$3,852,157</b>	<b>46%</b>	<b>\$7,980,758</b>
<b>Expenses</b>				
Water Production	\$518,463	\$235,471	45%	\$568,383
Water Distribution	609,261	191,362	31%	554,685
Surface Water	2,020,961	913,158	45%	1,987,931
Wastewater Collection	611,299	218,332	36%	522,649
Wastewater Treatment	803,848	363,769	45%	802,890
Solid Waste – Garbage & Brush Pickup	1,487,047	675,998	45%	1,463,793
Utility Billing	278,855	133,642	48%	267,514
Transfers Out/Other	2,746,000	1,379,051	50%	2,757,000
<b>Total</b>	<b>\$9,075,734</b>	<b>\$4,110,783</b>	<b>45%</b>	<b>\$8,924,845</b>
<b>Revenues/Expenses</b>	<b>(\$725,091)</b>	<b>(\$258,626)</b>		<b>(\$944,087)</b>

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# Management and Capital Improvement Projects

During the budget process Council was presented with Management Projects developed to provide service enhancements and review and develop policies which will allow the City to become more efficient. Council was also presented with the FY 2017 Capital Projects which have been designed to meet today's infrastructure needs as well as those of the future. Outlined below are the milestones completed in the second quarter.

## Management Projects

**MP 1701 – Public Works Site Planning:** As stated in the first quarter update, the work on this project will begin in late summer. Work will be sufficiently underway on the Municipal Facilities Project and the Citywide Branding effort, as well as onboarding of the new Public Works Director. This will all guide the site planning effort.

**MP 1702 – GIS, Work Order / Online Permits:** The City has hired a new Information Technology (IT) Director who will lead this project in conjunction with the team and the overall needs of the City. The team is still on track to make recommendations to the City Manager for the FY 2018 Budget process as to the next steps. The CIP Team was able to use the critical infrastructure inventory collected in FY 2016 to develop the Enterprise Fund Cash Proposed Capital Improvement Projects.

**MP 1703 – Mosquito Control:** The City began fogging for mosquitoes in early April 2017. This service will continue to be provided through September 2017, possibly even into November 2017. The mosquito treatment message has been included in the April 2017 edition of The Boulevard. The continued distribution of this message to the community will be discussed at the Communications and Special Events Team (CSET) meeting scheduled for May 2, 2017.

**MP 1704 – Landscape Enhancements:** The Urban Design/Beautification Master Plan has been given to Planning & Zoning and is currently under review. Staff has worked with the City Engineer to discuss incorporating design elements of the plan into the Spruce Street reconstruction project. A majority of the landscape enhancements are scheduled to begin late May 2017 and are expected to be completed in June 2017. The landscape enhancement located at Bellaire Blvd. and the railroad tracks will be a separate project and is currently still in the planning phase.

**MP 1705 – Career Website:** The Premier Employer Team is working with Recruiting.com to lead the City of Bellaire through the development of a career site. A kickoff meeting was held to discuss the project components as well as help the developers better understand our employee value proposition, biggest recruiting challenges, organizational culture, and more including content. Following the kickoff meeting, the Team was required to gather assets critical to building the new career site to provide to Recruiting.com. These assets include brand guidelines, existing photos, benefits guide, testimonials from employees in each department and other department insights. In late March 2017, the team met and viewed a mock site presentation of the career site design and content based on some of the information and assets provided. The Team is in the process of providing feedback/edits on the mock site. The next steps will be a pre-shoot video and photo conference call. Following that the video and photo shoot will be scheduled and take place, a demo site presentation will be held, the subdomain will be setup, the team will provide final feedback, and schedule the launch.

## Capital Improvement Projects

**Rebuild Bellaire Phase 5A:** It was determined that several fire hydrant nozzles throughout the project area did not meet the standard for the Bellaire Fire Department. Through negotiation and discussion with the supplier, the project engineer and Fire Department, the situation has been rectified and inspections by Fire personnel are scheduled for May 2017 to close this issue. The final release of retainage and project close out is scheduled for the June 5, 2017 City Council meeting. No change orders relating to project were issued.

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**Rebuild Bellaire Phase 5B:** The 4400 block of Nancy Street, 4400 block of Glenmont Drive, 1000 - 1200 blocks of Howard Lane and 5300 block of Valerie Street are open to traffic. Alder Drive from Maple Street to Holly Street and Braeburn Drive to Evergreen Street are under construction and scheduled to be completed by July 2017. Ferris Street is under construction and the estimated completion of the west side is mid-May 2017. The entire Alder Drive segment from Maple Street to Evergreen Street and the entire Ferris Street segment from Jessamine Street to Bissonnet Street are scheduled for completion by the end of July 2017. The Contractor will be requesting the addition of work days to the contract due to a no cost change order associated with the re-location of a water line.

**Streets and Drainage Project (Bonds for Better Bellaire 2016):** Staff has selected an engineering firm (Costello, Inc.) to complete the design of the work. The contract for the design work is currently being negotiated.

**Sidewalk Project (Bonds for Better Bellaire 2016):** Staff has selected an engineering firm (Kelly R. Kaluza & Associates) to complete the design of the work. The contract for the design work is currently being negotiated.

**FY 2015 Pavement Management (Construction):** The original project scope was completed in December 2016. Work on the items identified in the change order is underway. Included are storm sewer improvements throughout the City which will help alleviate issues identified by the City and City Engineer. The contractor has completed improvements at the 4500 block of Mildred, 4500 block of Locust Street, 4500 block of Larch Lane, 4400 block of Basswood Lane/Serenity Lane, and 4500 block of Mimosa Street. Additionally, the contractor is continuing to work on miscellaneous items identified in the Storm Drainage Maintenance Needs Assessment.

**FY 2016 Pavement Management Program:** The original project scope was completed in March 2017. Work on three additional areas (5100-5200 blocks of Grand Lake, 4600 block of Holly Street, and 5100 block of Locust Street) will begin in May 2017, after residential notifications are distributed. These added areas are being covered through existing contract capacity. Additionally, the contractor is working on miscellaneous curb, street, and gutter improvements identified through the City's Block Inspection Program.

Striping on Bissonnet Street and Fournace Place were completed as a part of this project. Additionally, the City requested the crosswalks across Chimney Rock Road from Braeburn Drive to Holly Street be striped utilizing remaining budget funds. The contractor completed the crosswalks in April 2017. Close out of the contract and the release of retainage is expected to be before Council in June 2017 for consideration.

All work on the sealant project has been completed. The final payment to the contractor is being processed. Final payment will not require Council approval.

**FY 2017 Pavement Management Program:** Design for the project is currently underway by ARKK engineers. Drawings and specifications are expected to be delivered to the City for review in May 2017.

**City-Wide Supervisory Control and Data Acquisition (SCADA) Systems Upgrade Project Phase 2 & 3:** City Council approved a contract with JACH Controls & Automation, LLC (JACH) to perform Phase 2 work in March 2016. The scope of work included new computers and SCADA software, as well as connecting all the City's remote treatment facilities into the system. The vendor has completed tying in Central, Feld Park, and Renwick Wells and Rice and Wendell Lift Stations.

In addition, a team meeting was held on March 30, 2017 to discuss the overall project logistics in order to have a seamless transition to launch the SCADA system. Next steps that will occur in May 2017 and June 2017 are to provide staff training and test system security. The Draft Five Year CIP will incorporate the future priorities of SCADA and will be presented to Council on May 4, 2017.

**Rehabilitation of the Renwick Ground Storage Tank:** Central Tank Coatings, Inc. mobilized on site the week of February 20, 2017. The Contractor is approximately 95% complete with the Base Bid Mechanical Repairs as outlined in the Summary of Work portion of the project specifications. Weather permitting, Contractor is anticipating beginning their blasting of the interior and exterior of the tank on April 21, 2017 and the process should take 8-10 days to complete. Painting will commence following the blasting phase and is expected to take approximately two (2) weeks.

**Water Line Improvements (Bonds for Better Bellaire 2016):** The survey is underway for the waterline improvements. The contract for the construction management and third party review of the design work with KIT Professionals, Inc. is currently being negotiated.

**Wastewater Line Improvements (Bonds for Better Bellaire 2016):** The survey is underway for the wastewater improvements. The contract for the construction management and third party review of the design work with KIT Professionals, Inc. is currently being negotiated.

**Water Meter Installation (AMI) and Improvements to Wastewater Treatment Plant (Bonds for Better Bellaire 2016):** The meters have been ordered and received. The communications monopole has been installed at Public Works, along with the antennas located on the two elevated water tanks. Information on the AMI project has been provided to City residents via the City's website, emails, door notices, and the newspaper. Workers have begun installing meters in each of the three collector areas needed for system testing at the end of April 2017. Staff training dates have been planned for Utility Billing on April 27, 2017, May 9, 2017, and May 23, 2017.

Design plans for portions of the wastewater treatment plant are currently under review by the Texas Department of Environmental Quality (TCEQ). The City's water and wastewater consultant, H2OMC, LLC, has been in contact with the TCEQ and the engineers involved with the project on the status and anticipate that full approval will occur in May 2017.

**Evelyn's Park Phase I:** The construction is complete, the walk-through punch list is complete, and Linbeck is in the process of completing identified items. The Evelyn's Park Conservancy has held a VIP fundraiser, Dining with Fireflies, on Thursday, April 20, 2017, and the Grand Opening on Saturday, April 22, 2017. Final paperwork is being processed, and the project will be presented to Council for close-out in the third quarter.

**Nature Discovery Center Improvements:** The project is substantially complete and Nature Discovery Center is planning a grand opening event for May 6, 2017. Bond funds were devoted to this project and expenditures by the City of Bellaire did not exceed the allotted \$500,000.00.

**Community Pathways Master Plan:** A Request for Qualifications (RFQ) is in development to solicit consultants to perform this work. The RFQ is expected to go out the third quarter of FY 2017. This project will be completed in the fall and will then inform the Sidewalks Project, as well as identify potential new projects that could be incorporated into the future CIP.

**Park Signage Master Plan:** This project will begin later in the year. This project will be informed by aesthetic considerations and direction provided as part of the Beautification Project and the review of the Terrain Studios planning efforts.

**Decorative Standards for Major Streets:** This project will begin later in the year. This project will be informed by aesthetic considerations and direction provided as part of the Beautification Project and the review of the Terrain Studios planning efforts, as well as the guidelines developed in the branding project.

**Playground and Shade Structures:** Installation of the shade shelters has been delayed due to problems with the manufacturer completing the order. Shade shelters should be installed prior to the end of the school year.

**Bellaire Family Aquatic Center Pool Area Improvements:** In April 2017, the large concrete rocks under the slide were removed and replaced with bull rock. Additional improvements will be planned and constructed after the completion of the summer swim season.

**Bellaire Town Square Municipal Facilities Design & Library Conceptual (Bonds for Better Bellaire 2016):** Horizon/Christensen has completed a Guaranteed Maximum Price (GMP) which was presented to City Council on April 17, 2017. Construction will begin on May 4, 2017 and will include site mobilization and setup. The BLIFE program has

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moved to the Bellaire United Methodist Church. The first phase of this project will be to remodel the Civic Center for use by the Police and Court staff during construction.

**ROW Analysis, Integration, & Planning Project:** This project is complete and has been presented to Council on April 17, 2017. This study will inform the Community Pathways Project.

**Flood Plain Hazard Mitigation Plan:** Development Services staff has continued to work with the City Engineer to further develop the project parameters within FEMA guidelines. Meetings with potential outside consultants began in April 2017 with project initiation planned for mid to late May 2017.

**Public Works Facilities Conceptual:** As stated in the first quarter update, the work on this project will begin in late summer. Work will be sufficiently underway on the Municipal Facilities Project and the Citywide Branding effort, as well as onboarding of the new Public Works Director, all of which will guide the site planning effort.



# Trends

Development Statistics				
	FY 2016 2nd Quarter		FY 2017 2nd Quarter	
	QTY.	Value	QTY.	Value
New Home Construction	21	\$ 12,854,257.00	17	\$ 7,793,150.50
Home Remodeling	122	\$ 2,513,483.68	103	\$ 1,892,311.47
New Commercial Construction	0	\$ 0	0	\$ 0
Commercial Remodeling	24	\$ 22,625,711	24	\$ 1,990,923.59
Demolition	17		16	

Crime Statistics						
	January		February		March	
	FY 2016	FY 2017	FY 2016	FY 2017	FY 2016	FY 2017
Homicide	0	0	1	0	0	0
Sexual Assault	0	0	0	3	0	0
Robbery	1	3	0	0	1	3
Assault	3	1	2	3	4	1
Burglary Residence	7	2	5	2	6	1
Burglary Building	3	3	3	4	1	3
Theft	16	25	13	16	12	16
Motor Vehicle Theft	0	3	1	0	2	2

Warrant Statistics						
	January		February		March	
	FY 2016	FY 2017	FY 2016	FY 2017	FY 2016	FY 2017
Warrants Issued	292	464	75	107	535	438
Outstanding Warrants	162	384	55	86	327	413
Failure to Appear	37	90	78	62	104	88

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**City of Bellaire**  
**General Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of March 2017**

	March			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Property Taxes	\$ 12,331,714	\$ 155,064	1%	\$ 12,082,035	\$ 11,905,812	\$ (176,223)	97%
Franchise Taxes	1,410,000	137,437	10%	687,134	734,410	47,276	52%
Sales Taxes	2,545,300	174,240	7%	1,292,592	1,129,857	(162,735)	44%
Permits, Fees, Licenses	1,261,550	102,679	8%	666,062	456,009	(210,053)	36%
PARD Charges and Fees	903,900	95,739	11%	296,629	383,146	86,517	42%
Public Safety	385,382	26,049	7%	200,484	200,221	(263)	52%
Fines	765,000	73,328	10%	393,288	386,069	(7,219)	50%
All Other	703,600	73,540	10%	352,307	360,838	8,531	51%
<b>Total Revenues</b>	<b>20,306,446</b>	<b>838,076</b>	<b>4%</b>	<b>15,970,531</b>	<b>15,556,362</b>	<b>(414,169)</b>	<b>77%</b>
<b>Expenditures</b>							
Salary & Benefits	14,203,605	999,120	7%	7,067,339	6,736,374	(330,965)	47%
Purchased Services	4,048,439	288,694	7%	2,041,042	1,847,870	(193,172)	46%
Supplies	1,268,631	102,867	8%	581,526	452,399	(129,127)	36%
Other/Transfers	2,003,075	175,581	9%	945,653	1,048,067	102,414	52%
<b>Total Expenditures</b>	<b>21,523,750</b>	<b>1,566,262</b>	<b>7%</b>	<b>10,635,560</b>	<b>10,084,710</b>	<b>(550,850)</b>	<b>47%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (1,217,304)</b>	<b>\$ (728,186)</b>		<b>\$ 5,334,971</b>	<b>\$ 5,471,652</b>	<b>\$ 136,681</b>	
Fund Balance 9/30/16	\$ 4,815,527						
FY 2017 Revenue Budget	20,306,446						
FY 2017 Expenditure Budget	21,523,750						
Projected Ending Fund Balance	<u>\$ 3,598,223</u>						
60 Day Reserve Requirement (Includes only operating budget)	\$ 3,244,458						

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**City of Bellaire  
Enterprise Fund  
Revenues and Expenses (Unaudited)  
YTD as of March 2017**

	March			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Water	\$ 4,183,494	\$ 249,333	6%	\$ 1,959,265	\$ 1,826,981	\$ (132,284)	44%
Wastewater	2,163,437	194,283	9%	1,076,322	1,138,175	61,853	53%
Solid Waste	1,881,660	141,080	7%	941,232	844,432	(96,800)	45%
All Other	122,052	6,504	5%	66,305	42,569	(23,736)	35%
<b>Total Revenues</b>	<b>8,350,643</b>	<b>591,200</b>	<b>7%</b>	<b>4,043,124</b>	<b>3,852,157</b>	<b>(190,967)</b>	<b>46%</b>
<b>Expenses</b>							
Salary & Benefits	1,826,281	109,423	6%	935,030	805,073	(129,957)	44%
Purchased Services	1,659,622	106,286	6%	744,050	690,248	(53,802)	42%
Supplies	2,832,831	374,044	13%	1,520,182	1,236,412	(283,770)	44%
Other Expenses and Transfers	2,757,000	229,876	8%	1,387,952	1,379,051	(8,901)	50%
<b>Total Expenses</b>	<b>9,075,734</b>	<b>819,629</b>	<b>9%</b>	<b>4,587,214</b>	<b>4,110,784</b>	<b>(476,430)</b>	<b>45%</b>
<b>Net Revenues/(Expenses)</b>	<b>\$ (725,091)</b>	<b>\$ (228,429)</b>		<b>\$ (544,090)</b>	<b>\$ (258,627)</b>	<b>\$ 285,463</b>	

Working Capital 9/30/16	\$ 1,566,233
FY 2017 Revenue Budget	8,350,643
FY 2017 Expense Budget	9,075,734
Projected Ending Working Capital	<u>\$ 841,142</u>

30 Day Fund Balance \$ 579,478  
(Includes only operating budget)

Working Capital (current assets minus current liabilities)

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**City of Bellaire**  
**Debt Service Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of March 2017**

	<b>FY 2017 Budget</b>	<b>YTD Actual</b>	<b>Over/(Under) Budget</b>	<b>% of Budget</b>
<b>Revenues</b>				
Property Taxes	\$ 6,355,967	\$ 6,156,168	\$ (199,799)	97%
Investment Earnings	5,000	2,760	(2,240)	55%
Transfers from Enterprise Fund	950,000	475,000	(475,000)	50%
Transfers from Capital Bond Fnd	-	314,655	314,655	n/a
Bond Premium	-	265,613	265,613	n/a
Debt Proceeds	-	9,690,000	9,690,000	n/a
<b>Total Revenues</b>	<b>7,310,967</b>	<b>16,904,196</b>	<b>9,593,229</b>	<b>231%</b>
<b>Expenditures</b>				
Principal Payment	4,340,000	4,510,000	170,000	104%
Interest Payment	2,959,567	1,222,603	(1,736,964)	41%
Other Debt Expense	11,400	12,113	713	106%
Bond Refunding Expense	-	9,764,218	9,764,218	n/a
Refunding Issuance Costs	-	178,017	178,017	n/a
<b>Total Expenditures</b>	<b>7,310,967</b>	<b>15,686,951</b>	<b>8,375,984</b>	<b>215%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 1,217,245</b>	<b>\$ 1,217,245</b>	

Fund Balance 9/30/16	\$ 489,135
FY 2017 Revenue Budget	7,310,967
FY 2017 Expenditure Budget	7,310,967
Projected Ending Fund Balance	<u><u>\$ 489,135</u></u>

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**City of Bellaire**  
**Vehicle and Equipment Replacement Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of March 2017**

	<b>FY 2017 Budget</b>	<b>March Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>					
Transfers - General	\$ 1,007,000	\$ 83,917	\$ 503,500	n/a	\$ 503,500
Transfers - Enterprise	522,000	43,500	261,000	n/a	261,000
Proceeds from Capital Lease	787,667	-	787,666	n/a	1
<b>Total Revenues</b>	<b>2,316,667</b>	<b>127,417</b>	<b>1,552,166</b>	<b>n/a</b>	<b>764,501</b>
<b>Expenditures</b>					
Development Services	25,000	-	-	25,837	(837)
Fire	865,272	38,802	36,872	695,174	133,226
Police	310,000	69,544	214,297	81,024	14,679
Parks & Recreation	55,000	-	-	52,722	2,278
Public Works	210,000	-	-	190,248	19,752
Enterprise Public Works	435,000	-	-	369,099	65,901
<b>Total Expenditures</b>	<b>1,900,272</b>	<b>108,346</b>	<b>251,169</b>	<b>1,414,104</b>	<b>234,999</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ 416,395</b>	<b>\$ 19,071</b>	<b>\$ 1,300,997</b>	<b>n/a</b>	<b>\$ 529,502</b>
Fund Balance 9/30/16	\$ 952,704				
FY 2017 Revenue Budget	2,316,667				
FY 2017 Expenditure Budget	1,900,272				
Projected Ending Fund Balance	<u>\$ 1,369,099</u>				

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**City of Bellaire**  
**Capital Improvements Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of March 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>Budget Adjustments</b>	<b>FY 2017 Revised Budget</b>	<b>March Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>								
General Fund Transfer	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000	\$ 87,500	\$ 525,000	n/a	\$ 525,000
Enterprise Fund Transfer	650,000	-	-	650,000	54,167	325,000	n/a	325,000
Evelyn's Park	-	-	80,990	80,990	-	14,286	n/a	66,704
<b>Total Revenues</b>	<b>1,700,000</b>	<b>-</b>	<b>80,990</b>	<b>1,780,990</b>	<b>141,667</b>	<b>864,286</b>	<b>n/a</b>	<b>916,704</b>
<b>Projects</b>								
FY 2014 City Wide Beautification	-	229,643	-	229,643	-	44,844	-	184,799
FY 2014 Street & Drainage Reconstruction - Phase 5B (a)	-	1,000,919	-	1,000,919	-	63,966	931,499	5,454
FY 2015 Evelyn's Park	-	968,245	80,990	1,049,235	95,656	966,947	38,418	43,870
FY 2015 Memorial Day Flood	-	-	-	-	-	3,918	529	(4,447)
FY 2016 Pavement Mgt Program	800,000	828,044	-	1,628,044	-	44,156	13,928	1,569,960
FY 2016 Playground/Shade/Amenities	100,000	-	-	100,000	-	42,505	57,281	214
FY 2016 ROW	-	50,000	-	50,000	-	42,288	7,463	249
FY 2016 Storm Water Drainage	-	900	-	900	-	900	-	-
FY 2017 BFAC Pool Area Improvements	150,000	-	-	150,000	-	-	-	150,000
FY 2017 Park Master Signage	50,000	-	-	50,000	-	-	-	50,000
FY 2017 Community Pathways Master Plan	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Decorative Standard for Major Streets	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Flood Plain Hazard Mitigation Plan	50,000	-	-	50,000	-	-	-	50,000
<b>Total General Projects</b>	<b>1,300,000</b>	<b>3,077,751</b>	<b>80,990</b>	<b>4,458,741</b>	<b>95,656</b>	<b>1,209,524</b>	<b>1,049,118</b>	<b>2,200,099</b>
FY 2015 City Wide SCADA System	150,000	202,500	-	352,500	-	-	55,640	296,860
FY 2015 Water/Sanitary Sewer Program	-	82,827	-	82,827	-	1,071	-	81,756
FY 2016 Rehab Renwick Ground Storage	400,000	55,000	-	455,000	24,200	24,200	306,065	124,735
FY 2016 WW System Upgrades	50,000	150,473	-	200,473	-	6,898	16,450	177,125
FY 2017 Water System Upgrades	50,000	-	-	50,000	-	-	-	50,000
<b>Total Enterprise Projects</b>	<b>650,000</b>	<b>490,800</b>	<b>-</b>	<b>1,140,800</b>	<b>24,200</b>	<b>32,169</b>	<b>378,155</b>	<b>730,476</b>
<b>Total Expenditures/Encumbrances</b>	<b>1,950,000</b>	<b>3,568,551</b>	<b>80,990</b>	<b>5,599,541</b>	<b>119,856</b>	<b>1,241,693</b>	<b>1,427,273</b>	<b>2,930,575</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (250,000)</b>	<b>\$ (3,568,551)</b>	<b>\$ -</b>	<b>\$ (3,818,551)</b>	<b>\$ 21,811</b>	<b>\$ (377,407)</b>	<b>n/a</b>	<b>\$ (2,013,871)</b>

(a) Pay as you Go portion of Bonds in Fund 620

Fund Balance 9/30/16	\$ 5,600,527
FY 2017 Revenue Budget	1,780,990
FY 2017 Expenditure Budget	5,599,541
Projected Ending Fund Balance	<u>\$ 1,781,976</u>

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**City of Bellaire**  
**Capital Bond Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of March 2017**

	FY 2017 Adopted Budget	Budget Carry-over	FY 2017 Revised Budget	March Actual	YTD Actual	Encumbrance	Budget Balance
<b>Revenues</b>							
Interest	\$ -	\$ -	\$ -	\$ 21,830	\$ 40,151	n/a	\$ (40,151)
Bonds Proceeds	43,610,000	-	43,610,000	-	34,453,942	n/a	9,156,058
<b>Total Revenues</b>	<b>43,610,000</b>	<b>-</b>	<b>43,610,000</b>	<b>21,830</b>	<b>34,494,093</b>	<b>n/a</b>	<b>9,115,907</b>
<b>Non-Project Expenditures</b>							
Operating Transfers Out	-	-	-	-	314,655	-	(314,655)
Bond Issuance Costs	-	-	-	-	224,432	-	(224,432)
Bond Expenditures	-	-	-	-	462,362	-	(462,362)
<b>Total Non-Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,001,449</b>	<b>-</b>	<b>(1,001,449)</b>
<b>Projects</b>							
FY 2012 Drainage Phase 5	-	708,338	708,338	-	-	714,869	(6,531)
FY 2015 Drainage Phase 5B	-	5,022,808	5,022,808	752,524	2,500,211	2,522,597	-
FY 2017 Police/Courts Construction	8,770,800	-	8,770,800	-	-	-	8,770,800
FY 2017 City Hall/Civic Center Construction	7,742,500	-	7,742,500	-	-	-	7,742,500
FY 2017 Transition - New City Hall/Police/Municipal Court	577,700	-	577,700	-	-	57,424	520,276
FY 2013 Design - New City Hall/Police/Municipal Court	1,069,000	431,922	1,500,922	-	139,915	269,032	1,091,975
FY 2015 Evelyn's Park	-	846,306	846,306	192	851,405	167	(5,266)
FY 2015 Nature Discovery Center	-	315,278	315,278	-	262,312	52,966	-
FY 2017 Streets and Drainage	7,000,000	-	7,000,000	-	-	386	6,999,614
FY 2017 Sidewalks	2,000,000	-	2,000,000	-	-	-	2,000,000
FY 2017 Water Line Improvements	3,500,000	-	3,500,000	-	-	-	3,500,000
FY 2017 Wastewater Treatment Plant Improvements	8,200,000	-	8,200,000	-	-	7,964,344	235,656
FY 2017 Wastewater Line Improvements	150,000	-	150,000	-	-	-	150,000
FY 2017 Water Meter Installations	4,600,000	-	4,600,000	-	-	4,817,461	(217,461)
<b>Total Project Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>752,716</b>	<b>3,753,843</b>	<b>16,399,246</b>	<b>30,781,563</b>
<b>Total Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>752,716</b>	<b>4,755,292</b>	<b>16,399,246</b>	<b>29,780,114</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (7,324,652)</b>	<b>\$ (7,324,652)</b>	<b>\$ (730,886)</b>	<b>\$ 29,738,801</b>	<b>n/a</b>	<b>\$ (20,664,207)</b>

Fund Balance 9/30/16	\$ 6,996,187
FY 2017 Revenue Budget	43,610,000
FY 2017 Expenditure Budget	50,934,652
Projected Ending Fund Balance	<u>\$ (328,465)</u>

**Note:** Ending balance RBB funds from General CIP will be used to reconcile negative balance.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire  
Metro Fund  
Revenues and Expenditures (unaudited)  
YTD as of March 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>March Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Metro Sales Tax	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 87,120	\$ 560,391	n/a	\$ 639,609
Interest	-	-	-	1,462	6,256	n/a	(6,256)
<b>Total Revenues</b>	<b>1,200,000</b>	<b>-</b>	<b>1,200,000</b>	<b>88,582</b>	<b>566,647</b>	<b>n/a</b>	<b>633,353</b>
<b>Projects</b>							
FY 2014 City Wide Trip Hazard	-	177,108	177,108	-	-	177,108	0
FY 2014 Sidewalk Projects	-	185,283	185,283	-	-	-	185,283
FY 2015 Street Pavement Mgt Program	1,200,000	1,485,172	2,685,172	280,338	988,093	1,436,048	261,031
FY 2015 Street Striping Program	-	15,953	15,953	-	-	-	15,953
<b>Total Expenditures</b>	<b>1,200,000</b>	<b>1,863,516</b>	<b>3,063,516</b>	<b>280,338</b>	<b>988,093</b>	<b>1,613,156</b>	<b>462,267</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$(1,863,516)</b>	<b>\$(1,863,516)</b>	<b>\$ (191,756)</b>	<b>\$(421,446)</b>	<b>n/a</b>	<b>\$ 171,086</b>
Fund Balance 9/30/16	\$ 2,172,194						
FY 2017 Revenue Budget	1,200,000						
FY 2017 Expenditure Budget	3,063,516						
Projected Ending Fund Balance	<u>\$ 308,678</u>						

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**CITY OF BELLAIRE  
CURRENT PROPERTY TAX COLLECTIONS  
FY 2014 - FY 2017**

<u>Month</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	652,841	585,025	131,234	272,719
Dec	3,255,591	4,865,374	3,881,188	2,965,928
Jan	6,438,379	6,075,640	8,702,108	5,656,798
Feb	3,605,747	3,634,938	4,005,865	2,859,743
Mar	137,922	296,537	206,525	132,698
Apr	102,078	63,640	90,455	
May	45,507	55,636	49,017	
Jun	41,695	53,382	57,865	
Jul	2,853	4,673	14,076	
Aug	-	-	-	-
Sep	-	-		
			YTD Collections	\$ 11,887,886
			% of Budget	64.00%
			% of Total Levy	63.90%
			FY 2017 Budget - Total Tax Revenue	\$ 18,573,641
			2016 Tax Year Taxable Value - Certified Appraisal Roll*	\$ 4,546,701,928
			2016 Tax Year - Under Protest or not Certified*	255,408,384
			Total	<u>4,802,110,312</u>
			Total Levy at \$0.3874 / \$100 =	<u>\$ 18,603,375</u>

**Ten Largest Taxpayers in City of Bellaire (Tax Year 2016) \***

		<u>Taxable Value</u>
Chevron Chemical Company	Oil & Gas	81,889,532
KBS SOR 6565 6575 West Loop	Land/Improvements	39,173,621
Pin Oak North Parcres LL LLC	Land/Improvements	38,140,622
BRI 1833 6330 LLC	Land/Improvements	37,836,000
Centerpoint Energy Inc.	Electric Utility	31,186,932
SBC Communications	Utility	28,497,360
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,000,000
CHP Houston TX Hospital Land	Hospital	24,441,321
Pin Oak South Parcel LL LLC	Land/Improvements	19,781,055
Pin Oak North Parcres LL LLC	Land/Improvements	13,745,000
		<u>\$ 341,691,443</u>

Tax Levy @ \$0.3874/100	<u>\$ 1,323,713</u>
% of Total Levy	7.12%

\* Source: Municipal Advisory Council of Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
HOUSING INFORMATION  
FY 2017**

**March**

**Houses, Townhomes & Vacant Lots for Sale \***

<u>Price Range</u>	
\$ 0 - \$ 250,000	-
\$ 250,001 - \$ 500,000	39
\$ 500,001 - \$ 750,000	27
\$ 750,001 - \$ 1,000,000	37
> \$ 1,000,000	97
<b>Total Units For Sale *</b>	<b>200</b>
<b>Total HCAD Residential Units/Lots **</b>	<b>6,199</b>

**For Sale as a % of Total Units** 3.23%

**Highest Listing Price - Home** \$ 3,825,000  
**Lowest Listing Price - TH/Lot** \$ 299,000

**Houses for Lease \*** 69

**Highest Lease/Month** \$ 7,950  
**Lowest Lease/Month** \$ 1,400

**Foreclosure History as of end of Quarter Reported by RealtyTrac**

	<u>Auction</u>	<u>Bank Owned</u>
At Quarter End 12-31-14	3	2
At Quarter End 03-31-15	4	2
At Quarter End 06-30-15	3	2
At Quarter End 09-30-15	2	2
At Quarter End 12-31-15	3	2
At Quarter End 03-31-16	2	2
At Quarter End 06-30-16	-	2
At Quarter End 09-30-16		2
At Quarter End 12-31-16	2	3
At Quarter End 03-17-17	3	2

**New Residential Construction**

<u>Fiscal Year</u>	<u>New Units</u>	<u>Dollar Value</u>	
		<u>Construction</u>	<u>Avg/Unit</u>
2007	169	85,632,703	506,702
2008	132	75,405,507	571,254
2009	49	26,026,889	531,161
2010	***	34,682,458	541,913
2011	56	30,064,905	536,873
2012	***	54,914,376	590,477
2013	***	65,491,037	579,567
2014	125	78,420,596	627,365
2015	98	52,190,001	532,551
2016	73	44,585,564	610,761
2017	31	14,894,785	480,477

**Average Appraised Value (Tax Year 2016)** \$ 843,265

\* Source: realtor.com does not include for sale or lease by owner

\*\* Based on information provided by the Harris County Tax Assessor-Collector and the Harris County Appraisal District includes estimated values

\*\*\* Numbers revised based on system correction

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE**  
**SUMMARY OF SALES & MIXED BEVERAGE TAX**  
**FY 2015 - FY 2017**

<u>Payment</u>				
<u>Month</u>	<u>Period</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
<b><u>Sales Tax</u></b>				
Oct	Aug	\$ 168,534	\$ 153,643	\$ 153,452
Nov	Sep	204,637	236,498	179,528
Dec	Oct	187,620	196,711	177,498
Jan	Nov	168,955	253,578	203,388
Feb	Dec	289,944	253,419	232,674
Mar	Jan	175,468	176,377	174,240
Apr	Feb	168,824	171,712	
May	Mar	201,769	210,865	
Jun	Apr	174,538	172,229	
Jul	May	171,111	186,436	
Aug	Jun	230,014	266,791	
Sep	Jul	209,043	178,264	
<b>Sub-Total</b>		<u>\$ 2,350,457</u>	<u>\$ 2,456,522</u>	<u>\$ 1,120,782</u>
<b><u>Mixed Beverage</u></b>				
Oct	1st Qtr	5,493	6,012	4,668
Jan	2nd Qtr	6,053	5,238	4,408
Apr	3rd Qtr	5,839	5,570	
Jul	4th Qtr	6,004	5,970	
<b>Sub-Total</b>		<u>23,389</u>	<u>22,790</u>	<u>9,075</u>
<b>Total</b>		<u><u>\$ 2,373,846</u></u>	<u><u>\$ 2,479,312</u></u>	<u><u>\$ 1,129,857</u></u>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
SUMMARY OF FRANCHISE FEES  
FY2015 - FY 2017**

	<b>Total <u>FY 2015</u></b>	<b>Total <u>FY 2016</u></b>	<b>YTD <u>FY 2017</u></b>
<b>Electric</b>	\$ 823,552	\$ 823,825	\$ 480,947
<b>Gas</b>	123,933	90,735	36,989
<b>Telephone</b>	115,691	114,371	53,112
<b>Cable</b>	<u>328,259</u>	<u>335,611</u>	<u>163,363</u>
<b>Total</b>	<b><u>\$ 1,391,435</u></b>	<b><u>\$ 1,364,542</u></b>	<b><u>\$ 734,410</u></b>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
SUMMARY OF PURCHASE ORDERS  
FY 2017**

	Oct-16		Nov-16		Dec-16		1st Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>	320	\$ 3,450,562	265	\$ 900,844	187	\$ 651,711	772	\$ 5,003,118
<u>PO for \$5,000 - \$50,000</u>	37	\$ 556,054	27	\$ 389,891	13	\$ 238,795	77	\$ 1,184,740
% of Total Purchase Orders	11.56%	16.11%	10.19%	43.28%	6.95%	36.64%	9.97%	23.68%
\$ 5,000 - \$ 25,000	33	\$ 406,163	23	\$ 263,797	10	\$ 130,723	66	\$ 800,683
\$ 25,001 - \$ 50,000	4	\$ 149,891	4	\$ 126,093	3	\$ 108,073	11	\$ 384,056
	Jan-17		Feb-17		Mar-17		2nd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>	240	\$ 1,866,761	213	\$ 1,525,304	160	\$ 26,618,823	613	\$ 30,010,888
<u>PO for \$5,000 - \$50,000</u>	20	\$ 307,803	14	\$ 219,796	25	\$ 335,309	59	\$ 862,908
% of Total Purchase Orders	8.33%	16.49%	6.57%	14.41%	15.63%	1.26%	9.62%	2.88%
\$ 5,000 - \$ 25,000	17	\$ 188,053	11	\$ 109,676	19	\$ 213,785	47	\$ 511,514
\$ 25,001 - \$ 50,000	3	\$ 119,750	3	\$ 110,120	6	\$ 121,524	12	\$ 351,394
	Apr-17		May-17		Jun-17		3rd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<u>PO for \$5,000 - \$50,000</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Jul-17		Aug-17		Sep-17		4th Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<u>PO for \$5,000 - \$50,000</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -

\* Purchases include bids, sole source, and cooperative purchasing.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE, TEXAS**  
**SUMMARY INVESTMENT REPORT**  
**Fiscal Year 2017 through March 31, 2017**

Account Description	Date		Rate/ Coupon	Purchase Yield	Purchase Price	Market Price	Face Amount	Book Value	Market Value	Interest		Beginning Values @ 10/01/16	
	Purchase	First Call								Accrued	Book Value	Book Value	Market Value
<b>Amegy Bank of Texas</b>													
Concentration Account	03/31/17	n/a	0.0000%	0.0000%	\$ -	\$ -	\$ 4,174,318	\$ 4,174,318	\$ 4,174,318	\$ -	\$ 4,356,143	\$ 4,356,143	\$ 4,356,143
<b>Sub-total</b>							4,174,318	4,174,318	4,174,318	-	4,356,143	4,356,143	4,356,143
<b>Government Securities</b>													
FFCB 3133EFV38	03/29/16	03/29/17	1.2500%	1.2500%	100.00	99.518	1,000,000	1,000,000	995,180	6,250	1,000,000	999,956	999,956
FNMA 3136G4AP8	09/30/16	03/30/17	1.2500%	1.2500%	100.00	99.110	1,000,000	1,000,000	991,104	6,250	1,000,000	999,795	999,795
FHLMC 3134GA7A6	03/28/17	09/09/18	1.5000%	1.5000%	100.00	99.928	1,000,000	1,000,000	999,279	875	-	-	-
<b>Sub-total</b>							3,000,000	3,000,000	2,985,563	13,375	2,000,000	1,999,751	1,999,751
<b>TexPool Investments</b>													
Concentration Account	03/31/17	n/a	0.6222%	0.6222%	100.00	100.000	39,843,229	39,843,229	39,843,229	32,026	4,774,276	4,774,276	4,774,276
METRO Account	03/31/17	n/a	0.6222%	0.6222%	100.00	100.000	2,767,971	2,767,971	2,767,971	6,256	2,301,706	2,301,706	2,301,706
G.O. Bonds, Series 2014	03/31/17	n/a	0.6222%	0.6222%	100.00	100.000	1,230,674	1,230,674	1,230,674	3,230	1,432,702	1,432,702	1,432,702
G.O. Bonds, Series 2015	03/31/17	n/a	0.6222%	0.6222%	100.00	100.000	6,305,759	6,305,759	6,305,759	16,209	7,933,119	7,933,119	7,933,119
<b>Sub-total</b>							50,147,632	50,147,632	50,147,632	57,720	16,441,802	16,441,802	16,441,802
<b>TexSTAR Investments</b>													
Concentration Account	03/31/17	n/a	0.6269%	0.6269%	100.00	100.000	2,328,026	2,328,026	2,328,026	2,574	2,325,452	2,325,452	2,325,452
<b>Sub-total</b>							2,328,026	2,328,026	2,328,026	2,574	2,325,452	2,325,452	2,325,452
<b>Total</b>							\$ 59,649,976	\$ 59,649,976	\$ 59,635,539	\$ 73,669	\$ 25,123,397	\$ 25,123,148	\$ 25,123,148
Amegy Bank Earnings Credit Rate:										Year-to-date Bank Fee Offset			\$ 27,910
Weighted Average Yield:													
Comparative Yields:													
3-month Treasury Bill										0.6146%			
6-month Treasury Bill										0.7600%			
2-year Treasury Note										0.9100%			
										1.2700%			

To the best of our knowledge, this report is in compliance with the investment strategy expressed in Chapter 2, Administration, Section 2-10, Investment Policy of the Code of Ordinances of the City of Bellaire, Texas and with the Texas Public Funds Investment Act., V.T.C.A., Government Code Ch. 2256, as amended.




\_\_\_\_\_  
**FINANCIAL OFFICER:**

\_\_\_\_\_  
**ASSISTANT DIRECTOR OF FINANCE:**

**CITY OF BELLAIRE, TEXAS**  
**INVESTMENT ACTIVITY REPORT**  
**Fiscal Year 2017 through March 31, 2017**

Account Description	Purchase	Date	Rate/ Coupon	Face Amount	Beginning Values		Fiscal Year-To-Date Activity				Ending Values	
					10/01/16 Book Value	10/01/16 Market Value	Deposits/ Purchases	Withdrawals/ Maturities/Calls	Incr/(Decr) Market Value	03/31/17 Book Value	03/31/17 Market Value	
Amegy Bank of Texas Concentration Account Sub-total	03/31/17	n/a	04/01/17	0.0000%	\$ 4,174,318	\$ 4,356,143	\$ 4,356,143	\$ 29,552,553	\$ 29,734,378	\$ -	\$ 4,174,318	\$ 4,174,318
					4,174,318	4,356,143	4,356,143	29,552,553	29,734,378	-	4,174,318	4,174,318
Government Securities	03/29/16	03/29/17	03/29/19	1.2500%	1,000,000	1,000,000	999,956	-	-	(4,776)	1,000,000	995,180
	09/30/16	03/30/17	09/30/19	1.2500%	1,000,000	1,000,000	999,795	-	-	(8,691)	1,000,000	991,104
	03/28/17	09/09/18	09/09/19	1.5000%	1,000,000	-	-	1,000,000	-	(721)	1,000,000	999,279
	Sub-total				3,000,000	2,000,000	1,999,751	1,000,000	-	(14,188)	3,000,000	2,985,563
TexPool Investments	03/31/17	n/a	04/01/17	0.6222%	39,843,229	4,774,276	4,774,276	45,364,592	10,295,638	-	39,843,229	39,843,229
	03/31/17	n/a	04/01/17	0.6222%	2,767,971	2,301,706	2,301,706	479,526	13,262	-	2,767,971	2,767,971
	03/31/17	n/a	04/01/17	0.6222%	1,230,674	1,432,702	1,432,702	449,719	651,747	-	1,230,674	1,230,674
	03/31/17	n/a	04/01/17	0.6222%	6,305,759	7,933,119	7,933,119	16,209	1,643,569	-	6,305,759	6,305,759
	Sub-total				50,147,632	16,441,802	16,441,802	46,310,046	12,604,216	-	50,147,632	50,147,632
TexSTAR Investments	03/31/17	n/a	04/01/17	0.6269%	2,328,026	2,325,452	2,325,452	2,574	-	-	2,328,026	2,328,026
	Sub-total				2,328,026	2,325,452	2,325,452	2,574	-	-	2,328,026	2,328,026
	Total				\$ 59,649,976	\$ 25,123,397	\$ 25,123,148	\$ 76,865,173	\$ 42,338,594	\$ (14,188)	\$ 59,649,976	\$ 59,635,539

**CITY OF BELLAIRE, TEXAS**  
**INVESTMENT SUPPLEMENTARY REPORT**  
**As of March 31, 2017**

		GASB 31 Market Reserve		Claim on Cash by Fund	
		Book Value	GASB 31 Market Reserve	Fund Classifications	03/31/17 Balance
<b>Account Description</b>	<b>Maturity</b>				
<u><b>Amegy Bank of Texas</b></u>				<u><b>Governmental Funds</b></u>	
Concentration Account	04/01/17	\$ 4,174,318	\$ -	100 - General Fund	\$ 10,376,048
<b>Sub-total</b>		<u>4,174,318</u>	<u>-</u>	200 - Special Revenue Fund	395,606
				300 - Debt Service Fund	1,705,889
<u><b>Government Securities</b></u>				600 - VET Fund	2,253,700
FFCB 3133EFV38	03/29/19	1,000,000	(4,820)	610 - CIP Fund	5,223,121
FNMA 3136G4AP8	09/30/19	1,000,000	(8,896)	620 - CIP Bond Fund	37,956,158
FHLMC 3134GA7A6	09/09/19	1,000,000	(721)	630 - METRO Fund	1,673,178
<b>Sub-total</b>		<u>3,000,000</u>	<u>(14,437)</u>	Total Governmental Funds	<u>59,583,700</u>
<u><b>TexPool Investments</b></u>				<u><b>Proprietary Funds</b></u>	
Concentration Account	04/01/17	39,843,229	-	500 - Enterprise Fund	66,276
METRO Account	04/01/17	2,767,971	-	Total Proprietary Funds	66,276
G.O. Bonds, Series 2014	04/01/17	1,230,674	-	Total	<u>\$ 59,649,976</u>
G.O. Bonds, Series 2015	04/01/17	6,305,759	-		
<b>Sub-total</b>		<u>50,147,632</u>	<u>-</u>		
<u><b>TexSTAR Investments</b></u>					
Concentration Account	04/01/17	2,328,026	-		
<b>Sub-total</b>		<u>2,328,026</u>	<u>-</u>		
<b>Total</b>		<u>\$ 59,649,976</u>	<u>\$ (14,437)</u>		



**Reporting of Donations as per Resolution 14-09**  
**Donations Approved During Quarter Ended March 31, 2017**

Date	Donor	Designation	Value
Police - Donations			
02/17/17	SymbolArts Corporation	Donated 100 End of Watch pins	\$ 200
			<u>\$ 200</u>
Library - Donations			
01/03/17	Bellaire Young Mothers Group	Craft supplies for children's programming	\$ 375
01/26/17	Subashini Basavaraju	Picture books	\$ 101
01/31/17	Pin Oak Estates Homeowner's Association	Library	\$ 100
01/31/17	Friends of the Bellaire Library	Needs list for enhancement of Library Services	\$ 12,500
02/22/17	Dani Purcell	Library - mystery books	\$ 300
			<u>\$ 13,376</u>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

APRIL 3, 2017

Council Chamber

Regular Session

7:00 PM

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

### REGULAR SESSION - 7:00 P.M.

#### I. REGULAR MEETING

##### A. Call to Order - Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:01 p.m. on Monday, April 3, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

##### B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** announced that a quorum of the members of City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Ashley Parcus, Administrative Assistant to the Director of Development Services.

Tracy L. Dutton, City Clerk, was absent.

##### C. Inspirational Reading and/or Invocation - Roman F. Reed, Mayor Pro Tem.

**Roman F. Reed, Mayor Pro Tem**, provided the inspirational reading for the evening.

##### D. Pledges of Allegiance - Roman F. Reed, Mayor Pro Tem.

**Mayor Pro Tem Reed** led members of City Council and the audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

##### E. Recognition of Proclamations:

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

1. Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming Jeffrey Collins and Sophia Collins as outstanding citizens of the City of Bellaire, Texas.

**Mayor Friedberg** read and presented a proclamation he issued proclaiming Jeffrey Collins and Sophia Collins as outstanding citizens of the City of Bellaire, Texas, for their community service. Jeffrey Collins and Sophia Collins were both present and accepted their proclamations from the Mayor.

2. Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming the month of April, 2017, as "National Safe Digging Month" in the City of Bellaire, Texas.

**Mayor Friedberg** announced that he was pleased to join with CenterPoint Energy and the Common Ground Alliance in observing the month of April 2017 as "National Safe Digging Month" and read a proclamation that he had issued for that purpose.

3. Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming the week of April 9-15, 2017, as "National Library Week" in the City of Bellaire, Texas.

**Mayor Friedberg** read a proclamation he issued proclaiming the week of April 9-15, 2017, as "National Library Week" in the City of Bellaire, Texas. Diane K. White, Assistant City Manager, accepted the proclamation on behalf of Mary Cohrs, Director of Library.

#### **F. Personal/Audience Comments.**

**Mayor Friedberg** announced that comments on agenda item H(2)(b), the proposed amendments to the Comprehensive Plan and Future Land Use Map with regard to the future redevelopment of the Chevron property, would not be accepted this evening since oral public comment on that item was closed following the public hearing previously held. Comments were invited on items other than item H(2)(b).

#### **Scott Frankel:**

Mr. Frankel addressed City Council regarding Bellaire High School ("BHS"). He implored the City Council to take a stand and help HISD Trustee Mike Lunceford get BHS moved from its current location due to the limited size of BHS' existing property.

#### **Keith Bowers:**

Mr. Bowers addressed City Council in reference to an article he had read in a local newspaper regarding pollution on the Chevron property. Mr. Bowers indicated that he did not see any pollution on the property that would cause concern for anyone. He recommended that Bellaire obtain an opinion from a commercial developer before restricting the property.

Secondly, Mr. Bowers expressed concern regarding the selection of an instrumentation/electrical contractor to take care of water meters, residential waste treatment plants or water treatment plants. In his opinion, the selection method used by the City seemed to violate the law.

Additionally, reference was made to a recent drainage study performed by the City Engineer. Mr. Bowers indicated that he felt that the City could substantially reduce

the risk of flooding in several areas of the City by addressing low hanging fruit mentioned in the drainage study.

**Lynn McBee:**

Ms. McBee addressed City Council regarding page 90 of the agenda packet entitled "City Staff Response to Questions Relevant to the Proposed North Bellaire Special Development Area." Ms. McBee advised that the author of the document was not listed, which was of concern to her.

Secondly, she referenced a memorandum included in the agenda packet dated March 30, 2017, from Mayor Andrew Friedberg. Ms. McBee indicated that for the first time she could recall, a sitting member of City Council committed to writing in advance what his positions and reasons were on a matter. She commended and thanked Mayor Friedberg for providing his position, which was very meaningful to her. Ms. McBee encouraged other members of City Council to prethink their positions and put them in writing.

**Catherine Lewis:**

Ms. Lewis addressed City Council and stated that there was not just one property available in or near Bellaire for Bellaire High School. She indicated that Harris County owned property on Chimney Rock that could serve as an option for HISD.

**Written Comments:**

**Mayor Friedberg** advised that eleven comments related to the Chevron Property were received following the public hearing and prior to the deadline for written comments. For the record, Mayor Friedberg summarized the comments as follows:

***Rani:***

*Rani's family opposed Bellaire High School, multi-family homes, apartments, or commercial developments for the Chevron property citing crime, traffic, and aesthetic concerns.*

***Catherine Lewis:***

*Ms. Lewis wrote in opposition to the amendment as recommended by the Planning and Zoning Commission asking that multi-family, restaurant, and retail uses be removed now rather than waiting for the zoning part of the process. Ms. Lewis preferred business park, office use, medical facilities, or detached single-family residential with big or small lots as being compatible with the neighborhood. She offered several additional thoughts prompted by the discussion of the public hearing and asked that safety, security, and quality of life take priority over tax revenue.*

***Laolu Yemitan:***

*Mr. Yemitan viewed the proposed sale of the Chevron property as the best opportunity to facilitate conversion of perhaps the only remaining large tract within the city limits into the kind of comprehensive development that stood to significantly augment Bellaire residents' ability to live and play in their own community. He disagreed with those who had spoken in opposition to the proposal referencing several other attempts for redevelopment that had repeatedly been met with opposition based on the same concerns. New development seldom had an adverse*

impact, but rather the contrary, in his opinion. Mr. Yemitan favored approval of a comprehensive mixed-use development that would enhance our lifestyle within proximity of where we lived.

**Benjamin Lavine:**

Mr. Lavine saw the proposed sale of the Chevron property as an opportunity to develop a link and some continuity between streets north of Chevron and the rest of the Bellaire residents to the south. He believed the combination of business, retail and residences would work if done in the right manner and that a combination of office park, single-family town homes, and retail on the first floor with offices or high-end luxury high-rise above could work. He emphasized two important points: (1) the need for a buffer zone between properties on Mayfair Street and the Chevron property, citing the City of Dallas' use of single-family town homes for that purpose; and 2) that the property was not an ideal location for historical retail, and that the right retail needed to locate there in order to be supported by the local residential community that surrounded it.

**Edmond D. Wulfe, Chairman and CEO of Wulfe & Co.:**

Mr. Wulfe strongly encouraged the adoption of the proposed amendment. He advised that a Wulfe & Co. partnership recently purchased the 2.5-acre site with the existing gas station on it that adjoined the Chevron property. He referenced his company's prior redevelopment of Meyerland Plaza and recent mixed-use BLVD Place development in the Uptown area. Mr. Wulfe stated that the 2.5-acre site they had purchased could be used independently or collectively with the Chevron tract as a unique opportunity for the City of Bellaire to make possible a high profile, mixed-use complex that could contain all forms of real estate development, including retail, office, medical, hotel, multi-family residential, and single-family residential, while providing a high-profile people place for living, working, and shopping, with dining and entertainment amenities. He noted that the City of Bellaire would very much be a part of the process with its ability to control the plans and concepts through its zoning process and believed that it was in the best interest for the City of Bellaire and its residents to make it possible for a comprehensive, upscale mixed-use development to be sensitively integrated into the lifestyle of the neighborhoods to the benefit of all.

**HFF, L.P.:**

HFF, L.P., advised that they were recently hired by Chevron to advise on the disposition of the company's office complex and property in Bellaire, Texas. They expected that the prime location would attract interest from many prominent developers and, given its characteristic, developers would likely be interested in re-purposing the property into a mixed-use development with a variety of uses. They submitted that high land values in Bellaire would result in high quality development, regardless of the use. Unlike the City of Houston, Bellaire's zoning provided further safeguards by governing future land use.

HFF referenced benefits to Bellaire through greater amenities, additional housing options, including single-family homes, and re-tenanting of the existing office building. HFF supported the proposal as permitting more potential uses in the current designation while maintaining control through the zoning process for specific uses.

**Michael and Lek Tweedy:**

Mr. and Mrs. Tweedy included with their written comment an Excel® decision matrix and tool set that would allow a more effective ranking and discussion of multiple strategic options for the Chevron site to be used by the Planning and Zoning Commission or City Council depending on the vote.

The Tweedys created the Excel® matrix leveraging frequently quoted financial, service burden, and cost metrics for evaluation, as well as more subjective KPI's gleaned from the proposed Urban Design and Beautification Conceptual Master Plan presented in December 2016.

The Tweedys noted that the tool was a product of Stanford University and Strategic Decisions Group.

**Ed Umbright, III:**

Mr. Umbright offered his observation from the public hearings and discussions with neighbors. He stated that he and his neighbors had aligned their concerns with the principles and goals set forth in the Comprehensive Plan, yet felt that the Planning and Zoning Commission and City Council had not responded with principles which led to feelings of either being ignored or that the principles on which decisions were being made were not being communicated.

The absence of principles led to guesses and theories, which had been denied, but not answered, in his opinion. Mr. Umbright indicated that he and his neighbors felt that if the City could respond in principle later, the City ought to be able to respond in principle now without waiting to see what kinds of offers Chevron and the City got.

He urged City Council to take a stand now acknowledging that it might mean approving the proposal, but the Council should at least offer affirmative principles in doing so. The neighbors might not like the principles and might not agree, but at least the response would be on the same level as their concerns and the guesses and theories resolved as opposed to being denied.

**Joe Keathley:**

Mr. Keathley stated that he did a double-take when he read that residents of Bellaire wanted the Chevron property to be zoned for nothing other than single-family residential. A native Houstonian living in Bellaire for 32 years, Mr. Keathley stated he had watched The Village, Highland Village, River Oaks, and the Heights all develop and grow with new modern restaurants, bars, shops, and other multi-family developments and, yet, here it still sat--the old Bellaire Triangle.

Mr. Keathley saw the sale of the Chevron property as the golden opportunity--the chance for a big new modern shiny 30-acre development easy access and cool new restaurants, retail shopping, and green areas to sit out and have an ice cream cone with the kids or a cold beer. He felt a master plan could be worked out that would be something to be proud of--a grand achievement.

**Bryan Wogenstahl:**

Mr. Wogenstahl wrote in opposition to the current Planning and Zoning Commission recommendation saying that the people of the far north side of town did not want anything other than single-family houses on the Chevron property, and that the Planning and Zoning Commission appeared to have disregarded all the public

comments at their meetings by including so many other uses in the recommendation to City Council.

Mr. Wogenstahl asked that City Council to please send the recommendation back to the Planning and Zoning Commission and demand that they use the public opinion to rewrite their recommendation to Council.

**Ross and DeEtte Spence:**

Mr. and Mrs. Spence opposed any mixed-use or multi-family use of the Chevron property. They suggested that punting the issue to the Planning and Zoning Commission was not fair to that Commission or to Chevron. The Spences stated the overwhelming sentiment of the citizens of the City of Homes was for more homes, not apartments or mixed-use. They felt this was a once-in-a-lifetime chance to connect neighborhoods and to solidify the northern portion of Bellaire as a viable neighborhood of single-family homes.

**Mayor Friedberg** announced that public comment was concluded and continued to the next item on the agenda.

**G. Reports:**

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

**Paul A. Hofmann, City Manager**, presented the City Manager's Report dated April 3, 2017, to members of City Council.

At the conclusion of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Monthly Financial Report for the Period Ending February 28, 2017 - Submitted by Terrence Beaman, Chief Financial Officer.

**Terrence Beaman, Chief Financial Officer**, presented the Monthly Financial Report for the Period Ending February 28, 2017, to members of City Council.

At the conclusion of the report, **Mayor Friedberg** opened the floor for questions from City Council. Hearing no questions, Mayor Friedberg advised that the Monthly Financial Report was concluded and moved to the next item on the agenda.

**H. New Business:**

**1. Adoption of Minutes:**

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, March 6, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Mar 6, 2017 6:00 PM

**Mayor Friedberg** asked if there were any corrections to the minutes



dated March 6, 2017, as presented. Hearing none, Mayor Friedberg announced that by general consent the minutes were adopted as presented.

## 2. Adoption of Ordinance(s)/Resolution(s):

- a. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, accepting a donation of a 30' flag pole from Cub Scout Pack 130 and Boy Scout Troop 222 of Bellaire, Texas to be installed in Evelyn's Park - Submitted by Karl Miller, Director of Parks, Recreation and Facilities on behalf of the Evelyn's Park Conservancy.

### **Motion:**

**To adopt the resolution as presented accepting the donation of a 30' flagpole from Cub Scout Pack 130 and Boy Scout Troop 222 to be installed in Evelyn's Park.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded jointly by Trisha S. Pollard, Council Member, and Gus E. Pappas, Council Member}**

**Mayor Friedberg** opened the floor for questions and deliberation. Following questions, Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Trisha S. Pollard, Council Member, and Gus E. Pappas, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague
<b>NAYS:</b>	None
<b>ABSENT:</b>	None

- b. Consideration of and possible action on the adoption of proposed amendments to the City of Bellaire's Comprehensive Plan and Future Land Use Map, with regard to the future redevelopment of the property locally known as the Chevron property. This property is identified as "Business Park" within the Comprehensive Plan, and is currently zoned as Technical Research Park District (TRPD). The property is generally located north of Fournace Place, between South Rice Avenue and the West Loop - Submitted by John McDonald, Director of Development Services.

**Mayor Friedberg** read the caption of the agenda item before City Council and advised that the item was the subject of a public hearing at City Council's last Regular Session and was introduced and presented at that time. He noted that the item had received much attention and public discussion.

Mayor Friedberg continued and advised that, in addition to the oral and



written comments received at the public hearing, written comments submitted after the hearing and before the deadline were included at packet page 73 and summarized earlier in the evening during the public comment period.

Secondly, the City Manager and Staff addressed several questions raised during the public hearing in a "Q&A" format at packet page 90.

Lastly, Mayor Friedberg advised that he wished to make abundantly clear his intent in submitting his own memo, which was included in the packet at page 94. He stated that it was not elevated to any higher importance just because it was in the packet or just because it was offered by the Mayor. The Mayor had one vote, the same as any other Council Member. He noted that he had prepared and submitted the memo just as he would have and, from time to time, did on various issues when he was a Council Member.

Mayor Friedberg concluded by entertaining a motion for the purpose of starting discussion and deliberation.

**Motion:**

**To adopt the ordinance as presented approving and adopting the proposed amendments to the Comprehensive Plan and Future Land Use Map as recommended by the Planning and Zoning Commission.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded and by Pat B. McLaughlan, Council Member}**

Following the motion, Mayor Friedberg opened the floor for questions and deliberation. Following comments from members of City Council regarding the proposed ordinance, Mayor Friedberg offered an amendment to the motion.

**Amendment (No. 1) to Motion:**

**To amend the ordinance by adopting the several amendments included at packet pages 99-101 to the proposed Comprehensive Plan amendment language recommended by the Planning and Zoning Commission.**

**{Moved by Andrew S. Friedberg, Mayor, and seconded by David R. Montague, Council Member}**

**Mayor Friedberg** described the purposes of the revisions he had recommended. He referred to his memo in the meeting packet for a complete discussion, but spoke to a couple of points. A key change that needed to be stated and that he openly acknowledged was that the amendments he proposed would take what would typically be zoning questions, and move them in the process to the planning stage. Mayor Friedberg concluded noting that approximately ten years ago, when he served as a Commissioner on the Planning and Zoning Commission and since that time, he had developed and articulated the position that the City should remain sensitive to and address commercial and institutional

impacts on adjacent residential areas.

Mayor Friedberg opened the floor for deliberation on the amendment to the motion.

**Amendment (No. 1a) to Amendment (No. 1):**

**To delete revision three (i.e., the revisions that would eliminate multi-family development).**

**{Moved by Pat B. McLaughlan, Council Member, and seconded by Michael Fife, Council Member}**

**Mayor Friedberg** opened the floor for deliberation on the amendment to the amendment.

**Gary Mitchell, President, Kendig Keast Collaborative, and John McDonald, Director of Development Services**, provided clarification to members of City Council regarding the recommendations from the Planning and Zoning Commission as related to multi-family development.

**Vote on the Amendment (No. 1a) to Amendment (No. 1):**

<b>RESULT:</b>	<b>FAILED [3 TO 4]</b>
<b>MOVER:</b>	Pat B. McLaughlan, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Reed, McLaughlan, Fife
<b>NAYS:</b>	Friedberg, Pollard, Pappas, Montague
<b>ABSENT:</b>	None

**Roman F. Reed, Mayor Pro Tem**, offered an amendment to the amendment.

**Amendment (No. 1b) to Amendment (No. 1):**

**To eliminate multi-family development for a period of three (3) years, to be formally revisited at the end of three years.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Gus E. Pappas, Council Member}**

**Mayor Friedberg** opened the floor for deliberation on the amendment to the amendment. Following deliberation, Mayor Friedberg called for action on the amendment to the amendment.

**Vote on the Amendment (No. 1b) to Amendment (No. 1):**

<b>RESULT:</b>	<b>FAILED [3 TO 4]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

	Tem
<b>SECONDER:</b>	Gus E. Pappas, Council Member
<b>AYES:</b>	Reed, Pappas, McLaughlan
<b>NAYS:</b>	Friedberg, Pollard, Fife, Montague
<b>ABSENT:</b>	None

**Gus E. Pappas, Council Member**, offered an amendment to the amendment.

**Amendment (No. 1c) to Amendment (No. 1):**

**To add back in the phrase ", including restaurants."**

**{Moved by Gus E. Pappas, Council Member, and seconded jointly by Michael Fife, Council Member, and Roman F. Reed, Mayor Pro Tem}**

**Mayor Friedberg** opened the floor for deliberation on the amendment to the amendment. Following deliberation, Mayor Friedberg called for action on the amendment to the amendment.

**Vote on the Amendment (No. 1c) to Amendment (No. 1):**

<b>RESULT:</b>	<b>ADOPTED [5 TO 2]</b>
<b>MOVER:</b>	Gus E. Pappas, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member, and Roman F. Reed, Mayor Pro Tem
<b>AYES:</b>	Reed, Pollard, Pappas, McLaughlan, Fife
<b>NAYS:</b>	Friedberg, Montague
<b>ABSENT:</b>	None

**Mayor Friedberg** called for action on the amendment (no. 1), as amended.

**Vote on Amendment (No. 1), as Amended:**

<b>RESULT:</b>	<b>ADOPTED [5 TO 2]</b>
<b>MOVER:</b>	Andrew S. Friedberg, Mayor
<b>SECONDER:</b>	David R. Montague, Council Member
<b>AYES:</b>	Friedberg, Pollard, Pappas, Fife, Montague
<b>NAYS:</b>	Reed, McLaughlan
<b>ABSENT:</b>	None

Following further discussion and deliberation, **Mayor Friedberg** called for action on the motion, as amended.

**Vote on Motion, as Amended:**

<b>RESULT:</b>	<b>ADOPTED AS AMENDED [5 TO 2]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Pat B. McLaughlan, Council Member
<b>AYES:</b>	Friedberg, Pollard, Pappas, Fife, Montague
<b>NAYS:</b>	Reed, McLaughlan

**I. Community Interest Items from the Mayor and City Council.**

Community interest items from the Mayor and City Council included expressions of thanks and appreciation to the Patrons for Bellaire Parks and the Parks, Recreation and Facilities Department on a successful Wine & Tapas fundraising event; an expression of congratulations to Jim Harrison on his promotion to Assistant Director of Finance for the City; and a special thanks to Ashley Parcus, Administrative Assistant to the Director of Development Services, for stepping in for City Clerk Tracy L. Dutton during her absence.

**J. Adjourn.**

Mayor Friedberg announced that the Regular Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:37 p.m. on Monday, April 3, 2017.

**II. CLOSED MEETING**

**A. Call to Order - Andrew S. Friedberg, Mayor.**

Andrew S. Friedberg, Mayor, called the closed meeting of the City Council of the City of Bellaire, Texas, to order at 10:37 p.m. on Monday, April 3, 2017.

**B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.**

Mayor Friedberg announced that a quorum of the members of the City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present*
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Ashley Parcus, Administrative Assistant to the Director of Development Services.

Tracy L. Dutton, City Clerk, was absent.

\*Pat B. McLaughlan, Council Member, announced that he was not staying for the

closed meeting and departed when Council retired into the conference room.

**C. Retire into Closed Meeting in the Council Conference Room:**

Mayor Friedberg announced that the City Council was retired into closed meeting at 10:38 p.m. on Monday, April 3, 2017, pursuant to the Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting, to seek advice on legal matters related to the Linbeck construction contract.

**D. Reconvene in Open Meeting in the Council Chamber:**

**Mayor Friedberg** advised that members of City Council had met in closed meeting to consult with the City Attorney and seek advice on legal matters related to the Linbeck construction contract and were now reconvening the open portion of the meeting at 11:52 p.m. on Monday, April 3, 2017.

Mayor Friedberg opened the floor for any motions that were in order at this time. Hearing none, Mayor Friedberg announced that no action would be taken on the subject of the closed meeting.

**E. Adjourn.**

**Mayor Friedberg** announced that the closed meeting was adjourned at 11:54 p.m. on Monday, April 3, 2017.



## Proclamation

*Whereas*, Bellaire residents Jeffrey Collins, 16, and Sophia Collins, 14, are making their mark through meaningful and impactful community service, which both benefits and inspires others; and

*Whereas*, Jeffrey and Sophia, both high school students at the Robert M. Beren Academy, have combined their talents to organize annual city-wide skin cancer screenings, to provide exams free of charge to identify skin cancers as well as to promote a healthy skin lifestyle, and this year's event was held on Sunday, February 26 at Kelsey Seybold Clinic, and was a major undertaking that demonstrated Jeffrey and Sophia's leadership skills and commitment to service; and

*Whereas*, as though that weren't enough, Jeffrey and Sophia additionally run READ for Houston (**R**ecycle, **E**ngage **A**nd **D**onate Your Used Books), which since its creation by their brother Sam, has collected more than 100,000 used books for distribution to both children and adults in under-served areas, primarily at Head Start schools, to promote literacy through reading; and

*Whereas*, through their commendable service Jeffrey and Sophia Collins are an inspiration and source of pride to the City of Bellaire and all its residents;

*Now, Therefore*, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, in celebration of their notable achievements do hereby recognize and proclaim

*Jeffrey Collins and Sophia Collins*

as

*Outstanding Citizens*

of the City of Bellaire, Texas, and express our community's best wishes for their continued success.

*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 April, 2017.



\_\_\_\_\_  
Andrew S. Friedberg  
Mayor  
City of Bellaire, Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





## Proclamation

*Whereas*, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment and personal injury and even death are the potential results; and

*Whereas*, the Common Ground Alliance and its 1,700 members promote the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides potential excavators and homeowners a simple number to reach their local One Call Center to request utility line locations at the intended dig site; and

*Whereas*, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

*Whereas*, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 before you dig;

***Now, Therefore***, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, do hereby proclaim the month of April, 2017, as

### *National Safe Digging Month*

in the City of Bellaire, Texas, and encourage excavators and homeowners throughout the country to always call 811 before digging. Safe digging is no accident.

*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 April, 2017.



\_\_\_\_\_  
Andrew S. Friedberg  
Mayor  
City of Bellaire, Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## Proclamation

*Whereas*, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities; and

*Whereas*, librarians are organizers and information experts who for centuries have guided people to the best information resources. Librarians provide more than facts. They provide the expertise and services that add meaning to those facts; and

*Whereas*, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and delivering new services that connect closely with patrons' needs; and

*Whereas*, libraries and librarians open a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading; and

*Whereas*, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users; and

*Whereas*, libraries, librarians, library workers and supporters across America are celebrating National Library Week;

*Now, Therefore*, I, Andrew S. Friedberg, Mayor of the City of Bellaire, Texas, do hereby proclaim April 9-15, 2017, *National Library Week* in the City of Bellaire, Texas, and encourage all residents to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you and our experts in the library, Libraries Transform.

*In Witness Whereof*, I have hereunto set my hand and seal this 3rd day of April, 2017.



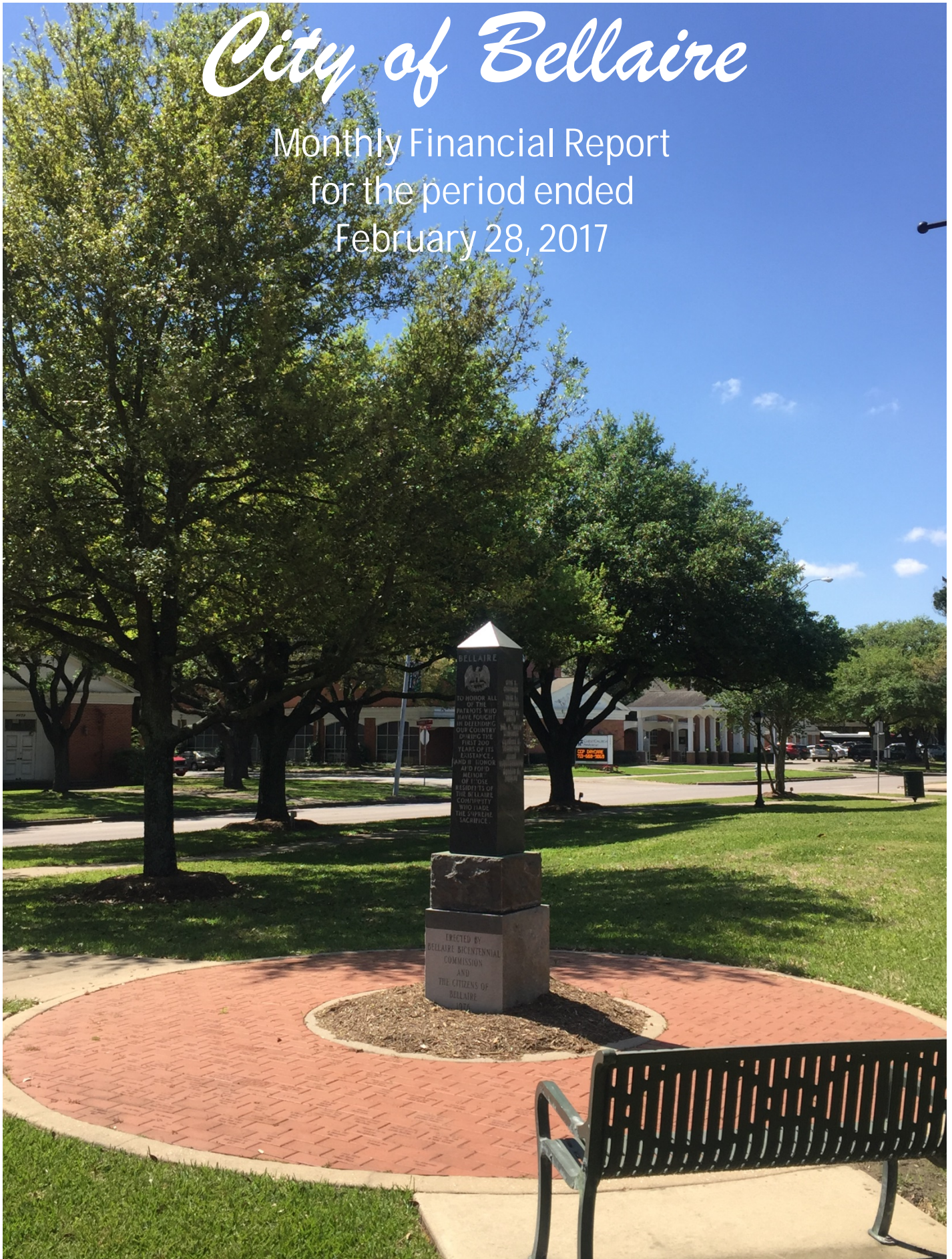
\_\_\_\_\_  
Andrew S. Friedberg, Mayor  
City of Bellaire, Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# City of Bellaire

Monthly Financial Report  
for the period ended  
February 28, 2017



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



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# City of Bellaire Finance

## MEMORANDUM

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To: Paul A. Hofmann, City Manager

From: Terrence Beaman, Chief Financial Officer

Date: April 3, 2017

Subject: Financial Analysis for Five Months Ended February 28, 2017

This financial analysis compares the actual year-to-date revenues and expenditures of the General Fund and Enterprise Fund to their respective allocated budgets. It compares the actual year-to-date revenues and expenditures of the Debt Service Fund to its annual budget.

The allocated budget accounts for cyclical trends in revenues and expenditures versus allocating a straight 1/12 of the annual budget per month. The allocated budget is based on the actual revenue/expenditures incurred by month as a percentage of the total revenue/expenditures incurred by year for the most recent historical five-years.

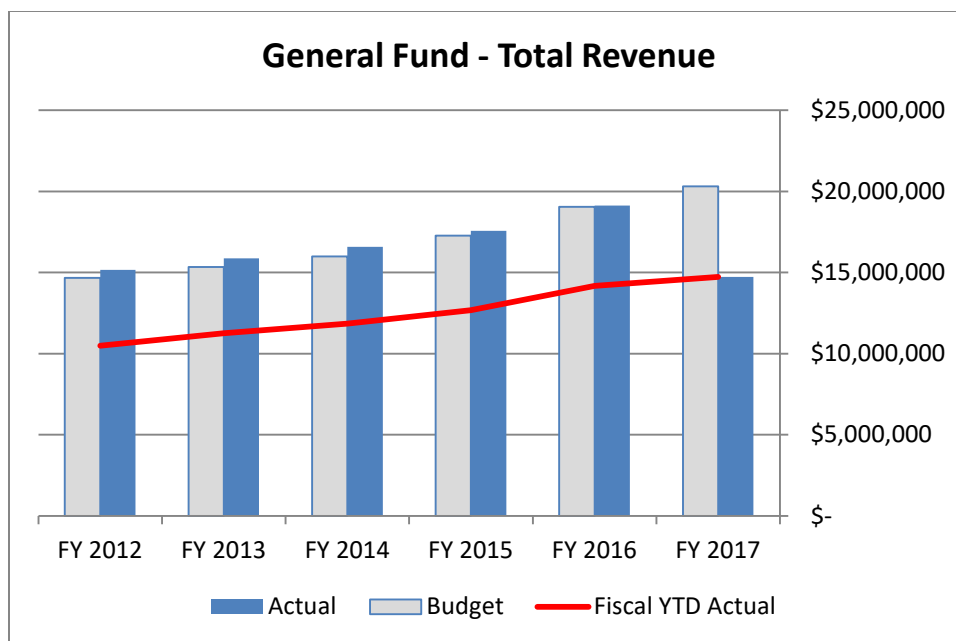
### GENERAL FUND

#### General Fund Revenues:

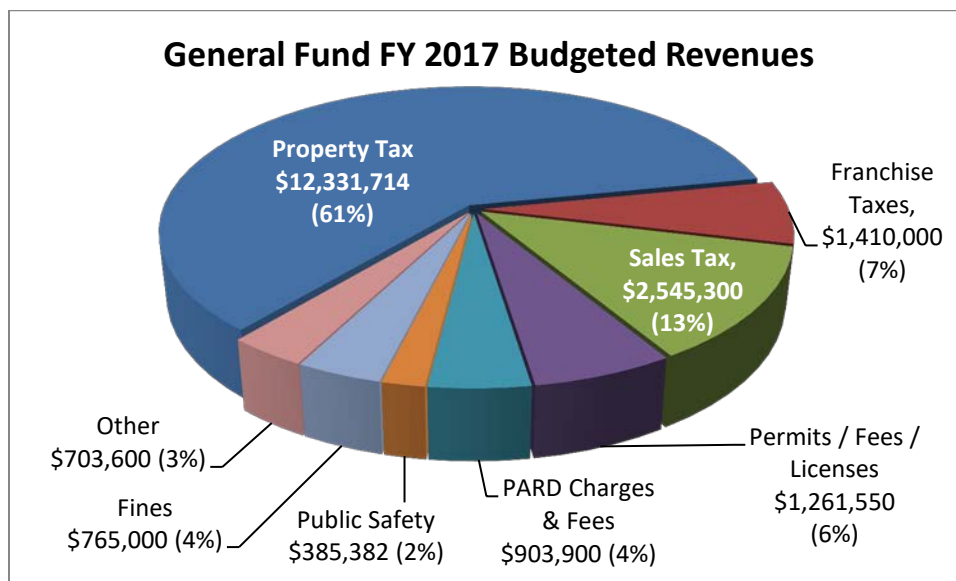
FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$20,306,446	\$15,107,198	\$14,718,286	(\$388,911)

For the five months ended February 2017, the General Fund collected 72% of its total budgeted revenues and is under its allocated budget by \$388,911, or 3%.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

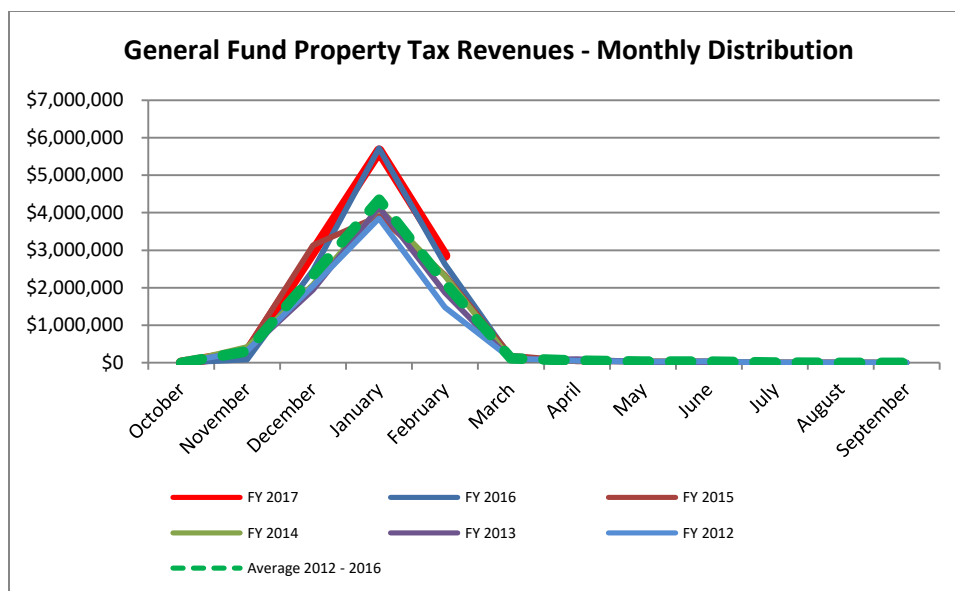


Property tax makes up the largest category of revenues in the General Fund at 61% of all FY 2017 budgeted revenues, followed by sales tax at 13% and franchise taxes at 7%.

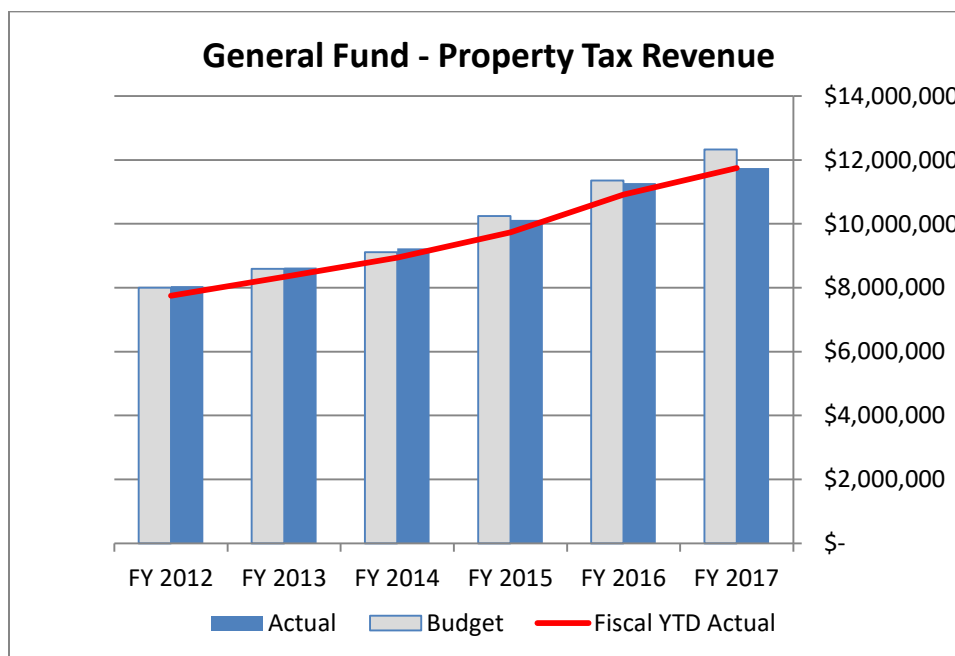


#### Property Tax

The City collected 95%, or \$11,750,747, of its budgeted property tax revenue through the five months ended February 2017, which is under the allocated budget by \$155,112, or 1%. The timing of property tax collections is driven by the January 31 due date, after which penalties are incurred.

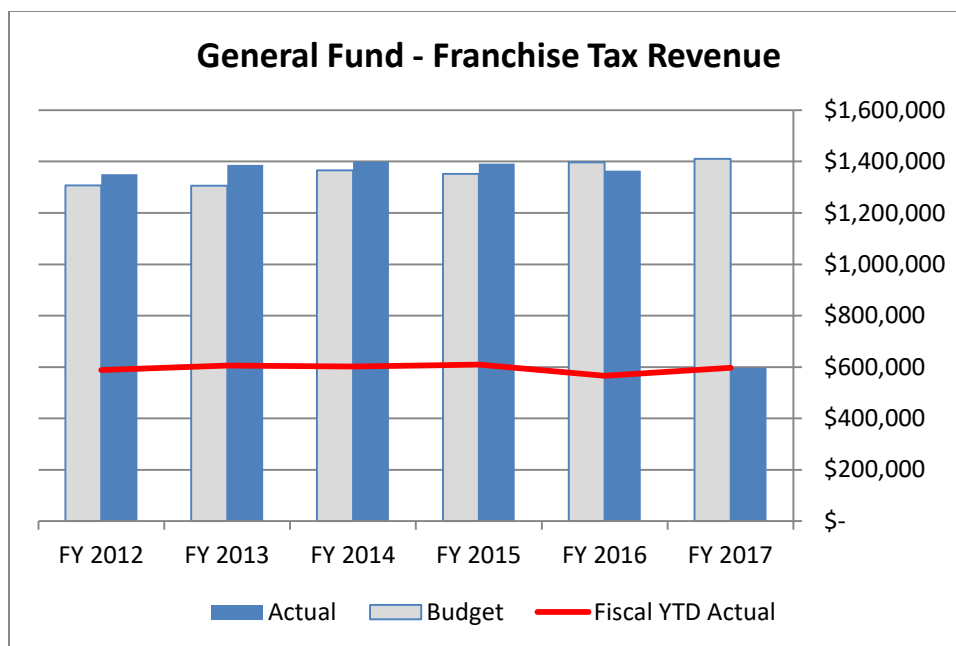


Overall, the General Fund ultimately expects to collect approximately \$12.3 million in property taxes in FY 2017, an increase of \$1.0 million over FY 2016's \$11.3 million. The expected increase in property taxes is driven by a general tax rate increase of \$0.005 per \$100 of assessed value increase, or 2.0%, and a 6.2% increase in taxable values.



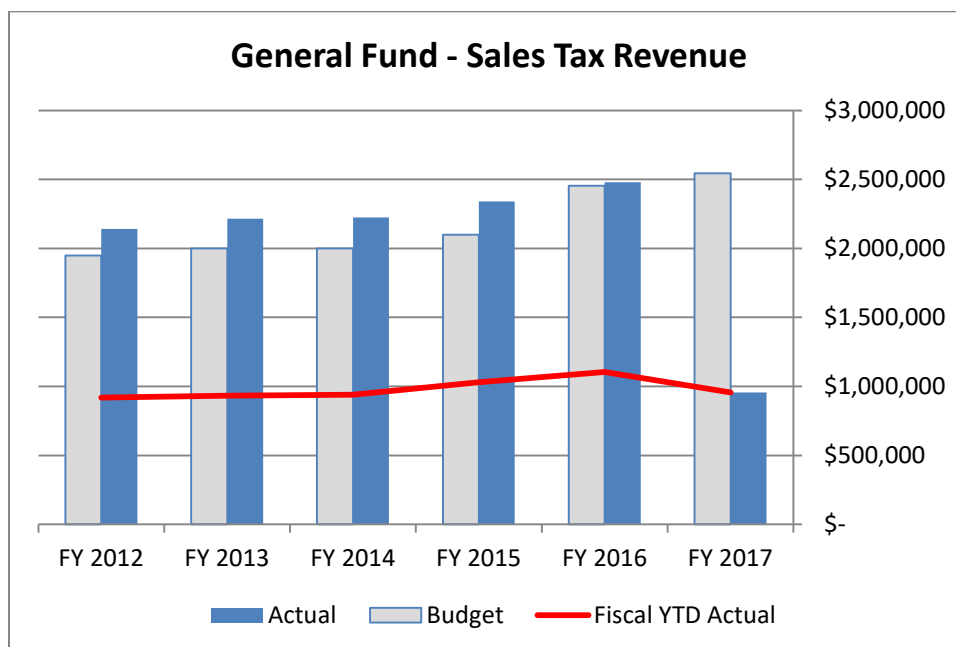
#### Franchise Taxes

Franchise taxes of \$596,973 for the five months ended February 2017 are under the allocated budget by \$10,800, or 2%. Electric franchise tax payments are generally received monthly. Gas, telephone, and cable franchise tax payments are generally received quarterly.



### Sales Tax

Sales tax revenue of \$955,617 for the five months ended February 2017 is under the allocated budget by \$142,511, or 13%.



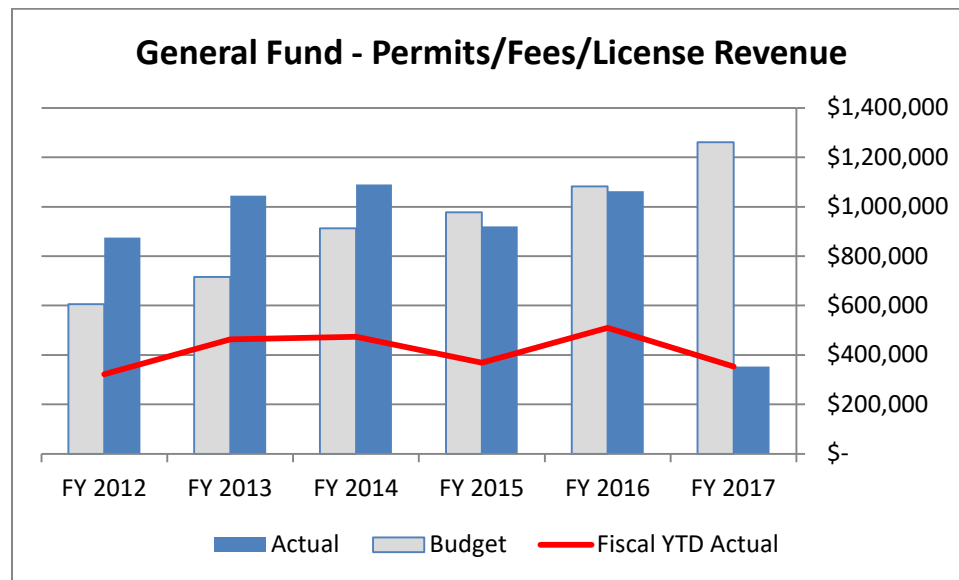
Current year refunds as well as lower than anticipated sales within the City of Bellaire have contributed to sales tax revenue coming in under the allocated budget.

The City's current inter-local agreement with METRO, effective October 2014, requires METRO to pay the City one-half of all sales taxes collected by METRO within the Bellaire city limits. The

City records these revenues in the METRO Fund. The City has experienced a corresponding decline in METRO sales tax receipts in the METRO fund.

#### Permits, Fees, and Licenses

Development permits, fees, and licenses of \$353,330 are under the allocated budget by \$182,810, or 34%. Permits are budgeted to be significantly higher in FY 2017 due to the planned construction of a new H-E-B grocery store. No permit revenue related to the new store was recorded in the five months ended February 2017, and the timing of that permit revenue is not likely to follow the historical trends reflected in the allocated budget. As a result, we may experience significant variances in actual permit revenue as compared to the allocated budget this year.



As reflected in the previous chart, actual fiscal year-to-date permit/fees/license revenue is lower than prior years, so the timing of the H-E-B permit revenue is not the only factor contributing to the variance from the allocated budget. Reduced new home construction has resulted in several major permit/fees/license revenue categories being below historical averages as reflected in the following table.

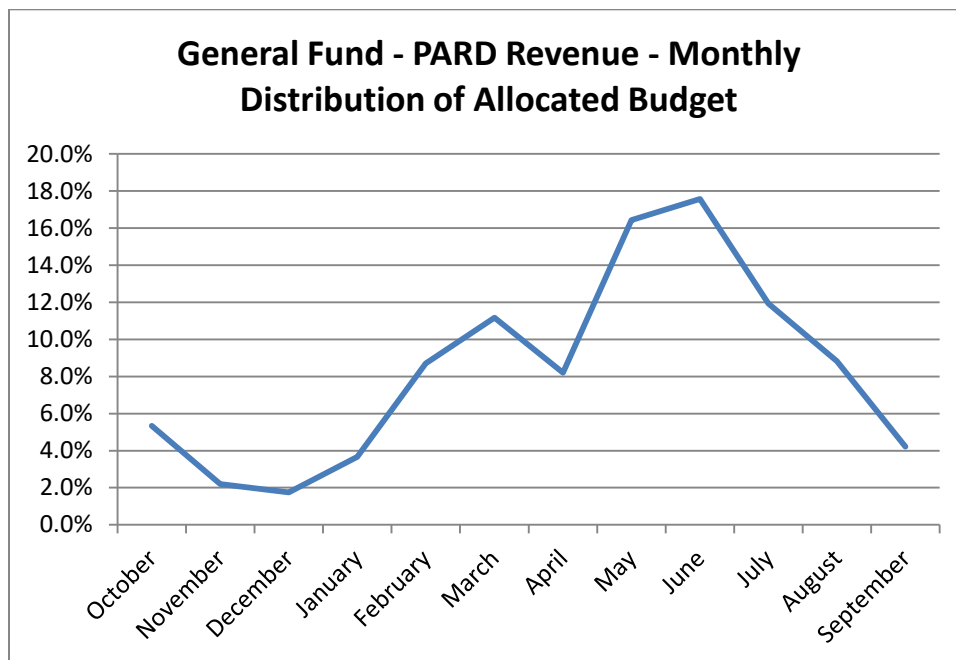
G/L Account	Budget	YTD FY 2017	YTD Avg. FY 2012 - 2016	Over / (Under) Average
4102 – Permits Fire-Plumbing-Gas	\$118,000	\$38,410	\$38,068	\$342
4103 – Permits Electrical	\$71,000	\$22,840	\$22,386	\$454
4104 – Permits Building	\$525,000	\$122,527	\$162,727	(\$40,200)
4121 – Contractor Registration	\$100,000	\$33,043	\$39,115	(\$6,072)
4130 – Plan Check	\$273,000	\$57,062	\$79,368	(\$22,306)

Table includes all G/L accounts in this revenue category with original budgets in excess of \$50,000.

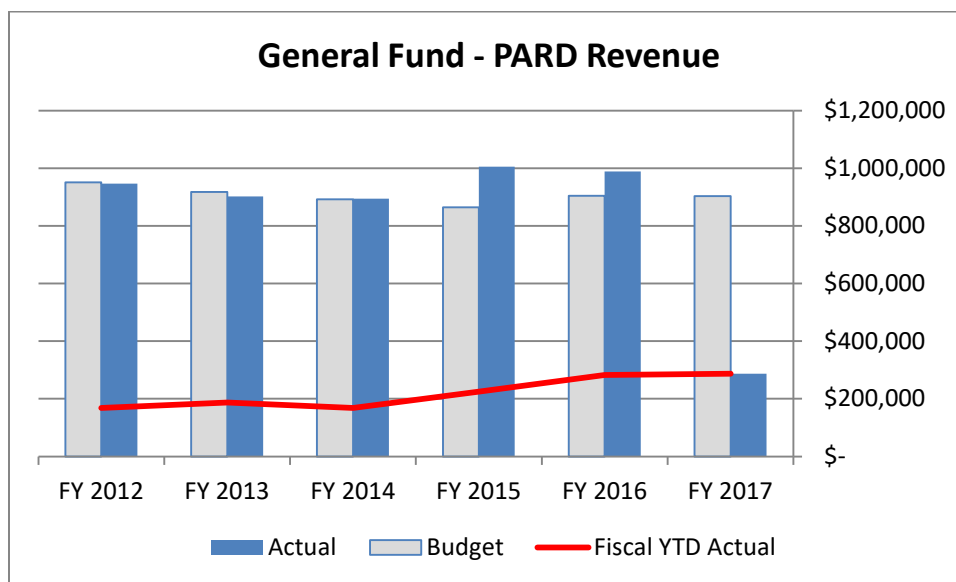


### PARD Charges & Fees

As reflected in the following chart, Parks and Recreation fees are weighted heavily toward the summer months when Camp Paseo is operating and the swimming pools are open daily.

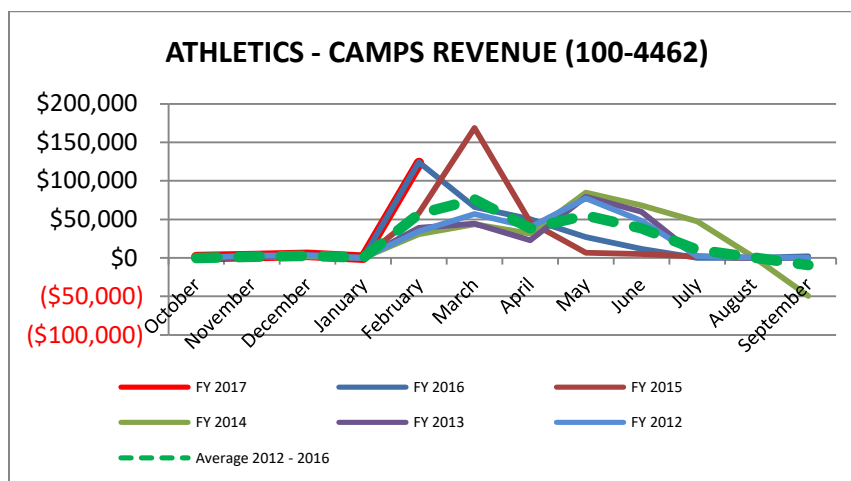


Parks and Recreation fees of \$287,408 are over the allocated budget by \$91,749, or 47%.



The five months ended February 2017 included \$130,593 in camp registration revenue, of which \$123,282 was recorded in February. The average of the prior five years for the comparable period is just \$61,603. Other summer camps have been opening registration earlier and earlier, so beginning last year, we began taking registrations in mid-February instead of the

last week of February and this has shifted a significant amount of revenue from March into February. The following chart illustrates the shift in the revenue recognition of camp registrations.

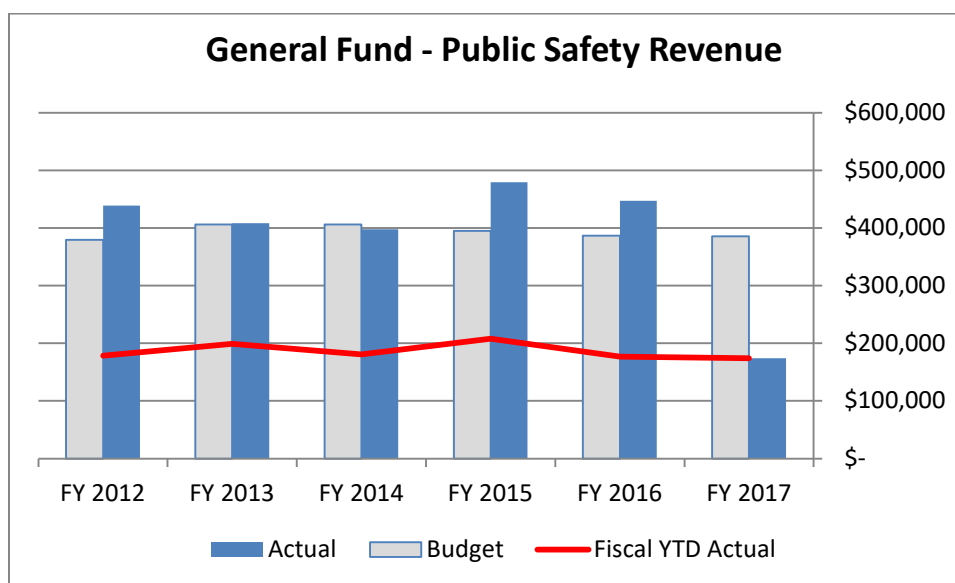


The five months ended February 2017 included \$12,210 in swim lesson revenue. The average of the prior five years for the comparable period is just \$4,012. The increase in swim lesson revenue is primarily due to a restructuring of the personal services contract related to “Swim 300” swim lessons.

The five months ended February 2017 included pool rental revenue of \$13,070. The average of the prior five years for the comparable period is just \$7,967. \$11,400 of the FY 2017 revenue relates to reservations for the Episcopal High School swim team.

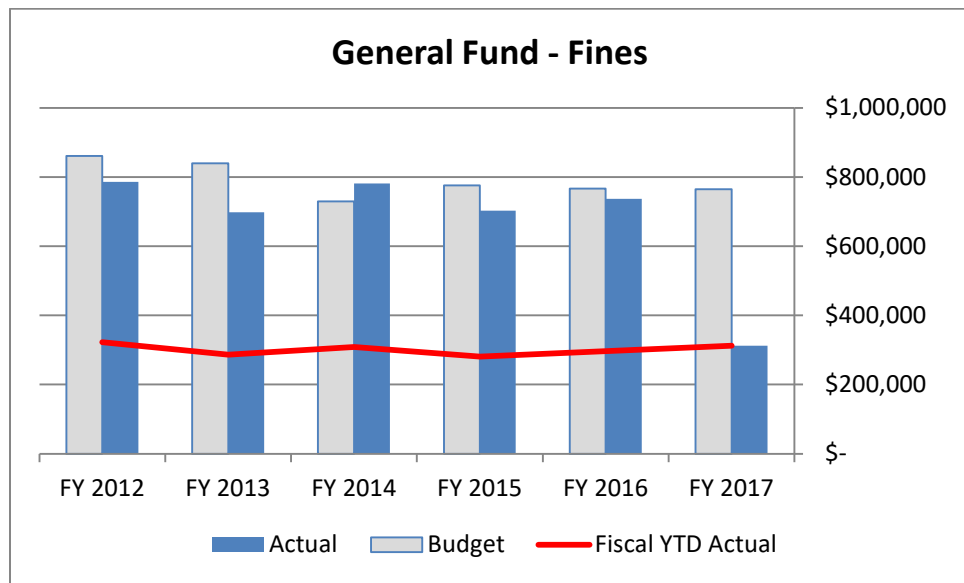
### Public Safety

Public Safety revenues of \$174,172 are over the allocated budget by \$6,404, or 4%.



## Fines

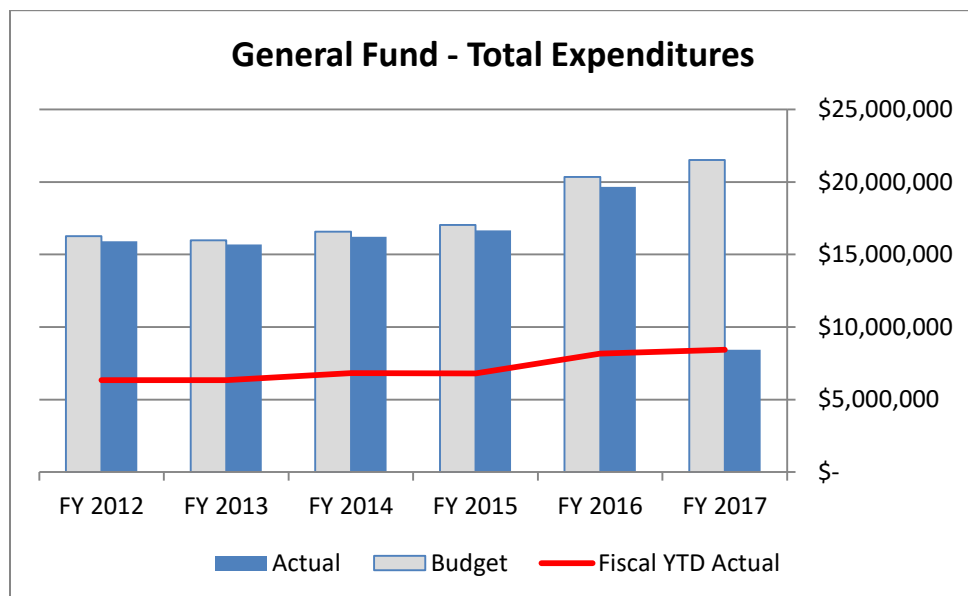
Fine revenues of \$312,741 are above the allocated budget by \$4,129, or 1%.



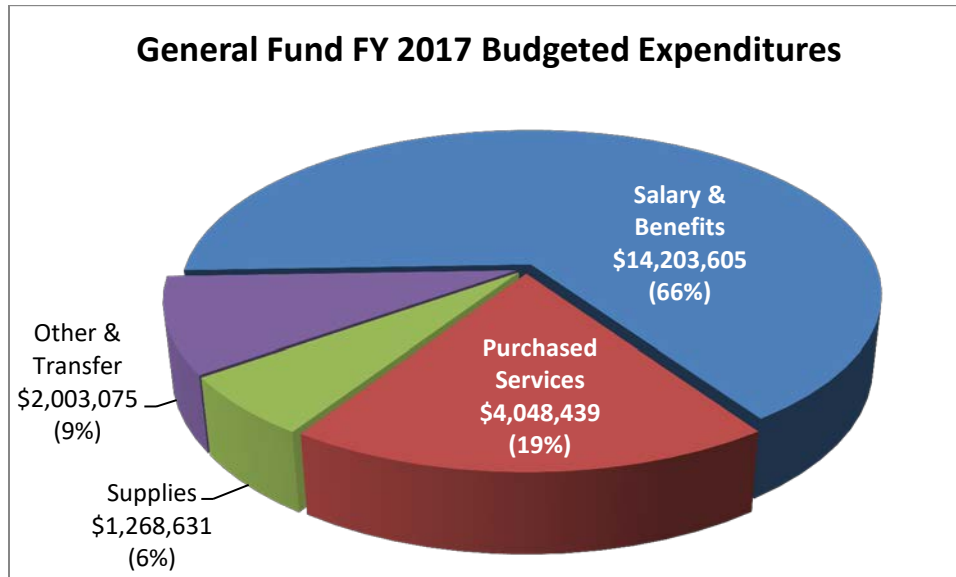
## **General Fund Expenditures:**

FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$21,523,750	\$8,841,992	\$8,427,744	(\$414,248)

For the five months ended February 2017, the General Fund expended 39% of its total budgeted expenditures and is under its allocated budget by \$414,248, or 5%.

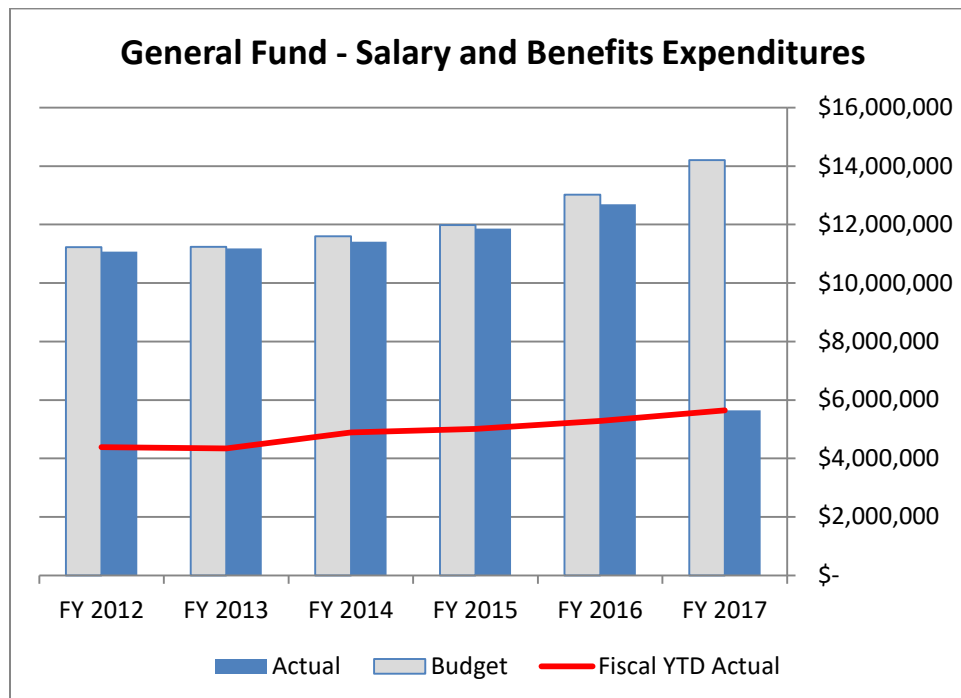


Salaries and benefits make up the largest category of expenditures in the General Fund at 66% of all FY 2017 budgeted expenditures, followed by purchased services at 19%.



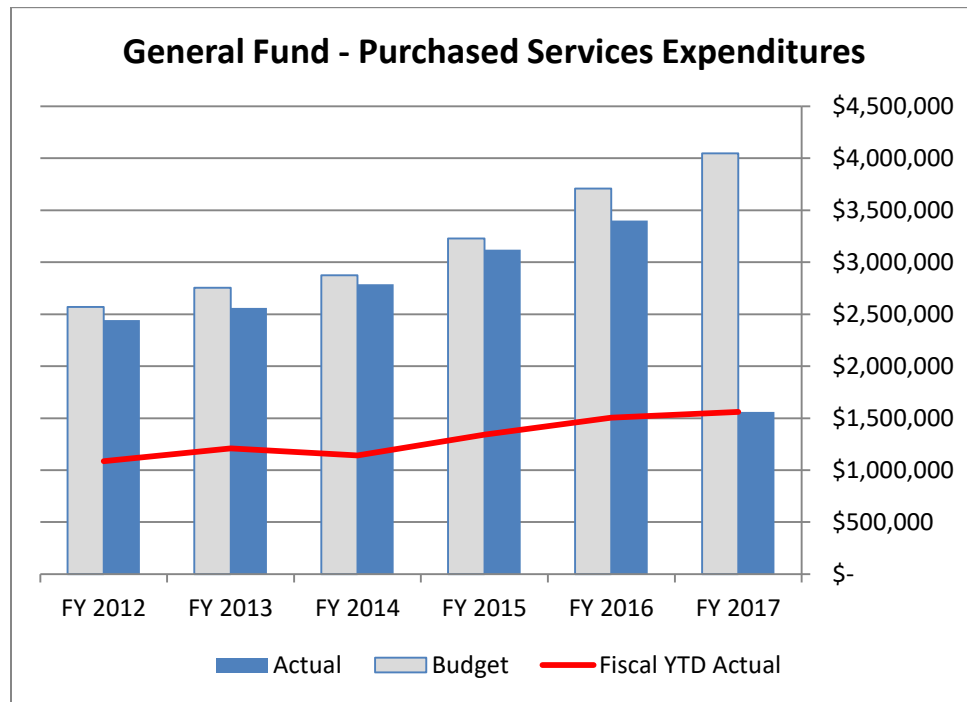
#### Salary and Benefits

Salary and benefits of \$5,646,550 are under the allocated budget by \$182,652, or 3%.



### Purchased Services

Purchased services of \$1,559,176 are under the allocated budget by \$220,185, or 12%.



Some of the larger departmental level variances contributing to this category being below the allocated budget include:

- Police Department – Maintenance, which is primarily related to vehicles, was \$16,298 for the five months ended February 2017 as compared to the prior five-year average of \$28,697.
- Parks (Maintenance) – Other contract labor was \$689 for the five months ended February 2017 as compared to the prior five-year average of \$7,992. This budget is being conserved for a large tree inventory project planned for the summer.
- Parks (Recreation) – Instructor pay was \$17,144 for the five months ended February 2017 as compared to the prior five-year average of \$27,007. We are experiencing a steady shift away from the historical model of the City administering programs, collecting registration fees, and paying instructors to a new model of instructors administering programs, collecting registration fees directly, then remitting a portion of the fees to the City. Technology advancements have made the administration of programs, including registration, billing, payment processing, etc., accessible to individual instructors, sometimes through apps on smart phones or iPads, and they no longer need to rely on our administrative capabilities. As individual program contracts are restructured, revenues decrease and instructor pay is eliminated, causing our current instructor pay to be below historical balances.

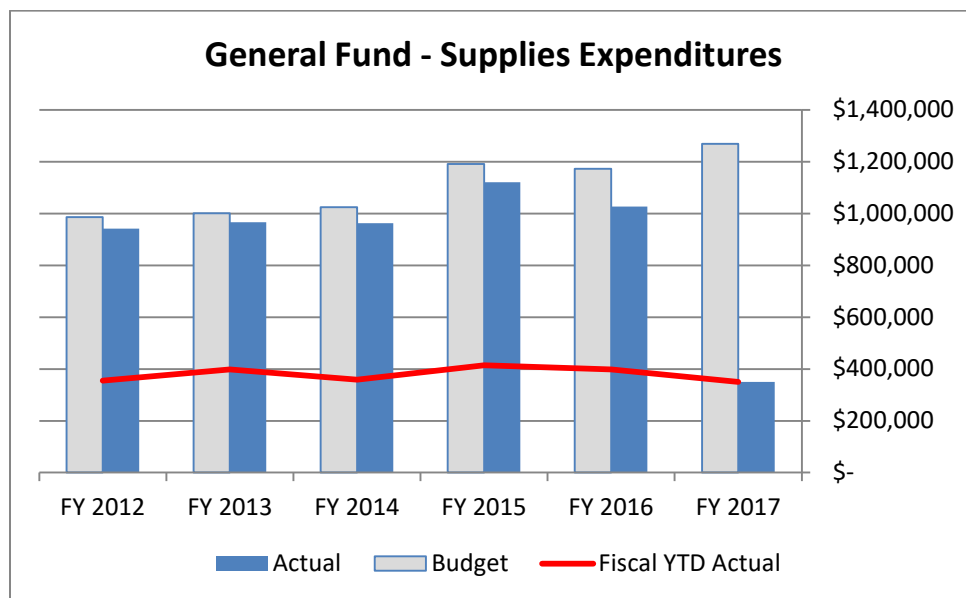
- Public Works (Streets) – Maintenance, which is primarily related to vehicles and traffic signals, was \$25,544 for the five months ended February 2017 as compared to the prior five-year average of \$36,934.

In addition, the variances below are timing related and should diminish prior to year-end.

- IT – IT communications maintenance (maintenance service agreements) was \$6,834 for the five months ended February 2017 as compared to the prior five-year average of \$9,457 because of the timing of annual maintenance agreement payments.
- Legal – Legal fees were \$14,625 for the five months ended February 2017 as compared to the prior five-year average of \$27,502 because of the timing of billings.

### Supplies

Supplies of \$349,531 are under the allocated budget by \$136,736, or 28%.



Some of the larger variances contributing to this category being below the allocated budget include:

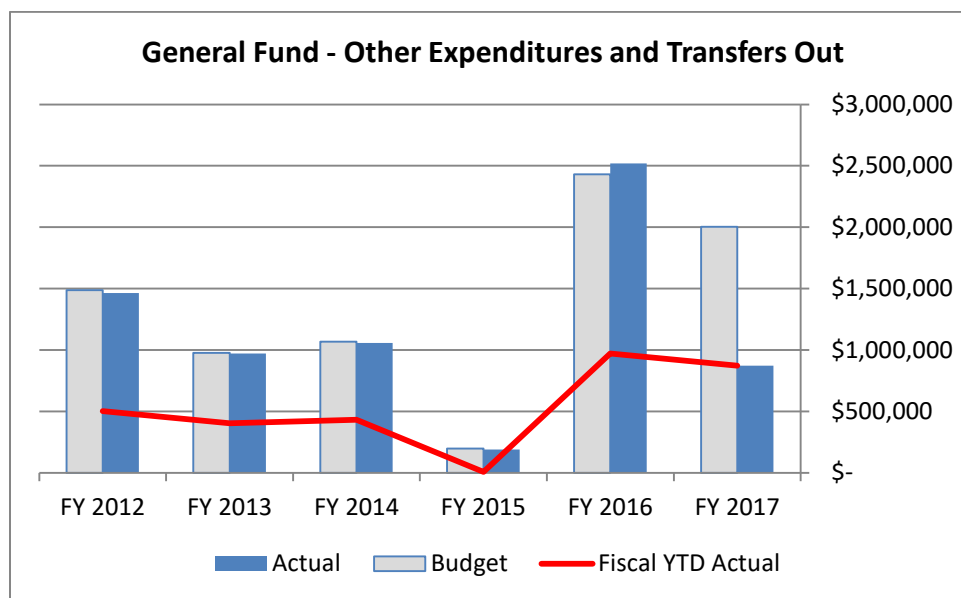
- All Departments – Natural gas expenditures are a contributor to supplies being under the allocated budget. Natural gas expenditures were \$11,338 for the five months ended February 2017 as compared to \$15,335 in FY 2016 and \$21,317 in FY 2015. The City's primary use of natural gas relates to heating the swimming pool at the Bellaire Family Aquatics Center during winter months. The pool was closed for repairs from December 15 through January 20 and was not heated causing a significant reduction in natural gas usage. Additionally, similar to FY 2016, FY 2017 is shaping up to be a mild winter with lower natural gas expenditures related to heating workspaces.

In addition, the variances below are timing related and should diminish prior to year-end.

- All Departments – Electricity expenditures are a contributor to supplies being under the allocated budget. Due to the timing of payments the five months ended February 2017 only includes four electricity payments instead of five, resulting in YTD electricity expenditures being approximately \$30,000 lower than they would be if they included five payments.
- All Departments - Fuel expenditures are a major contributor to supplies being under the allocated budget. Due to the timing of invoice payments the YTD FY 2017 amount only includes four payments instead of five payments causing fuel to be below the allocated budget. The General Fund total monthly fuel expense generally runs around \$10,000. In addition, we budgeted for a greater increase in fuel prices that have not materialized thus far in FY 2017.

#### Other Expenditures and Transfers Out

The “other expenditures and transfers out” category is mainly the monthly transfers from the General Fund to (1) the Capital Improvement Fund and (2) the Vehicle and Equipment Replacement Fund. Other expenditures and transfers out in the five months ended February 2017 of \$872,486 are over the allocated budget by \$125,324, or 17%. Total budgeted transfers out of the General Fund are \$2,057,000, or \$171,417/month. The year-to-date expenditures are \$15,402 higher than the transfer amount because of banking fees.



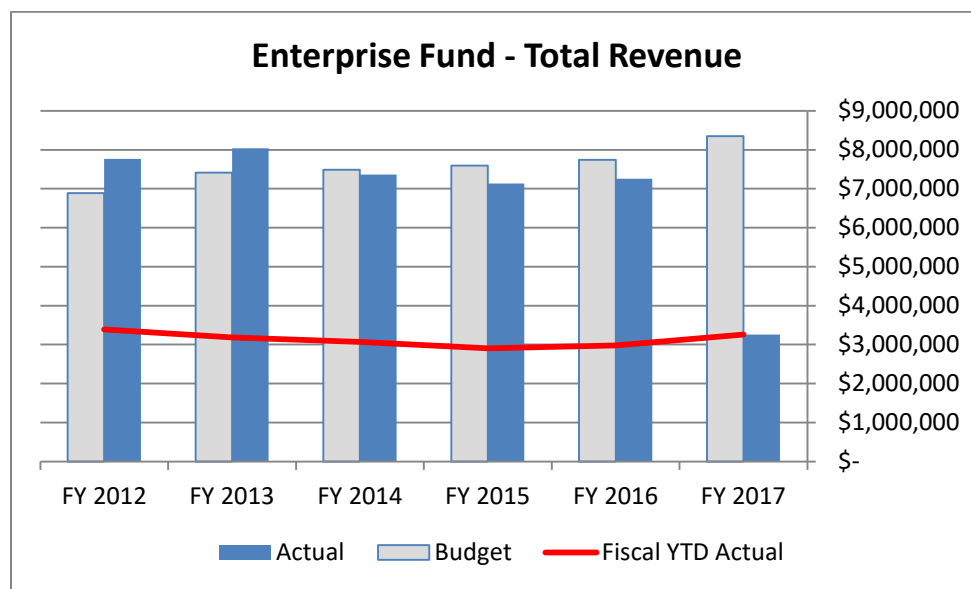


## ENTERPRISE FUND

### Enterprise Fund Revenues:

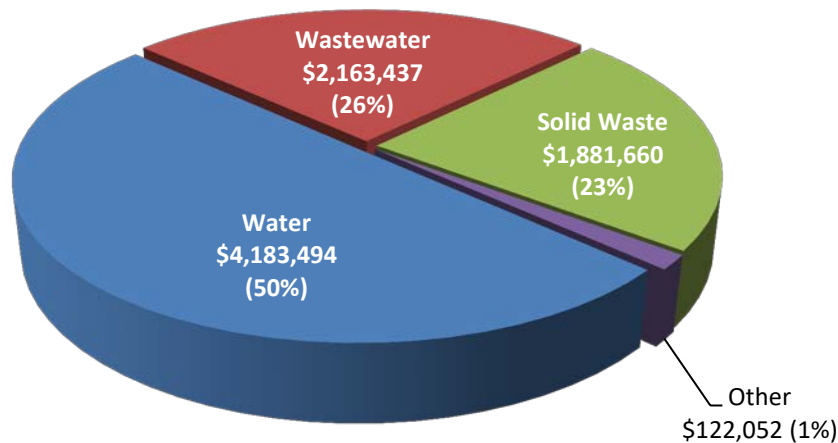
FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,350,643	\$3,444,721	\$3,260,958	(\$183,763)

For the five months ended February 2017, the Enterprise Fund collected 39% of its total budgeted revenues and is under its allocated budget by \$183,763, or 5%. The largest variance contributing to the divergence from the allocated budget is water revenue, which is \$126,895 below the allocated budget.



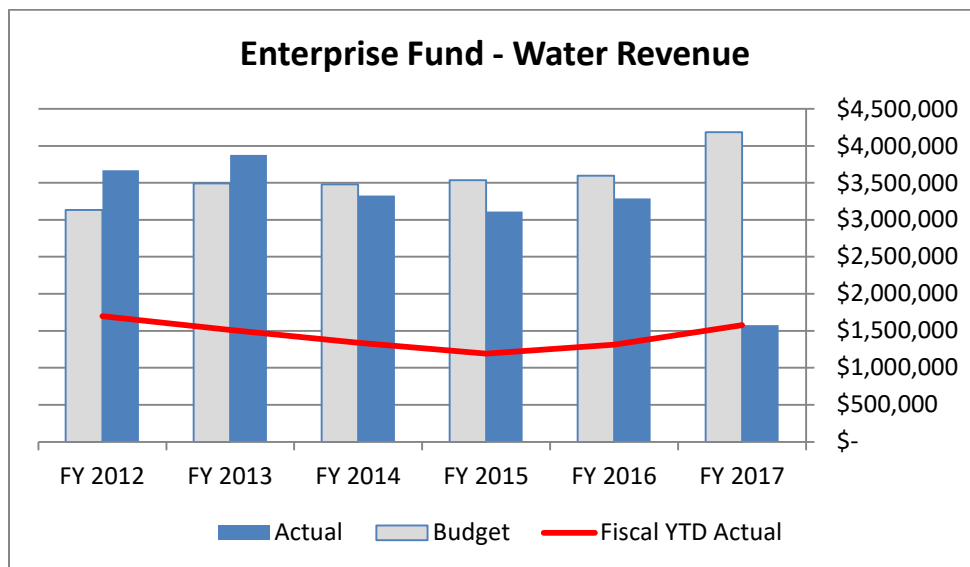
Sales of water makes up the largest category of revenues in the Enterprise Fund at 50% of all FY 2017 budgeted revenues, followed by charges for wastewater at 26%, and charges for solid waste at 23%.

### Enterprise Fund FY 2017 Budgeted Revenues

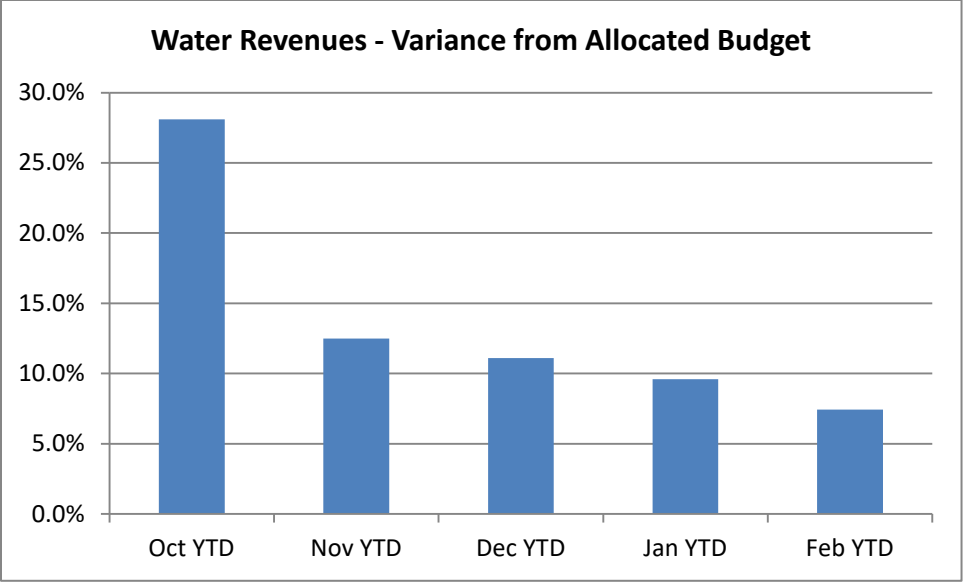


#### Water Revenue

Water revenues of \$1,577,648 are below the allocated budget by \$126,895, or 7%.

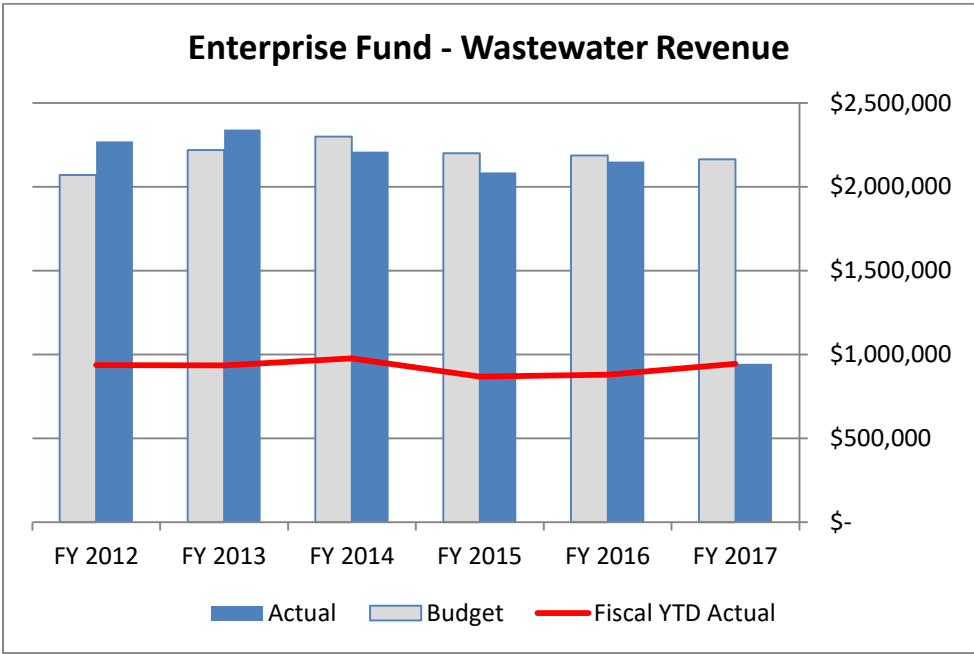


Changes in water revenues directly correlate to changes in water consumption. The allocated budget presumes water rates remain constant throughout the fiscal year; however, for the current fiscal year water rates were increased effective October 1st. The revenue actually collected in October relates to September usage and was billed under the old rate structure; therefore, only water revenues collected from November 2016 through September 2017 will be at the new water rates. While still under the allocated budget for the five months ended February 2017, water revenues are trending closer to allocated budget each month.



Wastewater Revenue

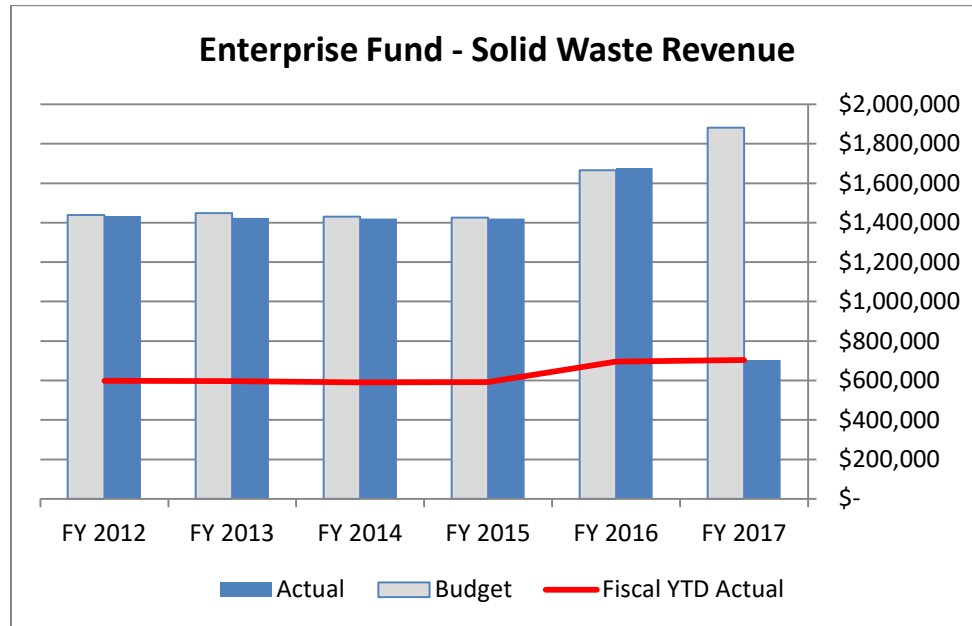
Wastewater revenues of \$943,892 are over the allocated budget by \$44,403, or 5%.



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### Solid Waste

Solid Waste revenues of \$703,352 are below the allocated budget by \$80,948, or 10%.

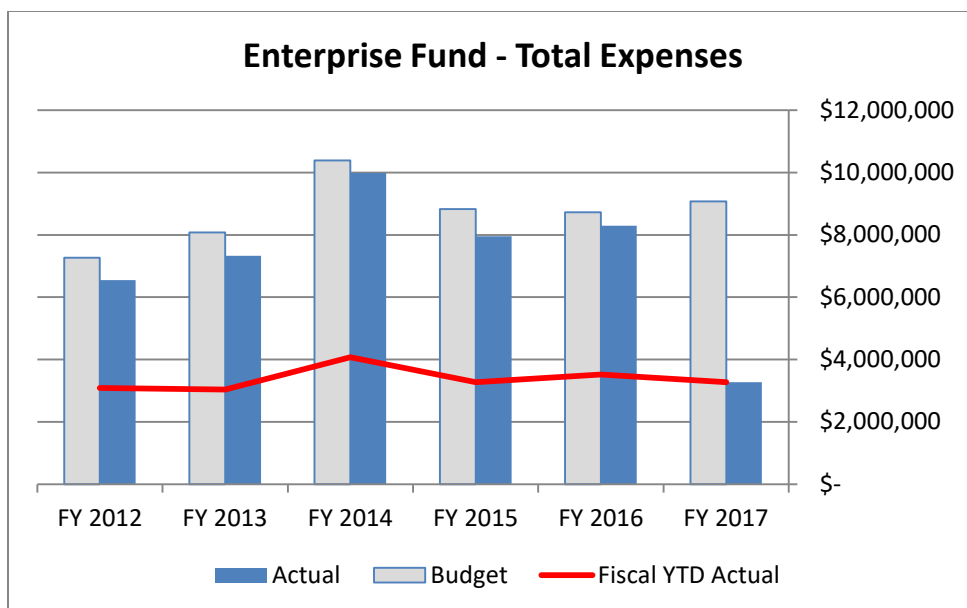


As initially reported in the first quarter report, a budget error caused the solid waste revenue amount to be inflated by approximately \$200,000. As of month ending February 2017, solid waste expenditures are approximately \$150,000 less than revenues collected. As communicated previously, staff will continue to monitor to ensure the solid waste operations are self-supporting.

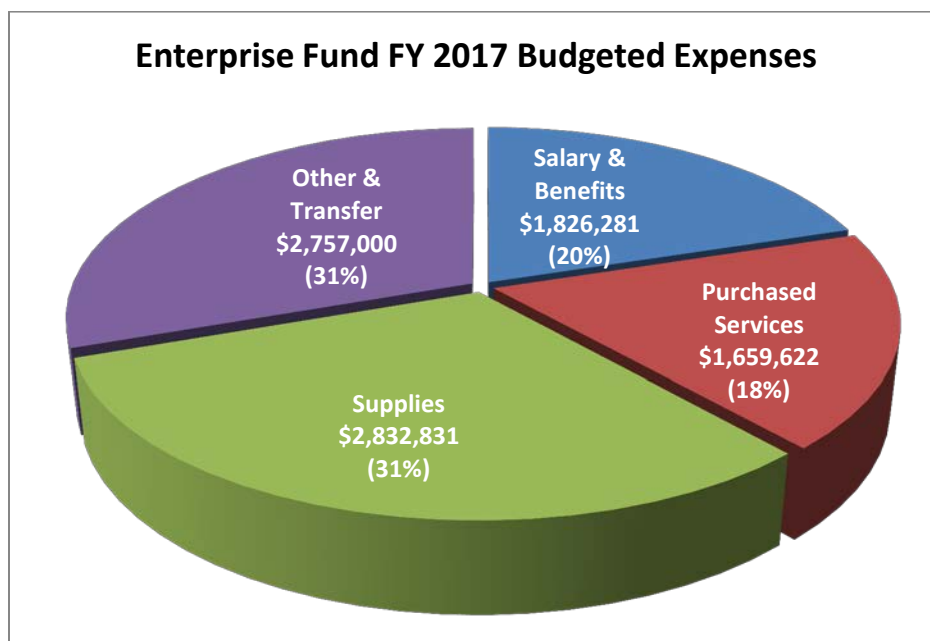
### **Enterprise Fund Expenses:**

FY 2017 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$9,075,734	\$3,879,306	\$3,274,692	(\$604,614)

For the five months ended February 2017, the Enterprise Fund incurred 36% of its total budgeted expenses and is under its allocated budget by \$604,614, or 16%. The variance from allocated budget is due mainly to "Supplies".

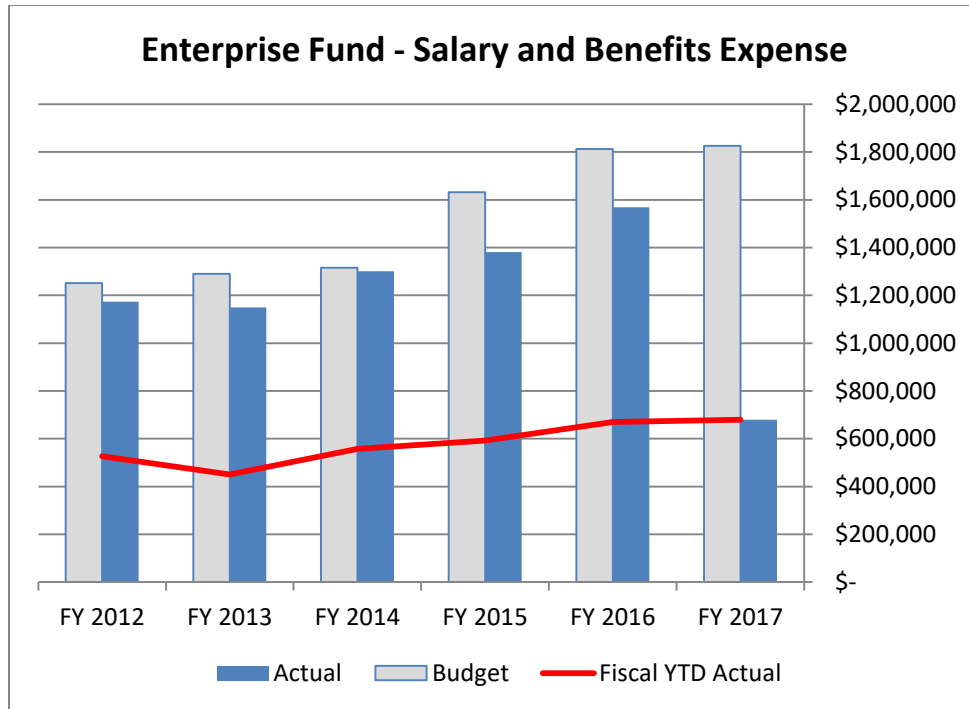


Supplies (which includes water purchased from the City of Houston) makes up the largest category of expenses in the Enterprise Fund at 31.2% of all FY 2017 budgeted expenses, followed by “other and transfers” at 30.4%. Other and transfers includes \$11,000 of budgeted operational expenses and \$2,746,000 of transfers out, including (1) \$624,000 to the General Fund to reimburse overhead expenses, (2) \$950,000 to the Debt Service Fund, (3) \$522,000 to the Vehicle and Equipment Replacement Fund, and (4) \$650,000 to the Capital Improvement Fund.



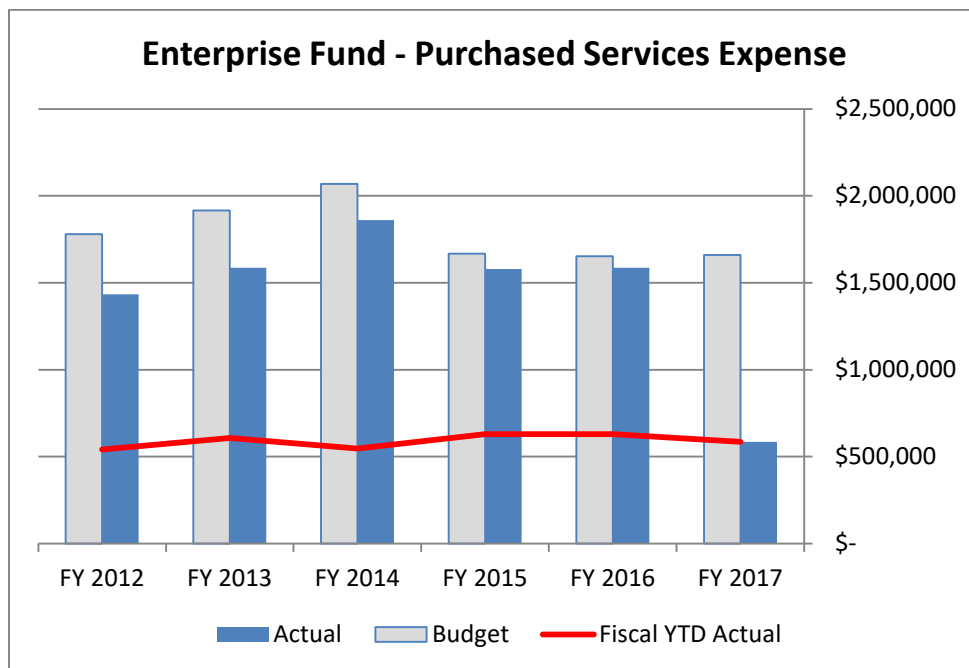
#### Salary and Benefits

Salary and benefits of \$679,050 are under the allocated budget by \$98,202, or 13%, due to vacancies. The Public Works director vacancy was filled in late March.



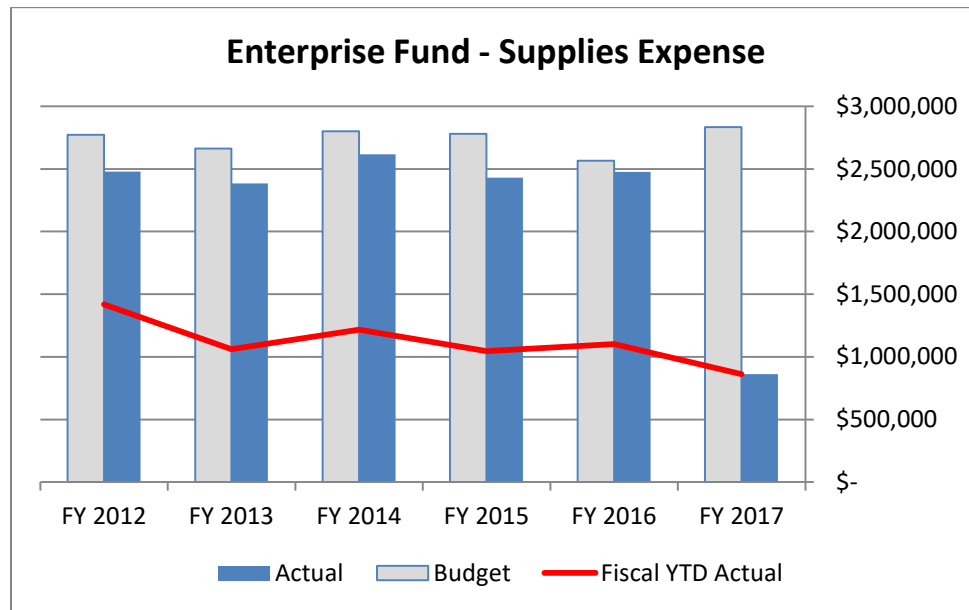
### Purchased Services

Purchased services of \$583,961 are under the allocated budget by \$25,078, or 4%.



### Supplies

Supplies of \$862,506 are under the allocated budget by \$473,272, or 35%.



Some of the larger variances contributing to this category being below the allocated budget include:

- **Water Purchased from Houston** - We budgeted a 14% increase in FY 2017 water purchases from the City of Houston, as compared to FY 2016 actual expense of \$1,610,888. The overall budgeted increase was based on a price increase from the City of Houston and expected increase in the volume of water to be purchased for FY 2017. As expected, the City of Houston raised its price per 1,000 gallons by 1.4%, from \$2.842 to \$2.882. While the price per 1,000 gallons has increased, the number of gallons used has decreased. Additionally, the minimum monthly gallons billed decreased from 45 million to 42 million. This resulted in Houston billing us for 10.3 million fewer gallons in FY 2017 than in the comparable period in FY 2016. The water purchases expense of \$624,173 for the five months ended February 2017 is \$108,923 less than the average of the prior five years of \$733,096 for the comparable period.

In addition, the variances below are timing related and should diminish prior to year-end.

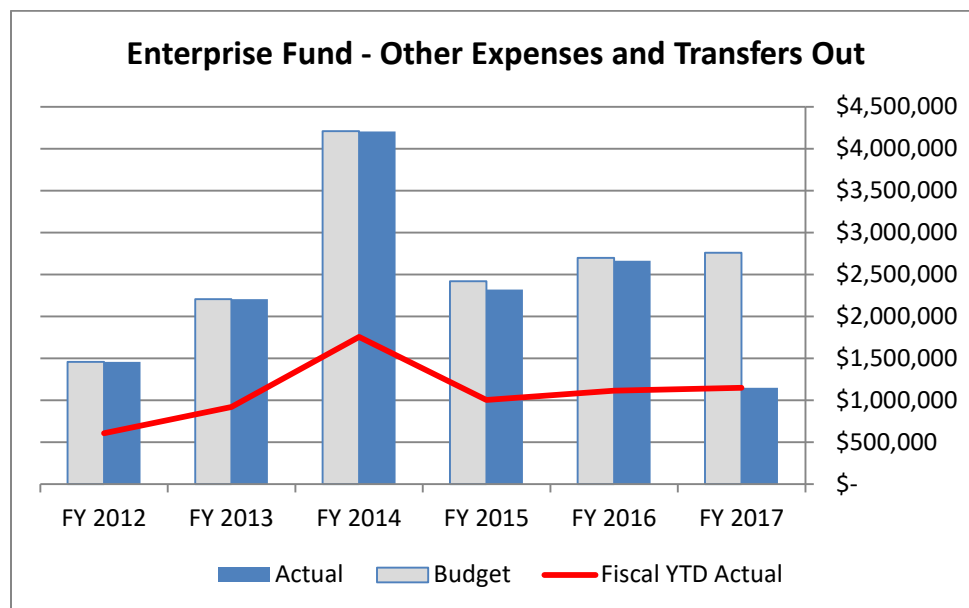
- **Ground Water Credits** - Ground water credits are usually purchased once a year, but the purchase date varies from year to year. In each of the past four fiscal years, the City purchased ground water credits during the five months ended February, averaging \$170,728/year, which increased the allocated budget for the period; however, there were no ground water credit purchases in the first five months of FY 2017. The City purchased \$118,215 of ground water credits in March 2017.



- Fuel - Due to the timing of invoice payments, fuel expenditures for the five months ended February 2017 only includes four payments instead of five resulting in YTD fuel expenditures being approximately \$5,000 lower than they would be if they included five payments. In addition, we budgeted for a greater increase in fuel prices than have materialized thus far in FY 2017.
- Electricity - Due to the timing of invoice payments, electricity expenditures for the five months ended February 2017 only includes four electricity payments instead of five, resulting in YTD electricity expenditures being approximately \$38,000 lower than they would be if they included five payments.
- Garbage Bags - The budget for garbage bags increased by \$15,000, from \$85,000 to \$100,000; however, there were no garbage bag purchases in the five months ended February 2017. The average garbage bag expense for the five years included in the allocated budget is \$17,905. The bid opening for the new garbage bag contract was March 1, 2017.

#### Other Expenses and Transfers Out

The “other expenses and transfers out” category is mainly the monthly transfers from the Enterprise Fund to (1) the General Fund, (2) the Debt Service Fund, (3) The Vehicle and Equipment Replacement Fund, and (4) the Capital Improvement Fund. Other expenses and transfers out in the five months ended February 2017 of \$1,149,175 are under the allocated budget by \$8,063, or 1%. Total budgeted transfers out of the Enterprise Fund are \$2,746,000, or \$228,833/month. The year-to-date expenses are \$5,008 higher than the transfer amount because of banking fees, which are budgeted at \$11,000, and are relatively immaterial to the category total.



Rainfall

<b>Rainfall (Inches)</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>
Cumulative thru February	12.29	17.95	19.91	24.83	19.59
Annual	30.06	59.05	70.83	70.95	

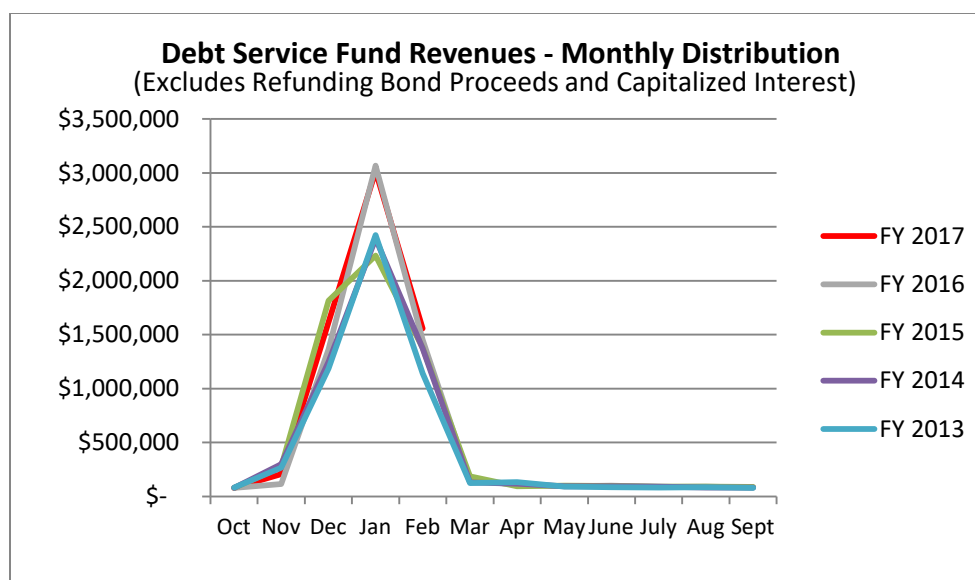
**DEBT SERVICE FUND****Debt Service Fund Revenues:**

<b>FY 2017 Budget</b>	<b>YTD Actual</b>	<b>Over/(Under) Budget</b>
\$7,310,967	\$16,750,718	\$9,439,751

In addition to the normal recurring revenues discussed below, the City records the proceeds of any refunding bond issuances as revenues in the Debt Service Fund. Bond proceeds from the issuance of refunding bonds were not included in the FY 2017 budget, and are not reflected in the \$7.3 million budgeted revenue amount in the above table. However, the YTD actual revenues of \$16.8 million in the above table include approximately \$10 million of refunding bond proceeds.

The issuance of the Series 2017 bonds in February included an allocation of proceeds to the Debt Service Fund of \$0.3 million for capitalized interest – proceeds dedicated to be used toward the payment of the first interest payment on the Series 2017 bonds. This amount is included in the YTD actual revenues of \$16.8 million in the above table, however, capitalized interest proceeds were not included in the FY 2017 budget.

Normal recurring Debt Service Fund revenues are comprised primarily of property taxes (87% of budgeted revenues). The other significant source of recurring revenue is the annual \$950,000 transfer in from the Enterprise Fund (13% of budgeted revenues), which is recorded in monthly installments of \$79,167. There is also a small amount of investment earnings budgeted (\$5,000 – less than 1% of budgeted revenues). For the five months ended February 2017, normal recurring revenues from property taxes, Enterprise Fund transfers, and investment earnings totaled \$6.5 million, which is \$0.8 million under budget, or 11%.



### Property Tax

Property taxes are primarily collected in the months of December through February due to the January 31st property tax due date. The Debt Service Fund collected \$6,083,295 of property tax in the five months ended February 2017, or 96% of FY 2017 budgeted property tax.

### Transfers In

Transfers from the Enterprise Fund in the amount of \$395,833 for the five months ended February 2017 are equal to 5/12 of the total FY 2017 budgeted transfer. In addition, the Debt Service Fund received an unbudgeted transfer of \$314,655 from the Capital Bond Fund for capitalized interest.

### **Debt Service Fund Expenditures:**

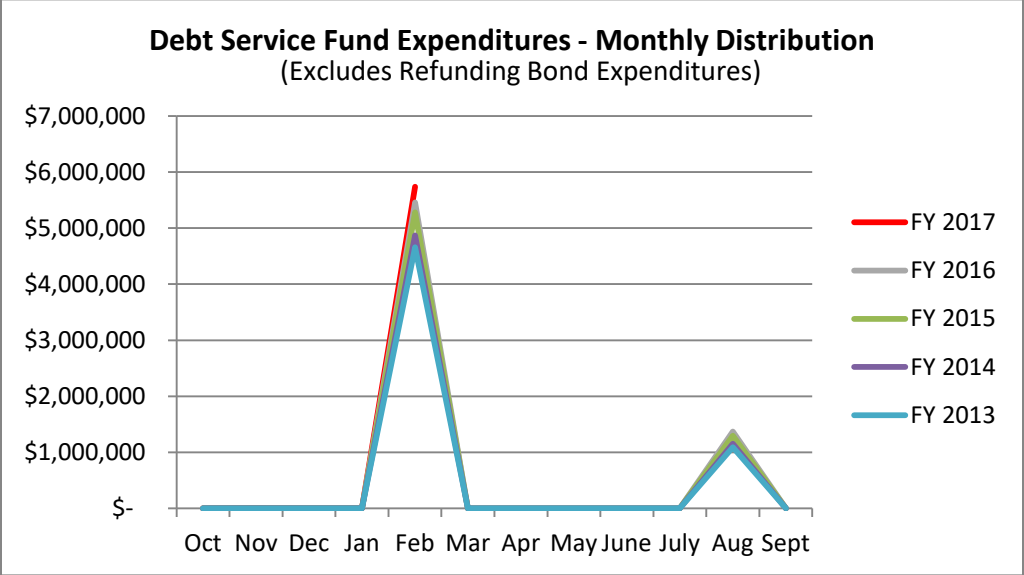
FY 2017 Budget	YTD Actual	Over/(Under) Budget
\$7,310,967	\$15,686,951	\$8,375,984

In addition to the normal recurring expenditures discussed below, the City records payments associated with issuing refunding bonds as expenditures in the Debt Service Fund. Expenditures associated with the issuance of refunding bonds were not included in the FY 2017 budget, and are not reflected in the \$7.3 million budgeted expenditures amount in the above table. However, the YTD actual expenditures of \$15.7 million in the above table do include approximately \$10.0 million of refunding bond expenditures.

Normal recurring Debt Service Fund expenditures are primarily scheduled principal and interest payments (99.8% of FY 2017 budgeted expenditures). There are also some minor related fees such as fiscal agent fees. In February, there are annual principal payments and semi-annual interest payments due on the City's outstanding bonds, and in August there are semi-annual

interest payments due. Expenditures are concentrated in February and August in accordance with the debt payment schedules.

According to schedule, there were principal and interest payments totaling \$5.7 million in the five months ended February 2017.



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**City of Bellaire**  
**General Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of February 2017**

	February			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Property Taxes	\$ 12,331,714	\$ 2,867,382	23%	\$ 11,905,860	\$ 11,750,747	\$ (155,112)	95%
Franchise Taxes	1,410,000	137,948	10%	607,773	596,973	(10,800)	42%
Sales Taxes	2,545,300	232,674	9%	1,098,128	955,617	(142,511)	38%
Permits, Fees, Licenses	1,261,550	74,360	6%	536,141	353,330	(182,810)	28%
PARD Charges and Fees	903,900	143,936	16%	195,659	287,408	91,749	32%
Public Safety	385,382	49,128	13%	167,768	174,172	6,404	45%
Fines	765,000	84,660	11%	308,613	312,741	4,129	41%
All Other	703,600	56,690	8%	287,257	287,297	41	41%
<b>Total Revenues</b>	<b>20,306,446</b>	<b>3,646,779</b>	<b>18%</b>	<b>15,107,198</b>	<b>14,718,286</b>	<b>(388,911)</b>	<b>72%</b>
<b>Expenditures</b>							
Salary & Benefits	14,203,605	965,038	7%	5,829,202	5,646,550	(182,652)	40%
Purchased Services	4,048,439	357,255	9%	1,779,361	1,559,176	(220,185)	39%
Supplies	1,268,631	86,022	7%	486,267	349,531	(136,736)	28%
Other/Transfers	2,003,075	173,083	9%	747,162	872,486	125,324	44%
<b>Total Expenditures</b>	<b>21,523,750</b>	<b>1,581,397</b>	<b>7%</b>	<b>8,841,992</b>	<b>8,427,744</b>	<b>(414,248)</b>	<b>39%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (1,217,304)</b>	<b>\$ 2,065,382</b>		<b>\$ 6,265,206</b>	<b>\$ 6,290,542</b>	<b>\$ 25,337</b>	
Fund Balance 9/30/16	\$ 4,815,527						
FY 2017 Revenue Budget	20,306,446						
FY 2017 Expenditure Budget	21,523,750						
Projected Ending Fund Balance	<u>\$ 3,598,223</u>						
60 Day Reserve Requirement (Includes only operating budget)	\$ 3,244,458						

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire  
Enterprise Fund  
Revenues and Expenses (Unaudited)  
YTD as of February 2017**

	February			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Water	\$ 4,183,494	\$ 249,866	6%	\$ 1,704,543	\$ 1,577,648	\$ (126,895)	38%
Wastewater	2,163,437	188,612	9%	899,489	943,892	44,403	44%
Solid Waste	1,881,660	140,467	7%	784,300	703,352	(80,948)	37%
All Other	122,052	7,333	6%	56,389	36,066	(20,323)	30%
<b>Total Revenues</b>	<b>8,350,643</b>	<b>586,279</b>	<b>7%</b>	<b>3,444,721</b>	<b>3,260,958</b>	<b>(183,763)</b>	<b>39%</b>
<b>Expenses</b>							
Salary & Benefits	1,826,281	114,269	6%	777,252	679,050	(98,202)	37%
Purchased Services	1,659,622	110,262	7%	609,039	583,961	(25,078)	35%
Supplies	2,832,831	182,538	6%	1,335,778	862,506	(473,272)	30%
Other Expenses and Transfers	2,757,000	229,755	8%	1,157,238	1,149,175	(8,063)	42%
<b>Total Expenses</b>	<b>9,075,734</b>	<b>636,824</b>	<b>7%</b>	<b>3,879,306</b>	<b>3,274,692</b>	<b>(604,614)</b>	<b>36%</b>
<b>Net Revenues/(Expenses)</b>	<b>\$ (725,091)</b>	<b>\$ (50,545)</b>		<b>\$ (434,585)</b>	<b>\$ (13,734)</b>	<b>\$ 420,851</b>	

Working Capital 9/30/16	\$ 1,566,233
FY 2017 Revenue Budget	8,350,643
FY 2017 Expense Budget	9,075,734
Projected Ending Working Capital	<u>\$ 841,142</u>

30 Day Fund Balance \$ 579,478  
(Includes only operating budget)

Working Capital (current assets minus current liabilities)

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Debt Service Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of February 2017**

	YTD			
	FY 2017 Budget	Unaudited Actual	Over/(Under) Budget	% of Budget
<b>Revenues</b>				
Property Taxes	\$ 6,355,967	\$ 6,083,295	\$ (272,672)	96%
Investment Earnings	5,000	1,322	(3,678)	26%
Transfers from Enterprise Fund	950,000	395,833	(554,167)	42%
Transfers from Capital Bond Fnd	-	314,655	314,655	n/a
Bond Premium	-	265,613	265,613	n/a
Debt Proceeds	-	9,690,000	9,690,000	n/a
<b>Total Revenues</b>	<b>7,310,967</b>	<b>16,750,718</b>	<b>9,439,751</b>	<b>229%</b>
<b>Expenditures</b>				
Principal Payment	4,340,000	4,510,000	170,000	104%
Interest Payment	2,959,567	1,222,603	(1,736,964)	41%
Other Debt Expense	11,400	12,113	713	106%
Bond Refunding Expense	-	9,764,218	9,764,218	n/a
Refunding Issuance Costs	-	178,017	178,017	n/a
<b>Total Expenditures</b>	<b>7,310,967</b>	<b>15,686,951</b>	<b>8,375,984</b>	<b>215%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 1,063,767</b>	<b>\$ 1,063,767</b>	
 Fund Balance 9/30/16	 \$ 489,135			
FY 2017 Revenue Budget	7,310,967			
FY 2017 Expenditure Budget	7,310,967			
Projected Ending Fund Balance	<u>\$ 489,135</u>			

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**City of Bellaire**  
**Vehicle and Equipment Replacement Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of February 2017**

	<b>FY 2017 Budget</b>	<b>February Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>					
Transfers - General	\$ 1,007,000	\$ 83,917	\$ 419,583	n/a	\$ 587,417
Transfers - Enterprise	522,000	43,500	\$ 217,500	n/a	304,500
Proceeds from Capital Lease	787,667	787,666	787,666	n/a	1
<b>Total Revenues</b>	<b>2,316,667</b>	<b>915,083</b>	<b>1,424,750</b>	<b>n/a</b>	<b>891,917</b>
<b>Expenditures</b>					
Development Services	25,000	-	-	25,837	(837)
Fire	865,272	(1,930)	(1,930)	695,174	172,028
Police	310,000	144,753	144,753	146,810	18,437
Parks & Recreation	55,000	-	-	52,722	2,278
Public Works	210,000	-	-	190,248	19,752
Enterprise Public Works	435,000	-	-	369,099	65,901
<b>Total Expenditures</b>	<b>1,900,272</b>	<b>142,823</b>	<b>142,823</b>	<b>1,479,890</b>	<b>277,559</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ 416,395</b>	<b>\$ 772,260</b>	<b>\$ 1,281,926</b>	<b>n/a</b>	<b>\$ 614,358</b>
Fund Balance 9/30/16	\$ 952,704				
FY 2017 Revenue Budget	2,316,667				
FY 2017 Expenditure Budget	1,900,272				
Projected Ending Fund Balance	<u>\$ 1,369,099</u>				

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Capital Improvements Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of February 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>Budget Adjustments</b>	<b>FY 2017 Revised Budget</b>	<b>February Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>								
General Fund Transfer	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000	\$ 87,500	\$ 437,500	n/a	\$ 612,500
Enterprise Fund Transfer	650,000	-	-	650,000	54,167	270,833	n/a	379,167
Evelyn's Park	-	-	80,990	80,990	(59,743)	14,286	n/a	66,704
<b>Total Revenues</b>	<b>1,700,000</b>	<b>-</b>	<b>80,990</b>	<b>1,780,990</b>	<b>81,924</b>	<b>722,619</b>	<b>n/a</b>	<b>1,058,371</b>
<b>Projects</b>								
FY 2014 City Wide Beautification	-	229,643	-	229,643	-	44,844	-	184,799
FY 2014 Street & Drainage Reconstruction - Phase 5B (a)	-	1,000,919	-	1,000,919	-	63,966	931,499	5,454
FY 2015 Evelyn's Park	-	968,245	80,990	1,049,235	-	871,291	134,074	43,870
FY 2015 Memorial Day Flood	-	-	-	-	1,406	3,918	-	(3,918)
FY 2016 Pavement Mgt Program	800,000	828,044	-	1,628,044	-	44,156	13,928	1,569,960
FY 2016 Playground/Shade/Amenities	100,000	-	-	100,000	28,918	42,505	54,315	3,180
FY 2016 ROW	-	50,000	-	50,000	4,975	42,288	7,463	250
FY 2016 Storm Water Drainage	-	900	-	900	-	900	-	-
FY 2017 BFAC Pool Area Improvements	150,000	-	-	150,000	-	-	-	150,000
FY 2017 Park Master Signage	50,000	-	-	50,000	-	-	-	50,000
FY 2017 Community Pathways Master Plan	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Decorative Standard for Major Streets	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Flood Plain Hazard Mitigation Plan	50,000	-	-	50,000	-	-	-	50,000
<b>Total General Projects</b>	<b>1,300,000</b>	<b>3,077,751</b>	<b>80,990</b>	<b>4,458,741</b>	<b>35,299</b>	<b>1,113,868</b>	<b>1,141,278</b>	<b>2,203,595</b>
FY 2015 City Wide SCADA System	150,000	202,500	-	352,500	-	-	37,500	315,000
FY 2015 Water/Sanitary Sewer Program	-	82,827	-	82,827	-	1,071	-	81,756
FY 2016 Rehab Renwick Ground Storage	400,000	55,000	-	455,000	-	-	43,265	411,735
FY 2016 WW System Upgrades	50,000	150,473	-	200,473	-	6,898	16,450	177,125
FY 2017 Water System Upgrades	50,000	-	-	50,000	-	-	-	50,000
<b>Total Enterprise Projects</b>	<b>650,000</b>	<b>490,800</b>	<b>-</b>	<b>1,140,800</b>	<b>-</b>	<b>7,969</b>	<b>97,215</b>	<b>1,035,616</b>
<b>Total Expenditures/Encumbrances</b>	<b>1,950,000</b>	<b>3,568,551</b>	<b>80,990</b>	<b>5,599,541</b>	<b>35,299</b>	<b>1,121,837</b>	<b>1,238,493</b>	<b>3,239,211</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (250,000)</b>	<b>\$ (3,568,551)</b>	<b>\$ -</b>	<b>\$ (3,818,551)</b>	<b>\$ 46,625</b>	<b>\$ (399,217)</b>	<b>n/a</b>	<b>\$ (2,180,841)</b>

(a) Pay as you Go portion of Bonds in Fund 620

Fund Balance 9/30/16	\$ 5,600,527
FY 2017 Revenue Budget	1,700,000
FY 2017 Expenditure Budget	5,599,541
Projected Ending Fund Balance	<u>\$ 1,700,986</u>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Capital Bond Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of February 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>February Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Interest	\$ -	\$ -	\$ -	\$ 6,091	\$ 18,321	n/a	\$ (18,321)
Bonds Proceeds - November 2005 Bond Authority	1,560,000	-	1,560,000	-	-	-	1,560,000
Bonds Proceeds - November 2013 Bond Authority	11,000,000	-	11,000,000	-	-	-	11,000,000
Bonds Proceeds - November 2016 Bond Authority	31,050,000	-	31,050,000	34,453,942	34,453,942	n/a	(3,403,942)
<b>Total Revenues</b>	<b>43,610,000</b>	<b>-</b>	<b>43,610,000</b>	<b>34,460,033</b>	<b>34,472,263</b>	<b>n/a</b>	<b>9,137,737</b>
<b>Non-Project Expenditures</b>							
Operating Transfers Out	-	-	-	314,655	314,655	-	(314,655)
Bond Issuance Costs	-	-	-	205,432	224,432	-	(224,432)
Bond Expenditures	-	-	-	462,362	462,362	-	(462,362)
<b>Total Non-Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>982,448</b>	<b>1,001,448</b>	<b>-</b>	<b>(1,001,448)</b>
<b>Projects</b>							
FY 2012 Drainage Phase 5	-	708,338	708,338	-	-	714,869	(6,531)
FY 2015 Drainage Phase 5B	-	5,022,808	5,022,808	619,403	1,747,686	3,275,121	0
FY 2017 Police/Courts Construction	8,770,800	-	8,770,800	-	-	-	8,770,800
FY 2017 City Hall/Civic Center Construction	7,742,500	-	7,742,500	-	-	-	7,742,500
FY 2017 Transition - New City Hall/Police/Municipal Court	577,700	-	577,700	-	-	-	577,700
FY 2013 Design - New City Hall/Police/Municipal Court	1,069,000	431,922	1,500,922	51,198	139,915	269,032	1,091,975
FY 2015 Evelyn's Park	-	846,306	846,306	-	851,212	575	(5,481)
FY 2015 Nature Discovery Center	-	315,278	315,278	69,948	262,312	52,966	0
FY 2017 Streets and Drainage	7,000,000	-	7,000,000	-	-	-	7,000,000
FY 2017 Sidewalks	2,000,000	-	2,000,000	-	-	-	2,000,000
FY 2017 Water Line Improvements	3,500,000	-	3,500,000	-	-	-	3,500,000
FY 2017 Wastewater Treatment Plant Improvements	8,200,000	-	8,200,000	-	-	-	8,200,000
FY 2017 Wastewater Line Improvements	150,000	-	150,000	-	-	-	150,000
FY 2017 Water Meter Installations	4,600,000	-	4,600,000	-	-	-	4,600,000
<b>Total Project Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>740,548</b>	<b>3,001,126</b>	<b>4,312,563</b>	<b>43,620,964</b>
<b>Total Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>1,722,997</b>	<b>4,002,574</b>	<b>4,312,563</b>	<b>42,619,515</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (7,324,652)</b>	<b>\$ (7,324,652)</b>	<b>\$ 32,737,036</b>	<b>\$ 30,469,689</b>	<b>n/a</b>	<b>\$ (33,481,778)</b>

Fund Balance 9/30/16	\$ 6,996,187
FY 2017 Revenue Budget	43,610,000
FY 2017 Expenditure Budget	50,934,652
Projected Ending Fund Balance	<u>\$ (328,465)</u>

**Note: Ending balance RBB funds from General CIP will be used to reconcile negative balance.**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire  
Metro Fund  
Revenues and Expenditures (unaudited)  
YTD as of February 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>February Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Metro Sales Tax	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 116,337	\$ 473,271	n/a	\$ 726,729
Interest	-	-	-	1,157	4,794	n/a	(4,794)
<b>Total Revenues</b>	<b>1,200,000</b>	<b>-</b>	<b>1,200,000</b>	<b>117,495</b>	<b>478,064</b>	<b>n/a</b>	<b>721,936</b>
<b>Projects</b>							
FY 2014 City Wide Trip Hazard	-	177,108	177,108	-	-	177,108	0
FY 2014 Sidewalk Projects	-	185,283	185,283	-	-	-	185,283
FY 2015 Street Pavement Mgt Program	1,200,000	1,485,172	2,685,172	466,176	707,755	1,430,386	547,031
FY 2015 Street Striping Program	-	15,953	15,953	-	-	-	15,953
<b>Total Expenditures</b>	<b>1,200,000</b>	<b>1,863,516</b>	<b>3,063,516</b>	<b>466,176</b>	<b>707,755</b>	<b>1,607,494</b>	<b>748,267</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$(1,863,516)</b>	<b>\$(1,863,516)</b>	<b>\$ (348,682)</b>	<b>\$(229,691)</b>	<b>n/a</b>	<b>\$ (26,331)</b>
Fund Balance 9/30/16	\$ 2,172,194						
FY 2017 Revenue Budget	1,200,000						
FY 2017 Expenditure Budget	3,063,516						
Projected Ending Fund Balance	<u>\$ 308,678</u>						

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
CURRENT PROPERTY TAX COLLECTIONS  
FY 2014 - FY 2017**

<u>Month</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	652,841	585,025	131,234	272,719
Dec	3,255,591	4,865,374	3,881,188	2,965,928
Jan	6,438,379	6,075,640	8,702,108	5,656,798
Feb	3,605,747	3,634,938	4,005,865	2,859,743
Mar	137,922	296,537	206,525	
Apr	102,078	63,640	90,455	
May	45,507	55,636	49,017	
Jun	41,695	53,382	57,865	
Jul	2,853	4,673	14,076	
Aug	-	-	-	-
Sep	-	-		
			YTD Collections	\$ 11,755,188
			% of Budget	63.29%
			% of Total Levy	63.19%
			FY 2017 Budget - Total Tax Revenue	\$ 18,573,641
			2016 Tax Year Taxable Value - Certified Appraisal Roll*	\$ 4,546,701,928
			2016 Tax Year - Under Protest or not Certified*	255,408,384
			Total	<u>4,802,110,312</u>
			Total Levy at \$0.3874 / \$100 =	<u>\$ 18,603,375</u>

**Ten Largest Taxpayers in City of Bellaire (Tax Year 2016) \***

		<u>Taxable Value</u>
Chevron Chemical Company	Oil & Gas	81,889,532
KBS SOR 6565 6575 West Loop	Land/Improvements	39,173,621
Pin Oak North Parcres LL LLC	Land/Improvements	38,140,622
BRI 1833 6330 LLC	Land/Improvements	37,836,000
Centerpoint Energy Inc.	Electric Utility	31,186,932
SBC Communications	Utility	28,497,360
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,000,000
CHP Houston TX Hospital Land	Hospital	24,441,321
Pin Oak South Parcel LL LLC	Land/Improvements	19,781,055
Pin Oak North Parcres LL LLC	Land/Improvements	13,745,000
		<u>\$ 341,691,443</u>

Tax Levy @ \$0.3874/100	<u>\$ 1,323,713</u>
% of Total Levy	7.12%

\* Source: Municipal Advisory Council of Texas

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
HOUSING INFORMATION  
FY 2017**

**February**

**Houses, Townhomes & Vacant Lots for Sale \***

<u>Price Range</u>	
\$ 0 - \$ 250,000	-
\$ 250,001 - \$ 500,000	40
\$ 500,001 - \$ 750,000	34
\$ 750,001 - \$ 1,000,000	18
> \$ 1,000,000	80
<b>Total Units For Sale *</b>	<b>172</b>

**Total HCAD Residential Units/Lots \*\*** 6,199

**For Sale as a % of Total Units** 2.77%

**Highest Listing Price - Home** \$ 2,788,888

**Lowest Listing Price - TH/Lot** \$ 285,000

**Houses for Lease \*** 57

**Highest Lease/Month** \$ 7,600

**Lowest Lease/Month** \$ 1,000

**Foreclosure History as of end of Quarter Reported by RealtyTrac**

	<u>Auction</u>	<u>Bank Owned</u>
At Quarter End 12-31-14	3	2
At Quarter End 03-31-15	4	2
At Quarter End 06-30-15	3	2
At Quarter End 09-30-15	2	2
At Quarter End 12-31-15	3	2
At Quarter End 03-31-16	2	2
At Quarter End 06-30-16	-	2
At Quarter End 09-30-16		2
At Quarter End 12-31-16	2	3

**New Residential Construction**

<u>Fiscal Year</u>	<u>New Units</u>	<u>Dollar Value</u>	
		<u>Construction</u>	<u>Avg/Unit</u>
2007	169	85,632,703	506,702
2008	132	75,405,507	571,254
2009	49	26,026,889	531,161
2010	*** 64	34,682,458	541,913
2011	56	30,064,905	536,873
2012	*** 93	54,914,376	590,477
2013	*** 113	65,491,037	579,567
2014	125	78,420,596	627,365
2015	98	52,190,001	532,551
2016	73	44,585,564	610,761
2017	26	13,949,651	536,525

Average Appraised Value (Tax Year 2016) \$ 843,265

\* Source: realtor.com does not include for sale or lease by owner

\*\* Based on information provided by the Harris County Tax Assessor-Collector and the Harris County Appraisal District includes estimated values

\*\*\* Numbers revised based on system correction

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE**  
**SUMMARY OF SALES & MIXED BEVERAGE TAX**  
**FY 2015 - FY 2017**

<u>Payment</u>				
<u>Month</u>	<u>Period</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
<b><u>Sales Tax</u></b>				
Oct	Aug	\$ 168,534	\$ 153,643	\$ 153,452
Nov	Sep	204,637	236,498	179,528
Dec	Oct	187,620	196,711	177,498
Jan	Nov	168,955	253,578	203,388
Feb	Dec	289,944	253,419	232,674
Mar	Jan	175,468	176,377	
Apr	Feb	168,824	171,712	
May	Mar	201,769	210,865	
Jun	Apr	174,538	172,229	
Jul	May	171,111	186,436	
Aug	Jun	230,014	266,791	
Sep	Jul	209,043	178,264	
<b>Sub-Total</b>		<u>\$ 2,350,457</u>	<u>\$ 2,456,522</u>	<u>\$ 946,541</u>
<b><u>Mixed Beverage</u></b>				
Oct	1st Qtr	5,493	6,012	4,668
Jan	2nd Qtr	6,053	5,238	4,408
Apr	3rd Qtr	5,839	5,570	
Jul	4th Qtr	6,004	5,970	
<b>Sub-Total</b>		<u>23,389</u>	<u>22,790</u>	<u>9,075</u>
<b>Total</b>		<u><u>\$ 2,373,846</u></u>	<u><u>\$ 2,479,312</u></u>	<u><u>\$ 955,617</u></u>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
SUMMARY OF FRANCHISE FEES  
FY2015 - FY 2017**

	<b>Total <u>FY 2015</u></b>	<b>Total <u>FY 2016</u></b>	<b>YTD <u>FY 2017</u></b>
<b>Electric</b>	\$ 823,552	\$ 823,825	\$ 343,533
<b>Gas</b>	123,933	90,735	36,989
<b>Telephone</b>	115,691	114,371	53,088
<b>Cable</b>	<u>328,259</u>	<u>335,611</u>	<u>163,363</u>
<b>Total</b>	<b><u>\$ 1,391,435</u></b>	<b><u>\$ 1,364,542</u></b>	<b><u>\$ 596,973</u></b>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**CITY OF BELLAIRE  
SUMMARY OF PURCHASE ORDERS  
FY 2017**

	Oct-16		Nov-16		Dec-16		1st Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	320	\$ 3,450,562	265	\$ 900,844	187	\$ 651,711	772	\$ 5,003,118
PO for \$5,000 - \$50,000	37	\$ 556,054	27	\$ 389,891	13	\$ 238,795	77	\$ 1,184,740
% of Total Purchase Orders	11.56%	16.11%	10.19%	43.28%	6.95%	36.64%	9.97%	23.68%
\$ 5,000 - \$ 25,000	33	\$ 406,163	23	\$ 263,797	10	\$ 130,723	66	\$ 800,683
\$ 25,001 - \$ 50,000	4	\$ 149,891	4	\$ 126,093	3	\$ 108,073	11	\$ 384,056
	Jan-17		Feb-17		Mar-17		2nd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	240	\$ 1,866,761	213	\$ 1,525,304	-	\$ -	453	\$ 3,392,065
PO for \$5,000 - \$50,000	20	\$ 307,803	14	\$ 219,796	-	\$ -	34	\$ 527,599
% of Total Purchase Orders	8.33%	16.49%	6.57%	14.41%	0.00%	0.00%	7.51%	15.55%
\$ 5,000 - \$ 25,000	17	\$ 188,053	11	\$ 109,676	-	\$ -	28	\$ 297,729
\$ 25,001 - \$ 50,000	3	\$ 119,750	3	\$ 110,120	-	\$ -	6	\$ 229,870
	Apr-17		May-17		Jun-17		3rd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	-	\$ -	-	\$ -	-	\$ -	-	\$ -
PO for \$5,000 - \$50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Jul-17		Aug-17		Sep-17		4th Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	-	\$ -	-	\$ -	-	\$ -	-	\$ -
PO for \$5,000 - \$50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -

\* Purchases include bids, sole source, and cooperative purchasing.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

MARCH 6, 2017

Council Chamber

Regular Session

6:00 PM

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

### REGULAR SESSION - 6:00 P.M.

#### A. Call to Order - Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 6:00 p.m. on Monday, March 6, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

#### B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** announced that a quorum of the members of the City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present*
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; James Andrews, City Engineer; and Tracy L. Dutton, City Clerk.

\*Pat B. McLaughlan, Council Member, arrived shortly after the meeting was called to order.

#### C. Inspirational Reading and/or Invocation - Michael Fife, Council Member.

**Michael Fife, Council Member**, provided the inspirational reading for the evening.

#### D. Pledges of Allegiance - Michael Fife, Council Member.

**Council Member Fife** led the members of the City Council and the audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

### I. TOWN HALL MEETING (BOND IMPLEMENTATION AND ONGOING DRAINAGE WORK)

#### A. Introduction - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** indicated that the town hall meeting this evening presented a good

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

opportunity to update Bellaire residents on the progress the City had made with drainage infrastructure and the City's plans moving forward.

Before moving to the presentation, Mayor Friedberg noted that there was a typographical error on the agenda regarding the time limit for public comment. The agenda stated that there was a three-minute time limit; however, the time limit should be five minutes. He asked members of the audience to keep that in mind when formulating their public comments for the evening.

#### **B. Summary of Procedure - Paul A. Hofmann, City Manager.**

**Paul A. Hofmann, City Manager**, summarized the procedure for the evening's town hall meeting.

#### **C. Presentation:**

City of Bellaire Bond Program Implementation and Ongoing Drainage Work Report - Presented by City Engineer James Andrews of ARKK Engineers, LLC.

**James Andrews, City Engineer, ARKK Engineers, LLC**, presented the process the City had developed for selecting locations for various projects funded under the "Bonds for Better Bellaire 2016 Program," followed by an update on the City's status with respect to ongoing drainage work around the city.

It was noted that the "Bonds for Better Bellaire 2016 Program" would fund several capital improvement projects, including additional funding for municipal facilities, water and wastewater line replacement, new sidewalk construction, and major street and drainage improvements. City Engineer Andrews indicated that the focus of most of his presentation would be on the street and drainage component of the bond program.

City Engineer Andrews provided an overview of street and drainage assessment criteria, as well as the schedule for water and wastewater line replacement, street and drainage improvements, and sidewalk improvements to be undertaken over the next three years (through 2020).

#### **D. Public Comment.**

**Mayor Friedberg** recognized speakers who had completed a sign-up sheet for the town hall meeting and noted that the time limit was five (5) minutes, with notice after four (4) minutes, that there was one (1) minute left.

#### **John Bosco:**

Mr. Bosco addressed City Council regarding a drainage problem on Mildred Street. He advised that the problem resulted from a drainage canal located along the railroad tracks, which backfilled into the streets. He referenced a recent project the City had undertaken to add additional drainage inlets on the street, but noted that the additional inlets had not fixed the problem. He urged City Council to readdress the drainage on Mildred Street.

#### **Craig Tillison:**

Mr. Tillison addressed City Council and indicated that his home on Mildred Street had flooded twice (during Tropical Storm Allison and the Memorial Day 2015 flood event). He concurred with Mr. Bosco's assessment that the additional inlets on Mildred Street

had not solved the drainage problem.

After reviewing the proposed bond projects, it appeared to Mr. Tillison that the City Council had forgotten about the Southdale area and, particularly, Mildred Street. He urged City Council to fix Mildred Street.

**Richard Franke:**

Mr. Franke stated that he had been appearing before City Council since 1998 advocating that the City completely reconstruct all severely deteriorated infrastructure. Reference was made to the northeast quadrant of the City, more specifically, the 1000-1100 blocks of Mulberry Lane and Howard Lane. Although the City had recently reconstructed the 1100-1200 block of Howard Lane, Mr. Franke advised that the 75-year old water line was not replaced, which he deemed to be incompetent.

Mr. Franke urged City Council to establish standards and commit to a \$35 million bond issue in November to reconstruct or replace the City's aging infrastructure.

**Michael Tweedy:**

Mr. Tweedy addressed City Council regarding the schedule of bond program projects presented by City Engineer Andrews. He pointed to an area of a chart presented by City Engineer Andrews which allowed for 93 days of engineering work on streets that were already shovel-ready and inquired as to whether the City was paying twice for engineering work. Mr. Tweedy also inquired as to the request for proposal process to be undertaken. He suggested eliminating that process by rolling the work into one large \$6 million bid which, in Mr. Tweedy's opinion, would save 200 engineering hours.

**John Monday:**

Mr. Monday addressed City Council and indicated that the only thing he saw missing from the presentation was incorporation of elements from the Master Beautification Plan ("Plan") currently before the Planning and Zoning Commission.

Mr. Monday advised that the Plan identified six core design principles that should be applied to the City and could certainly be applied during the construction of sidewalks, streets, and drainage. Before closing, Mr. Monday provided a brief overview of the principles.

**Bryan Wogenstahl:**

Mr. Wogenstahl addressed City Council regarding flooding on his section of Mayfair Street. He indicated that it did not take a deluge of rain for the middle portion of Mayfair Street to flood up to the sidewalks.

Mr. Wogenstahl stated that he understood that Mayfair Street had been on a list of projects to be addressed, but the money had been diverted to some other project.

In closing, Mr. Wogenstahl urged City Council to build sidewalks on both sides of Mayfair Street.

**Catherine Lewis:**

Ms. Lewis addressed City Council and noted that she had spoken to a builder in her neighborhood who had suggested that a retention pond be constructed on the Chevron

Property to help solve some of the City's flooding problems. Ms. Lewis advised that she felt that her neighborhood had really fallen into disrepair and urged City Council to address the disrepair.

#### **E. Questions from the Mayor and City Council.**

**Mayor Friedberg** opened the floor for questions from the City Council.

Following questions, Mayor Friedberg announced that the town hall meeting was concluded at 7:35 p.m.

#### **F. Adjourn.**

**Mayor Friedberg** advised that the town hall meeting was adjourned at 7:35 p.m. on Monday, March 6, 2017. Prior to starting the regular meeting, City Council recessed briefly.

## **II. REGULAR MEETING**

#### **A. Call to Order - Andrew S. Friedberg, Mayor.**

**Mayor Friedberg** called the Regular Meeting of the City Council of the City of Bellaire, Texas, to order at 7:48 p.m. on Monday, March 6, 2017.

#### **B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.**

**Mayor Friedberg** announced that a quorum of the members of the City Council was present as set forth in the table below.

<b>Name</b>	<b>Title</b>	<b>Status</b>
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

#### **C. Personal/Audience Comments.**

##### **James Rowe:**

Mr. Rowe addressed City Council regarding a question he had previously presented to City Council. Mr. Rowe advised that he wished to get the results of a third-party investigation of the City's building procedures.

##### **David Wall:**

Mr. Wall addressed City Council and advised that he lived behind the Chevron property and was concerned that multi-family apartments might be allowed to develop on that

property at a height of up to four floors. Mr. Wall advised that he did not want to see that type of development on the property and urged City Council not to try to reinvent Bellaire.

**Catherine Lewis:**

Ms. Lewis addressed City Council and announced that the residents in her neighborhood were eager to have a conversation with City Council regarding the redevelopment of the Chevron property. She indicated that residents were disappointed with the results of the Planning and Zoning Commission vote on the Comprehensive Plan update for the property.

Ms. Lewis encouraged City Council to support the residents' views regarding redevelopment. She also stated that some things would not work for the neighborhood, such as dense development, retail, restaurants, and apartments, in her opinion.

**Michael Tweedy:**

Mr. Tweedy addressed City Council and noted that he shared the same concerns as his neighbors regarding redevelopment of the Chevron property. Reference was made to 14 apartment complexes that exist within less than a mile from the Chevron property, as well as a hotel and a large retail establishment. Mr. Tweedy advised that the residents did not approve or support the recommendation that had been passed to City Council from the Planning and Zoning Commission for the property.

Mr. Tweedy next referenced an incident that occurred on his street over the weekend. During the incident, he advised that he was struck by a vehicle, his daughter's swing was damaged, and an American flag was stolen from his driveway. He noted that he had called the Police Department; however, no one had contacted him regarding the incident.

**Bryan Wogenstahl:**

Mr. Wogenstahl addressed City Council and echoed Michael Tweedy's comments with regard to the Planning and Zoning Commission recommendation for the Chevron property. He urged City Council to reject the recommendation and make the Planning and Zoning Commission go back to the drawing board to come up with something that the north side citizens wanted.

At the conclusion of personal/audience comments, **Mayor Friedberg** announced that the public hearing before the members of City Council on the Planning and Zoning Commission recommendation regarding redevelopment of the Chevron property would be held on Monday, March 20, 2017, and encouraged interested residents to attend the public hearing.

**D. Reports and Presentations:**

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

**Paul A. Hofmann, City Manager**, presented the City Manager's Report dated March 6, 2017, to members of City Council.

At the conclusion of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg

announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Monthly Financial Report for the Period Ending January 31, 2017 - Submitted by Terrence Beaman, Chief Financial Officer.

**Terrence Beaman, Chief Financial Officer**, presented the Monthly Financial Report for the Period Ending January 31, 2017, to members of City Council.

At the conclusion of the report, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg advised that the Monthly Financial Report was concluded and moved to the next report on the agenda.

3. Quarterly Report from the Evelyn's Park Conservancy Board - Presented by Denton Ragland, Executive Director, Evelyn's Park Conservancy.

**Denton Ragland, Executive Director**, presented the Quarterly Report for the Evelyn's Park Conservancy, which included updates regarding construction, finances, and operations. At the conclusion of the report, Executive Director Ragland introduced **Patricia King-Ritter, President of the Evelyn's Park Conservancy Board**, for an update of events leading up to and including the Grand Opening of Evelyn's Park.

At the conclusion of the presentations, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg advised that the Quarterly Report was concluded and moved to the next item on the agenda.

#### **E. New Business:**

##### **1. Consent Agenda:**

###### **a. Adoption of Minutes:**

Consideration of and possible action on the adoption of the minutes of the Regular Session (Annual State of the City Meeting) of the City Council of the City of Bellaire, Texas, held on Monday, February 6, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Feb 6, 2017 7:00 PM

###### **b. Temporary Code Suspension:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, temporarily suspending the application of Chapter 3, Alcoholic Beverages, Article I, In General, Section 3-3, Use prohibited in public parks and other public places, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of allowing the Evelyn's Park Conservancy to serve beer and wine throughout Evelyn's Park during their special fundraising event, Dining By Fireflies, to be held in Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas 77401, on Thursday, April 20, 2017, from 6:00 p.m. to 10:00 p.m. - Submitted by Cheryl Bright, Assistant Director of Parks, Recreation, and Facilities.

**Mayor Friedberg** read the captions of the two items listed on the Consent Agenda and asked if any member of City Council wished to remove either of the items for separate consideration. Noting none, Mayor Friedberg called for a motion to adopt the Consent Agenda.



**Motion:**

**To adopt the Consent Agenda dated March 6, 2017.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Trisha S. Pollard, Council Member}**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Trisha S. Pollard, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague
<b>NAYS:</b>	None
<b>ABSENT:</b>	None

**2. Adoption of Ordinance:**

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, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement by and between 24/6 Technical Services, LLC, and the City of Bellaire, Texas, for On-Call Mechanical and Electrical Services for Water and Wastewater Facilities for an initial term commencing on March 7, 2017, ending on March 6, 2018, based on rates as outlined in the Standard Form of Agreement - Submitted by Diane K. White, Assistant City Manager.

**Diane K. White, Assistant City Manager**, provided an overview of the agenda item before City Council. She indicated that in an effort to continue to streamline the City's cost of service, the City accepted competitive sealed proposals for on-call mechanical and electrical services for the City's water and wastewater facilities. Four proposals were submitted, two of which did not meet the minimum requirements of the competitive sealed proposal package.

Assistant City Manager White advised that a committee of staff members and a water and wastewater consultant reviewed the remaining two proposals and were recommending that the City enter into a Standard Form of Agreement with 24/6 for the referenced services.

Following Assistant City Manager White's introduction of the agenda item, **Mayor Friedberg** called for a motion to adopt the ordinance as presented.

**Motion:**

**To adopt the ordinance as presented authorizing the execution and attestation of a Standard Form of Agreement with 24/6 Technical Services LLC for on-call mechanical and electrical services for water and wastewater facilities for an initial term commencing March 7, 2017, and ending March 6, 2018, based on rates as outlined therein.**



**{Moved by Trisha S. Pollard, Council Member, and seconded by Michael Fife, Council Member}**

**Mayor Friedberg** opened the floor for questions and deliberation on the agenda item. Following questions and deliberation, Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

### **3. Item for Individual Consideration:**

Discussion and possible action regarding compensation paid to the Judges, Prosecutor, and Deputy Prosecutors of the Municipal Court of the City of Bellaire, Texas - Submitted by Roman F. Reed, Mayor Pro Tem.

**Roman F. Reed, Mayor Pro Tem**, introduced the agenda item before City Council. He advised that, in his opinion, an adjustment should be made immediately to increase compensation for the Municipal Court Judges and Prosecutors.

He continued by noting that the last compensation adjustment for the Judges and Prosecutors was made on April 1, 2013. The adjustment, in Mayor Pro Tem Reed's opinion, was minor and did not properly reflect the high quality and standards of Bellaire that we expected in our law enforcement and those who presided over it.

In order to provide an incentive to attract future individuals to serve in the City's Municipal Court, Mayor Pro Tem Reed recommended a catch-up adjustment by increasing the monthly stipend of the Presiding Judge and Alternate Judge to \$1,000 and \$350 per docket and by increasing the monthly stipend of the Prosecutor to \$750 and \$350 per docket and by increasing the per docket amount for Deputy Prosecutors to \$350.

In summary, the recommended adjustment would add \$20,000 to the budget, which was immaterial when considering the total budget, in Mayor Pro Tem Reed's opinion. He urged members of City Council to support his recommendation.

#### **Motion:**

**To increase the monthly stipend of the Presiding Judge and Alternate Judge to \$1,000 and \$350 per docket; to increase the monthly stipend of the Prosecutor to \$750 and \$350 per docket; and to increase to \$350 per docket for the Deputy Prosecutors.**

**{Moved by Roman F. Reed, Mayor Pro Tem, and seconded for discussion purposes by Gus E. Pappas, Council Member}**

**Mayor Friedberg** opened the floor for deliberation. Following deliberation,

Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>FAILED [1 TO 6]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Gus E. Pappas, Council Member
<b>AYES:</b>	Reed
<b>NAYS:</b>	Friedberg, Pollard, Pappas, McLaughlan, Fife, Montague
<b>ABSENT:</b>	None

#### **F. Community Interest Items from the Mayor and Council.**

Community interest items from the Mayor and City Council included an expression of congratulations to the Bellaire Little League on a great opening ceremony; congratulations to The Buzz Magazines on the celebration of their fifteenth anniversary; congratulations to Spring Valley Village Mayor Tom Ramsey and Harris County Judge Ed Emmett on their recent recognitions at a Public Official of the Year Luncheon; expressions of thanks to the volunteers who worked on the Houston Rodeo event each year and to the Bellaire Police Department and other law enforcement agencies for their response to a recent bank robbery; a welcome to Boy Scout Troop 222; and wishes for a Happy Birthday to resident Lynn McBee.

#### **G. Adjourn.**

**Mayor Friedberg** announced that the regular meeting of the City Council of the City of Bellaire, Texas, was adjourned at 9:40 p.m. on Monday, March 6, 2017.



# Town Hall Meeting Bonds for a Better Bellaire 2016 Project Selection Process

*Presented By*

James B. Andrews, *P.E.*

*City Engineer*

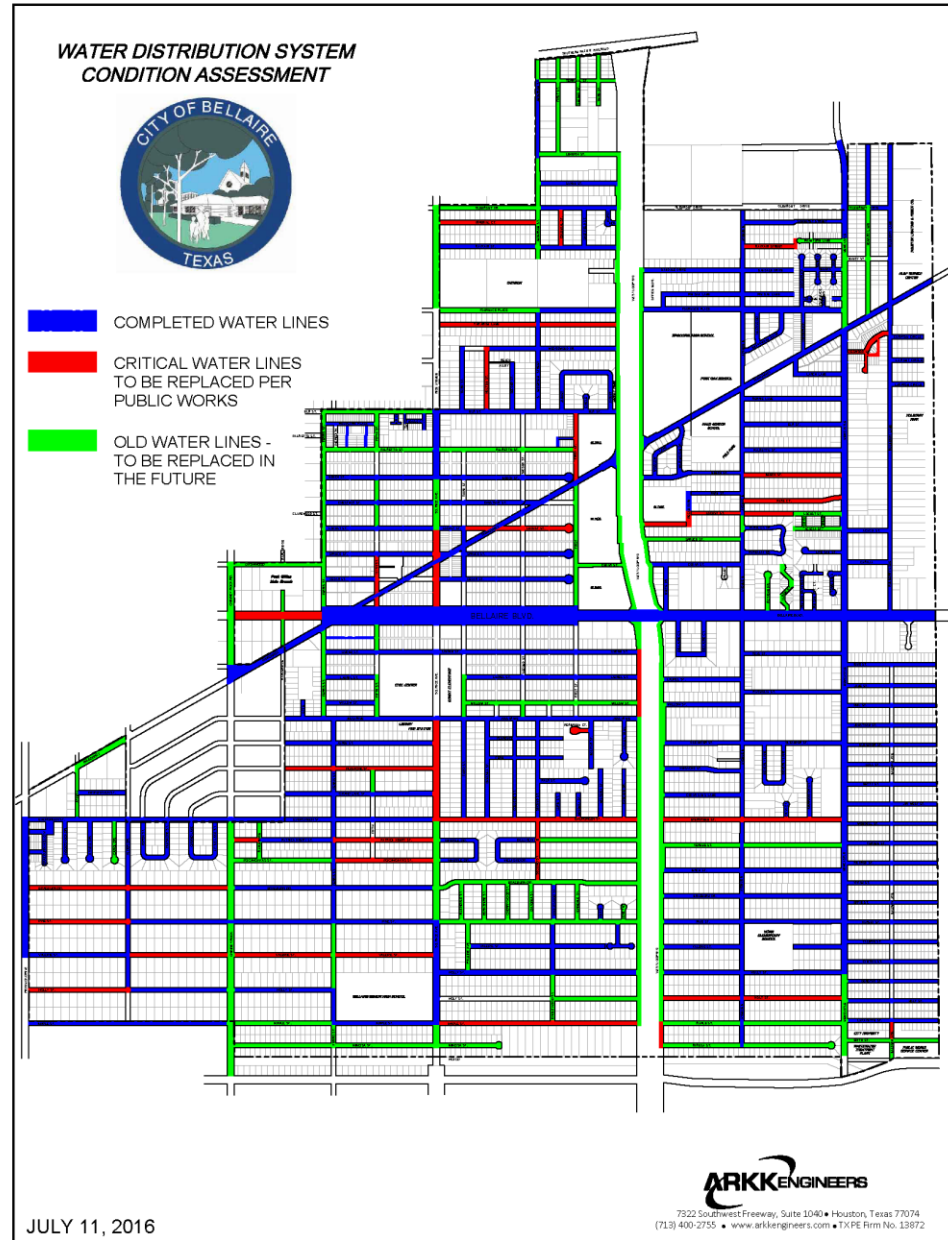
# **Bonds for a Better Bellaire 2016**

**Tonight's Discussion**

**WATER & WASTEWATER LINES**

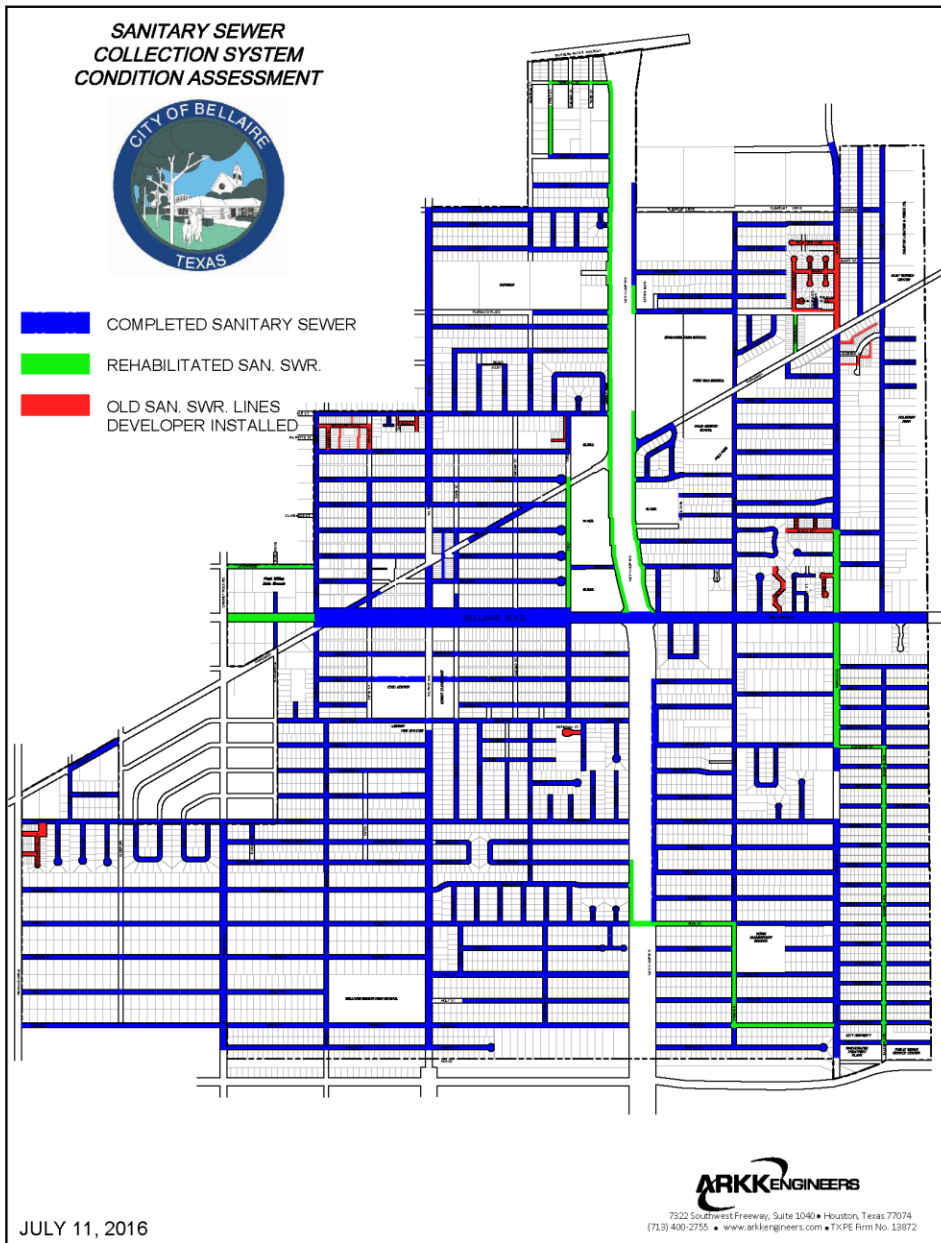
**STREET & DRAINAGE**

**SIDEWALKS**



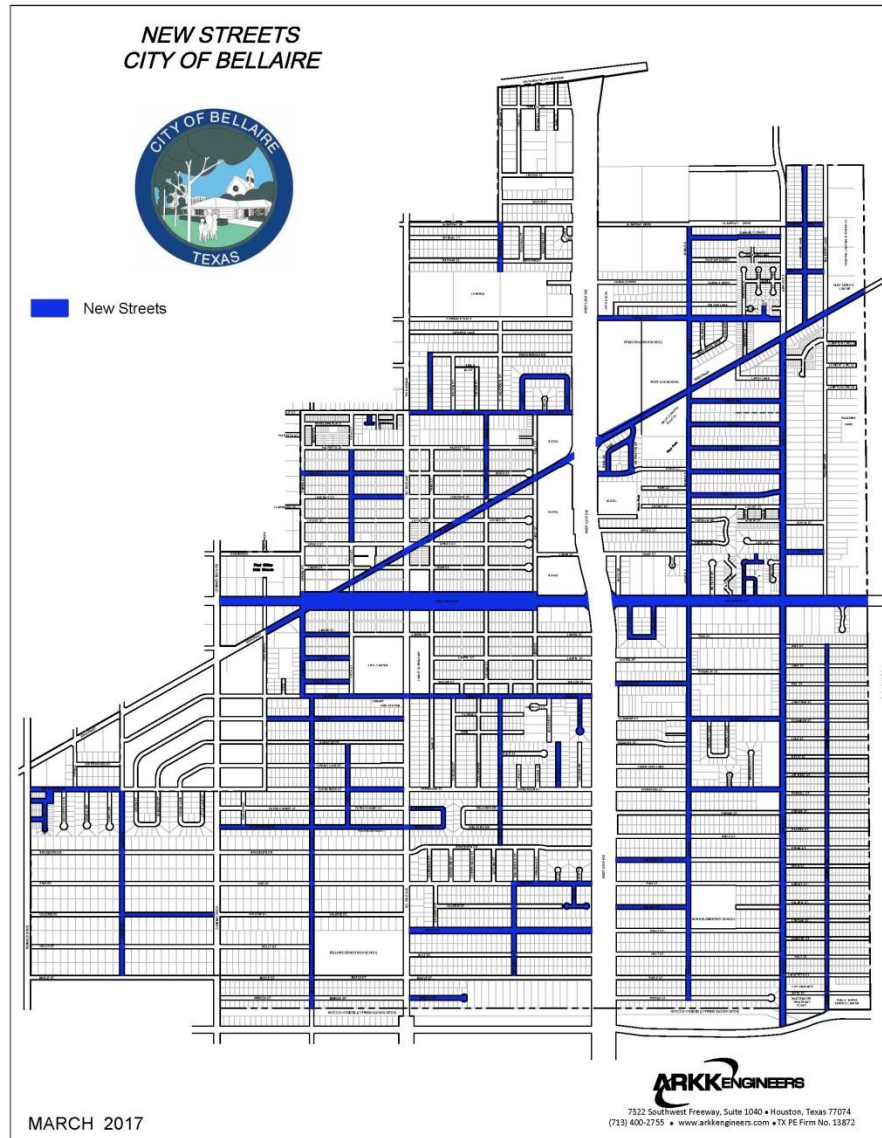
# WATER LINE DISTRIBUTION SYSTEM CONDITION ASSESSMENT

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# SANITARY SEWER COLLECTION SYSTEM CONDITION ASSESSMEN'

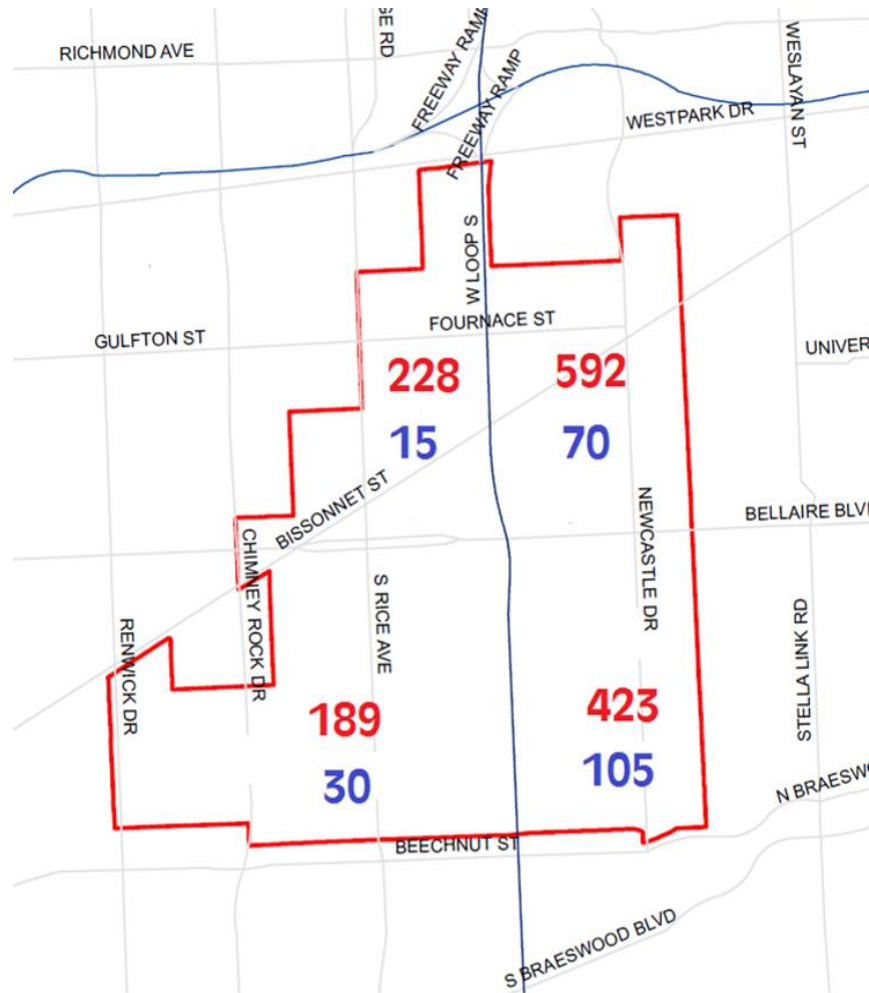
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## NEWER CONCRETE STREETS



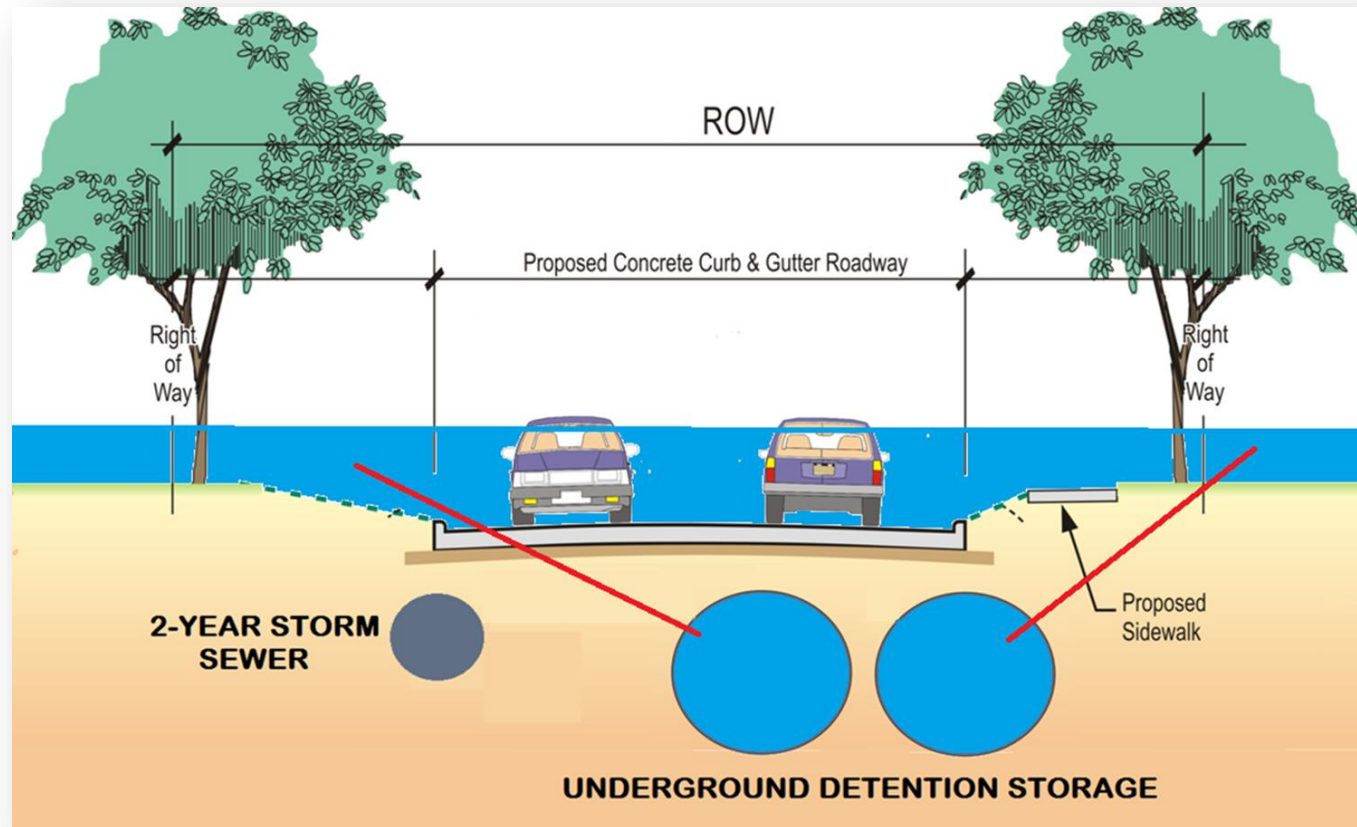
- Flooded structures by area during Tropical Storm Allison & the May 2015 Storm



Reported Structures Flooded  
**Allison 1432**      **May 2015 220**  
 JUNE 9, 2001



# Current Drainage Standards vs Future Opportunities



# Street & Drainage Assessment Criteria

## City of Bellaire - Public Works Department Storm Drainage Priority Rating System

1.C.a

### Purpose:

To protect the citizens and property of the City of Bellaire by reducing the damage and hazards associated with stormwater run-off.

### Calculation:

Each block/segment in the City starts off with a Drainage Ranking Score (DRS) of 0. Points are added as shown below in order to provide a ranking of areas for candidate project locations. This calculation may be redone as new information becomes available.

Item #	Criteria Description	Points
1.)	<b>Structural Flooding Damage</b>	25 maxim
	No Structures Flooded	0
	Pre 1980 Construction	10
a	Structural Flooded Recorded	15
	1980-1994	20
	1995-2004	25
	2005-Present	25
2.)	<b>Existing Drainage Infrastructure</b>	10 maxim
	less than 25%	10
a	Existing Capacity Versus a 2-Year Standard Design	8
	25% to 50%	5
	50% to 75%	0
	Greater than 75%	0
3.)	<b>Drainage Study</b>	10 maxim
	Excessive Ponding Identified in the Drainage Study	0
a	No	10
	Yes	10
4.)	<b>Drainage Area</b>	5 maxim
	Less Than 0-10 Acres	0
a	Size of Drainage Area Served by Storm Sewer	2
	10-20 Acres	4
	20-50 Acres	5
	Greater than 50 Acres	5
5.)	<b>Open Ditch</b>	5 maxim
	Is the block served by an open ditch	0
a	No	5
	Yes	5
6.)	<b>Project Readiness</b>	35 maxim
	No Design Complete	0
a	Design Status	15
	Partial Design Finished	35
	Complete Design	35
7.)	<b>Regional System</b>	5 maxim
	Is there an opportunity for Consideration in a Regional Drainage Project	0
a	No	5
	Yes	5
8.)	<b>Redevelopment Opportunity</b>	5 maxim
	Is there an opportunity for future redevelopment on this block	0
a	No	5
	Yes	5
		100 MAXIM

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

City of Bellaire, TX  
Network Coverage Example Map



## DTS Street Mapping Coverage

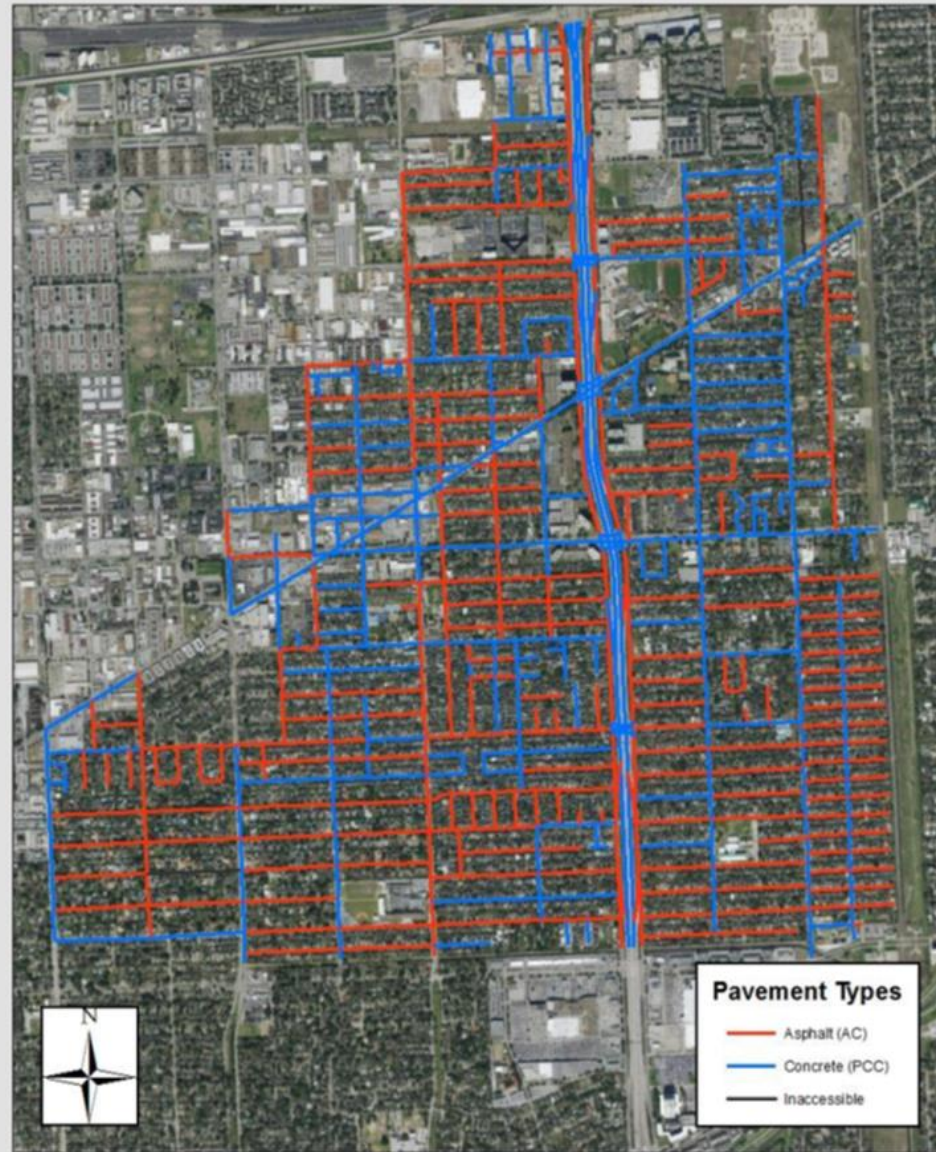
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# DTS Street Pavement Types

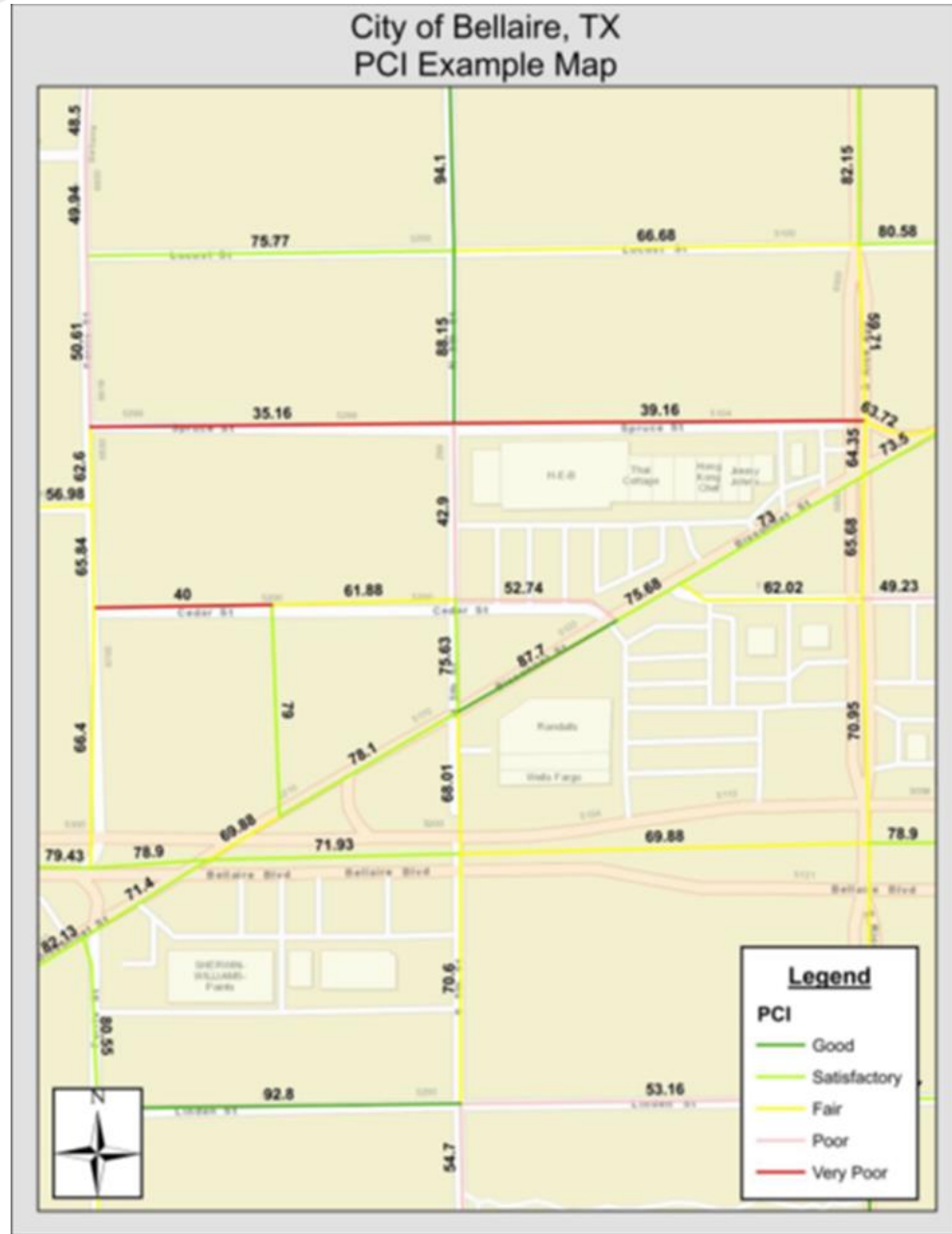
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

City of Bellaire, TX  
Pavement Type Distribution



- **RED** Asphalt Surface

- **Blue** PC Concrete



## DTS PCI Example Map of Spruce Street Area

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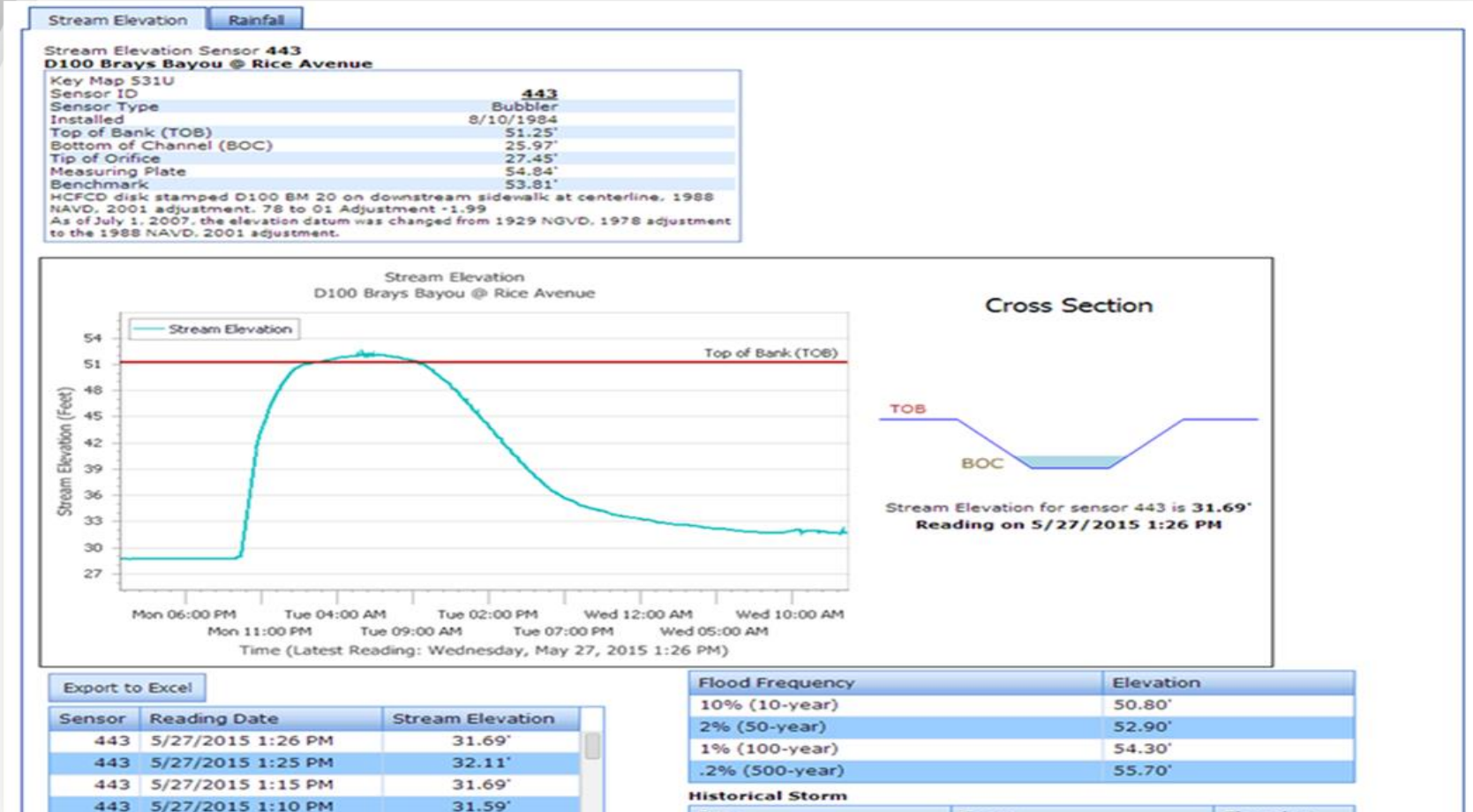


1955

TSA June 2001

May 2015

# Brays Bayou May 2015 HCFCD S. Rice Gage



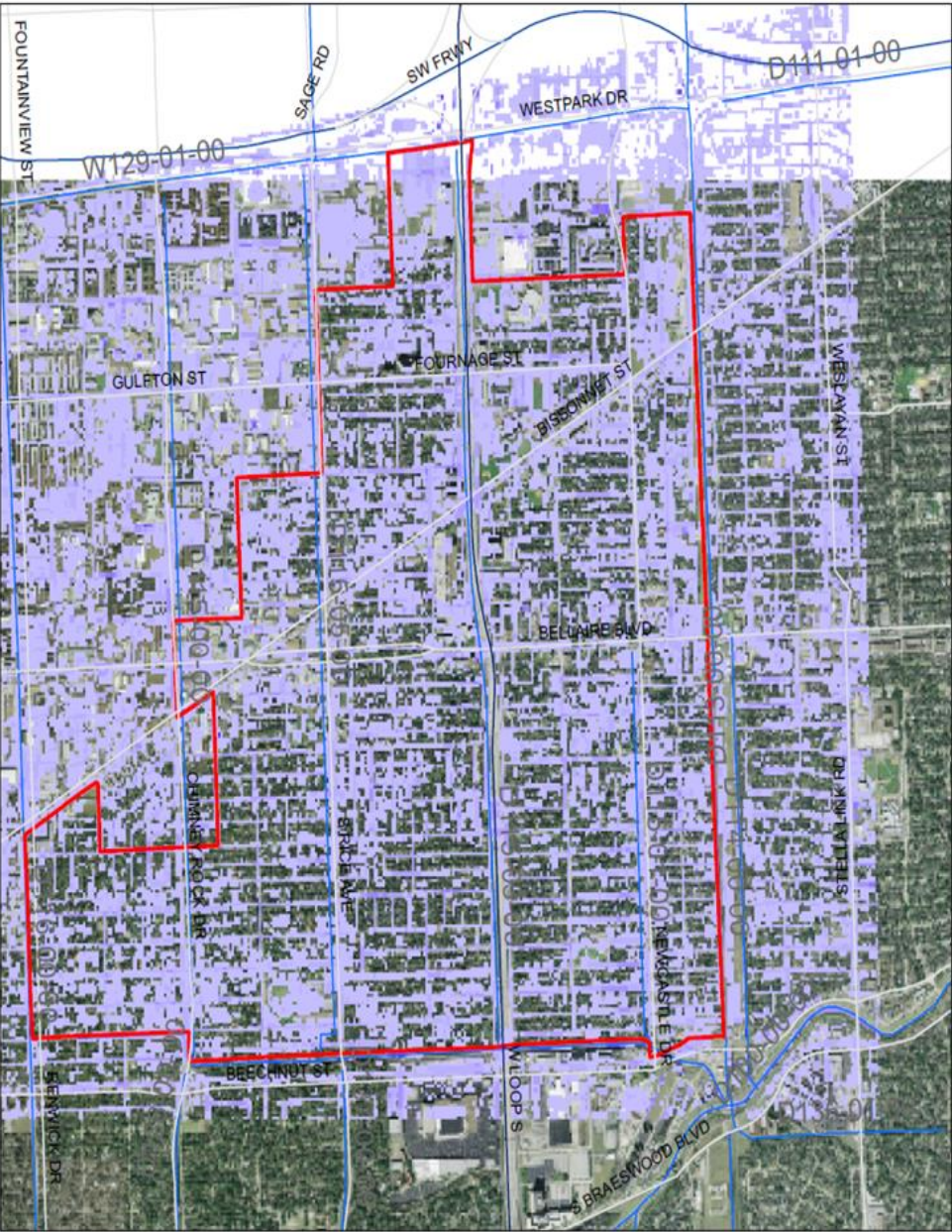


# Finished Floors



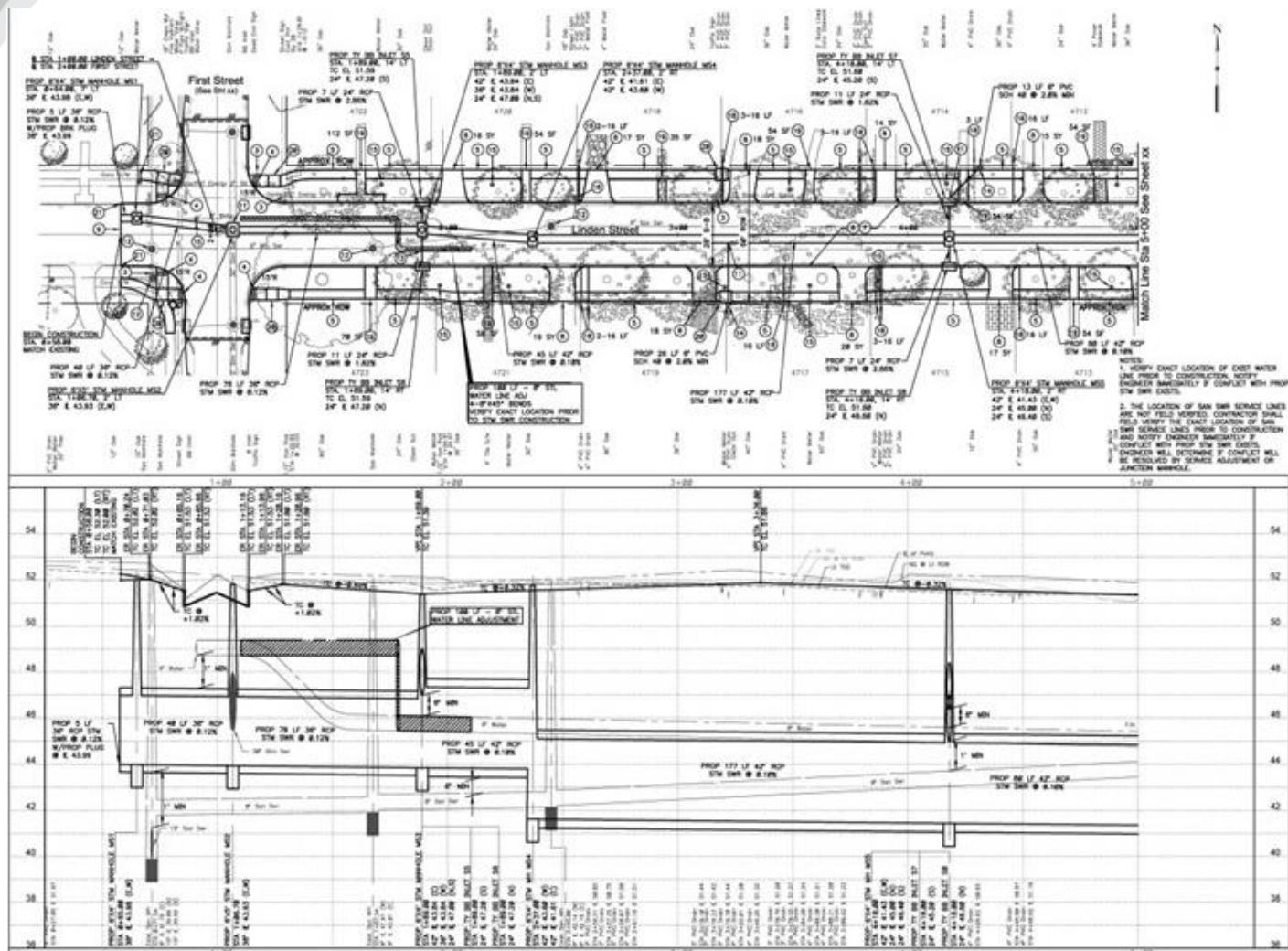
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





# SOBEK Mode

## Packet Pg. 200





## DETAILED STREET RANKING

Block	Street	Previous Road Project	Street Classification	Segment Length	Criterion #1				Criterion #2	Criterion #3	Criterion #4	Criterion #5	Criterion #6	Criterion #7	Criterion #8	Maximum Score 2011	Maximum Score 2013	Score Change						
					Structure Handing																			
					Ward	Pre-1950	1950-2004	2005-present																
5500	2ND		LOCAL	253		2	120.00%	C	N	0	0	N	0	None	3	N	0	N	C	3	2	95		
5600	2ND		LOCAL	248		1	10.00%	F	N	0	0	N	0	None	3	N	0	N	C	3	35	62		
1100-1600	3RD		LOCAL	283		1	30.26%	F	N	0	0	N	0	None	3	N	0	N	C	3	2	95		
6500	7TH		LOCAL	203		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7000	7TH		LOCAL	264		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	27	73	
1500	ALABAMA	HY2000 PH2	LOCAL	289		1	110.43%	F	N	0	0	4.78	0	N	0	None	3	N	0	N	C	3	2	95
7300-7400	ALABAMA		LOCAL	713																				
7400	ALABAMA	88 PHASE 2B	LOCAL	882		1	100.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7800	ALABAMA	88 PHASE 2B	LOCAL	439		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7900	ALABAMA	88 PHASE 2B	LOCAL	417		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7500	ALABAMA	88 PHASE 2B	LOCAL	487		1	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
3000	ALABAMA	88 PHASE 2B	LOCAL	455		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
1100	ALABAMA		LOCAL	314		1	51.51%	F	N	0	0	0.80	0	N	0	None	3	N	0	N	C	3	24	76
1	ALBANY	HY2000 PH2 C2	LOCAL	733		3	145.00%	C	N	0	0	2.39	0	N	0	None	3	N	0	N	C	3	33	62
8000	ANDERSON ST	HY2000 PH2 C1	LOCAL	817		27	44.80%	F	N	0	0	2.64	0	N	0	None	3	N	0	N	C	3	16	62
9000	ANDERSON ST		LOCAL	813		1	23.52%	F	N	0	0	2	0	N	0	None	3	N	0	N	C	3	2	95
9000	ANDERSON ST		LOCAL	194		3	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	24	76	
1000	ANDERSON ST		LOCAL	144		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	14	58	
1100	ANDERSON ST		LOCAL	822		1	88.13%	F	N	0	0	6.4	0	N	0	None	3	N	0	N	C	3	2	95
1100	ANDERSON ST	HY2000 PH2 C1	LOCAL	180		1	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
1200	ANDERSON ST	HY2000 PH2 C1	LOCAL	938		2	88.43%	C	N	0	0	4.1	0	N	0	None	3	N	0	N	C	3	18	92
1200	ANDERSON ST	HY2000 PH2 C1	LOCAL	873		1	100.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
1200-1600	ANDERSON ST		LOCAL	326		3	46.89%	B	N	0	0	7.28	0	N	0	None	3	N	0	N	C	3	17	83
1300	ANDERSON ST		LOCAL	258		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	24	76	
5100-5200	ASPEN ST	88 PHASE 4	LOCAL	1313		1	22	120.00%	C	N	0	3.05	0	N	0	None	3	N	0	N	C	25	9	91
5200	ASPEN ST	88 PHASE 4	LOCAL	659		1	11	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	18	92	
5300	ASPEN ST	88 PHASE 4	LOCAL	621		1	1	10.00%	F	N	0	4.63	0	N	0	None	3	N	0	N	C	5	4	69
6800	AVI B	BMRP HY2000	LOCAL	493		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	35	92	
6400	AVI B	BMRP HY2000	LOCAL	223		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	14	58	
7000	AVI B	BMRP HY2000	LOCAL	154		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	18	80	
7100	AVI B	BMRP HY2000	LOCAL	186		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	8	92	
7100-7200	AVI B	BMRP HY2000	LOCAL	486		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	13	86	
7300	AVI B	BMRP HY2000	LOCAL	154		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	11	69	
7300	AVI B	BMRP HY2000	LOCAL	317		1	10.00%	F	N	0	0	2	0	N	0	None	3	N	0	N	C	3	2	95
7400	AVI B	BMRP HY2000	LOCAL	323		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	8	92	
7400	AVI B	BMRP HY2000	LOCAL	574		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	5	64	
7500	AVI B	BMRP HY2000	LOCAL	257		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	12	69	
7700	AVI B	BMRP HY2000	LOCAL	327		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	12	69	
7800	AVI B	BMRP HY2000	LOCAL	551		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	5	64	
7500	AVI B	BMRP HY2000	LOCAL	333		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	6	94	
8000	AVI B	BMRP HY2000	LOCAL	335		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	4	69	
8100	AVI B	BMRP HY2000	LOCAL	34		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	4	95	
8200	AVI B	BMRP HY2000	LOCAL	329		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	4	95	
8300	AVI B	BMRP HY2000	LOCAL	287		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	12	89	
1	ALBANY TRAIL LN		LOCAL	201		1	1	0.17%	F	N	0	4.27	0	N	0	None	3	N	0	N	C	10	13	81
6000	BALDWIN AVE	88 BALDWIN	LOCAL	274		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	6	94	
7000	BALDWIN AVE	88 BALDWIN	LOCAL	241		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7000	BALDWIN AVE	88 BALDWIN	LOCAL	254		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	32	94	
7000	BALDWIN AVE	88 BALDWIN	LOCAL	258		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	14	58	
7100	BALDWIN AVE	88 BALDWIN	LOCAL	257		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	35	62	
7100	BALDWIN AVE	88 BALDWIN	LOCAL	254		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	8	92	
7100	BALDWIN AVE	88 BALDWIN	LOCAL	257		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	4	95	
7100	BALDWIN AVE	88 BALDWIN	LOCAL	254		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	6	94	
7200	BALDWIN AVE	88 BALDWIN	LOCAL	254		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	6	94	
7200	BALDWIN AVE	88 BALDWIN	LOCAL	257		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	8	92	
7300	BALDWIN AVE	88 BALDWIN	LOCAL	257		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	3	90	
7300	BALDWIN AVE	88 BALDWIN	LOCAL	253		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	8	92	
7600	BALDWIN AVE	88 BALDWIN	LOCAL	259		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7700	BALDWIN AVE	88 BALDWIN	LOCAL	259		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7800	BALDWIN AVE	88 BALDWIN	LOCAL	257		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
7500	BALDWIN AVE	88 BALDWIN	LOCAL	262		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	4	94	
8000	BALDWIN AVE	88 BALDWIN	LOCAL	253		1	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	3	2	100	
8300	BALDWIN AVE	88 BALDWIN	LOCAL	254		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
8200	BALDWIN AVE	88 BALDWIN	LOCAL	255		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
8300	BALDWIN AVE	88 BALDWIN	LOCAL	254		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
4400	BALDWIN LN		LOCAL	273		2	115.48%	C	N	0	0	3.05	0	N	0	None	3	N	0	N	C	3	23	77
4300	BEECH ST	88 PHASE 1	LOCAL	1345		1	1	0.09%	F	N	0	0.81	0	N	0	None	3	N	0	N	C	23	10	81
4600	BEECH ST	88 PHASE 1A	LOCAL	803		2	182.70%	C	N	0	0	2.99	0	N	0	None	3	N	0	N	C	3	2	95
4600	BEECH ST	88 PHASE 1A	LOCAL	333		2	120.00%	C	N	0	0	0	N	0	None	3	N	0	N	C	3	2	95	
4600	BEECH ST	88 PHASE 1A	LOCAL	175		2	10.00%	F	N	0	0	0	N	0	None	3	N	0	N	C	23	13	84	

## Bonds for a Better Bellaire 2016

Bonds For a Better Bellaire Street Ranking List						
Rank	Street		Bond Phase	Drainage Score	Paving Score	Cumulative Score <small>This is a weighted score of (drainage x .60) + (paving x .40)</small>
1	4700	WILLOW ST	Group B Phase I - 2017	68	23	50
2	4900-5000	MAYFAIR ST	Group B Phase I - 2017	43	55	48
3	500	BOLIVAR ST	Group C Phase II - 2018	33	69	47
4	4700	LINDEN ST	Group B Phase I - 2017	45	23	36
5	4900-5000	IMPERIAL ST	Group B Phase I - 2017	43	24	35
6	4500	MAPLE ST	Group C Phase II - 2018	42	22	34
7	4600	CEDAR ST	Group C Phase III - 2019	25	45	33
8	5100	SPRUCE ST	Group C Phase II - 2018	12	61	32
9	4300	CYNTHIA ST	Group C Phase III - 2019	34	24	30
10	4500	LARCH LN	Group C Phase III - 2019	30	30	30
11	4300	EDITH ST		7	63	29
12	6700	N 5TH	Group C Phase II - 2018	8	57	28
13	500	CHELSEA ST	Group C Phase III - 2019	0	64	26
14	4500	MIMOSA DR	Group C Phase III - 2019	30	20	26
15	5200	SPRUCE ST	Group C Phase II - 2018	0	65	26
16	4300	BETTY ST		34	11	25
17	4400	EDITH ST		20	32	25
18	4500	HOLLY ST		25	25	25
19	4900-5000	MAPLE ST		25	24	25
20	4300	VALERIE ST		25	24	25
21	5200	CEDAR ST		0	60	24
22	5300	DASHWOOD DR		12	43	24
23	4300	DOROTHY ST		30	15	24
24	4400	LAFAYETTE ST		25	22	24
25	4700	LEHIGH ST		5	53	24
26	4900	VALERIE ST		20	31	24
27	1	AZALEA TRAIL LN		25	19	23
28	4500	BEECH ST		25	19	23
29	4800	FERN ST		15	34	23
30	6300	FERRIS DR		0	57	23
31	4800	GLENMONT DR		25	20	23
32	4700-4800	HOLLY ST		15	36	23
33	7300	S RICE AVE		30	12	23
34	4400	WENDELL ST		25	20	23
35	4500	BIRCH ST		25	17	22
36	4700	CEDAR ST		17	30	22
37	5000	CHESTNUT ST		25	18	22
38	4300	EFFIE ST		30	11	22
39	5100	ELM ST		5	47	22
40	6400	FERRIS DR		0	55	22
41	6400	FERRIS DR		0	55	22
42	4300	HOLT ST		25	17	22
43	4700-4800	HOLT ST		30	10	22
44	4700	LEHIGH ST		15	32	22
45	5100	LINDEN ST		5	47	22
46	4500	LOCUST ST		0	54	22
47	5100	LOCUST ST		15	33	22
48	4700	MAPLE ST		13	36	22
49	100	MARRAKECH CT		30	11	22
50	400	N 3RD ST		0	56	22
51	5100	PATRICK HENRY ST		25	17	22
52	500	S 3RD ST		28	13	22
53	800	ANDERSON ST		25	14	21
54	4400	DARSEY ST		25	16	21
55	5400	DASHWOOD DR		0	52	21
56	6600	FERRIS DR		0	52	21
57	4300	LAMPTON CIR		25	14	21
58	7000	N 5TH		0	52	21
59	4500	PINE ST		15	29	21

## Street Ranking List

# Bonds for a Better Bellaire 2016 Schedule

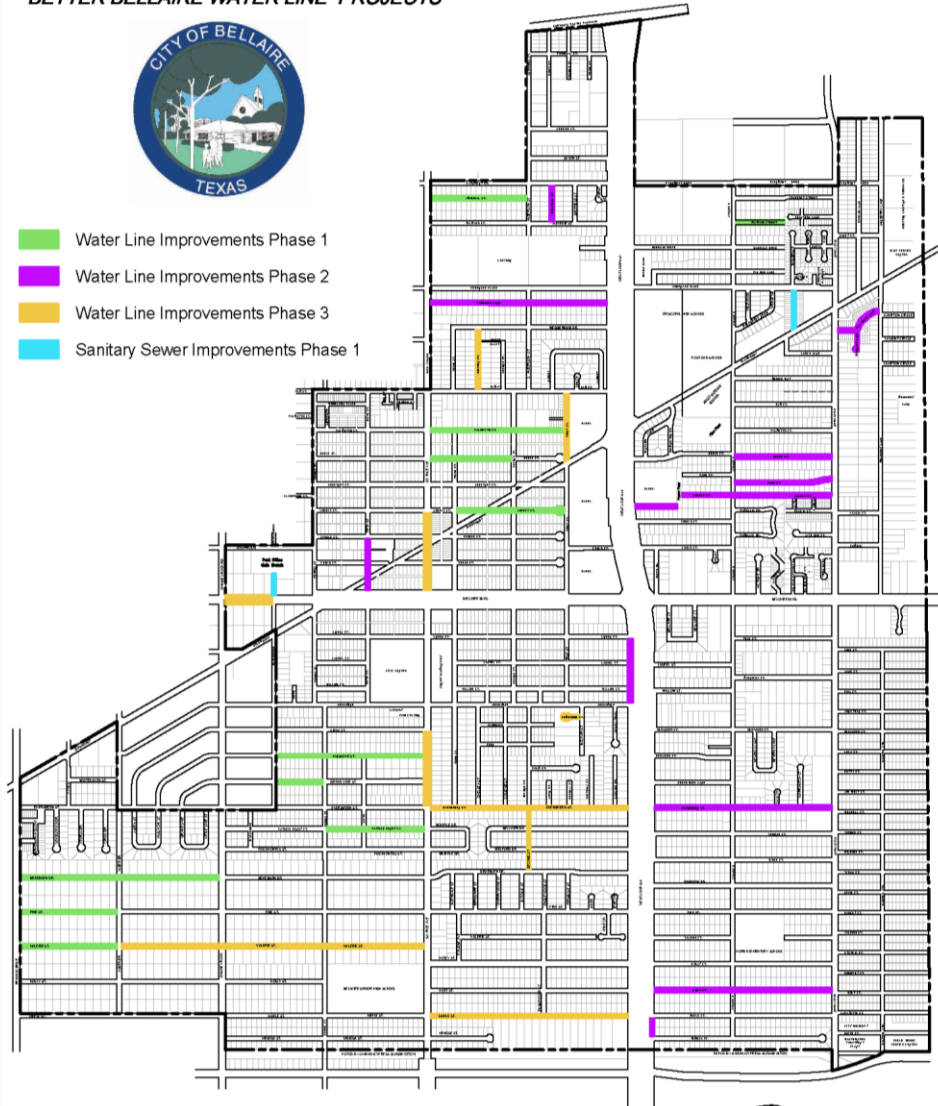


Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**PROJECT GROUP A  
BETTER BELLAIRE WATER LINE PROJECTS**



- Water Line Improvements Phase 1
- Water Line Improvements Phase 2
- Water Line Improvements Phase 3
- Sanitary Sewer Improvements Phase 1



FEBRUARY 2017




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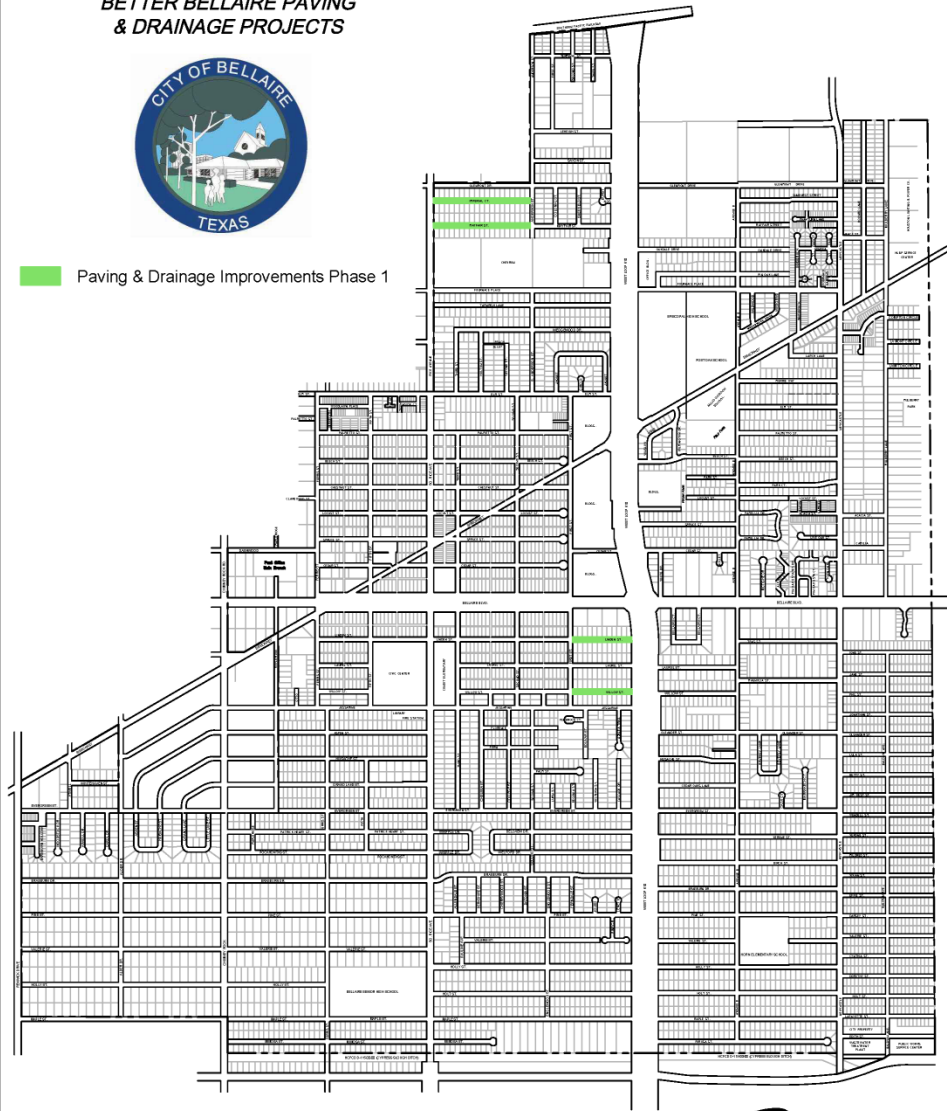
# **GROUP A Water & Wastewater Line Project Locations**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**PROJECT GROUP B  
BETTER BELLAIRE PAVING  
& DRAINAGE PROJECTS**



 Paving & Drainage Improvements Phase 1



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FEBRUARY 2017

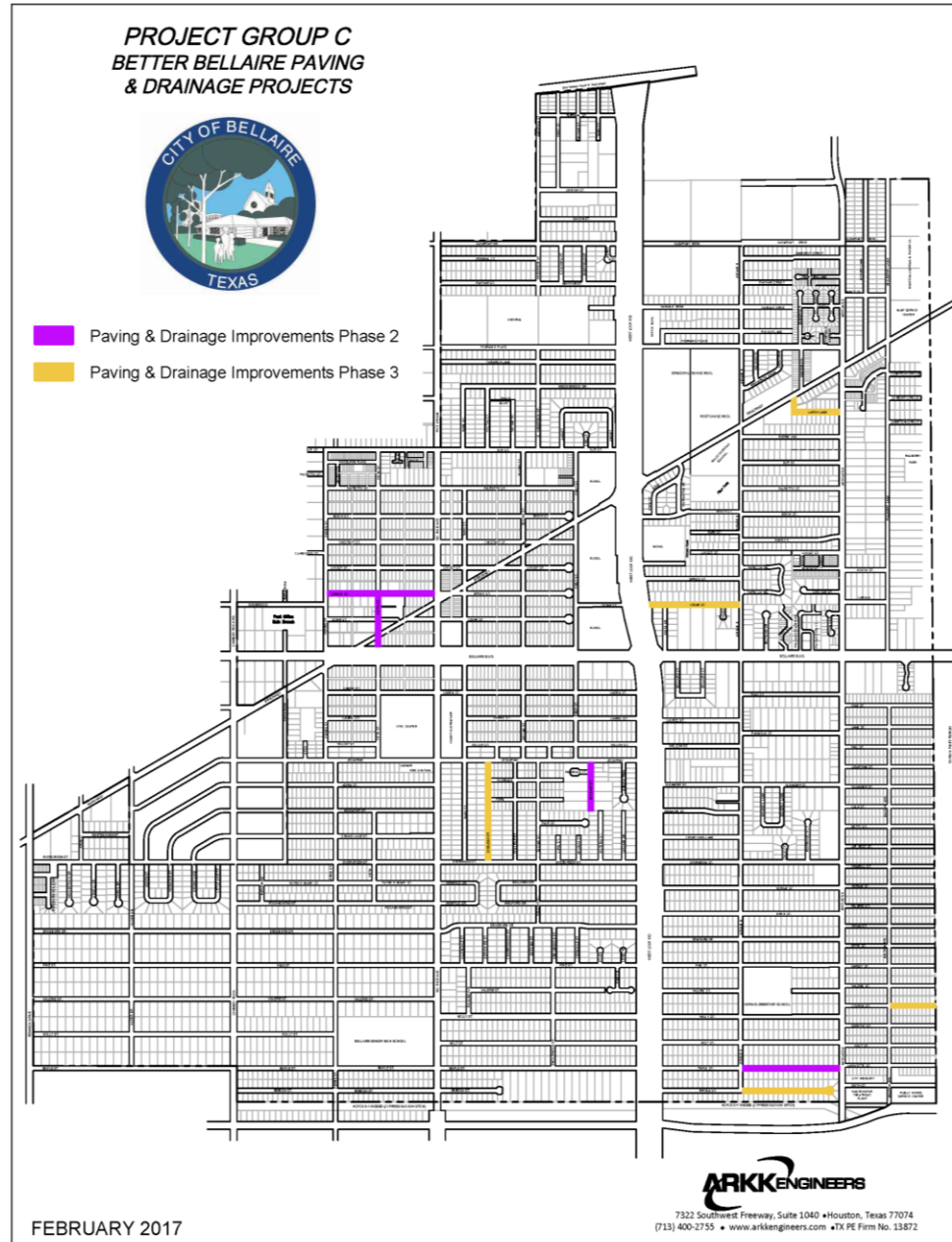
## **GROUP B Remaining Rebuild Bellaire Locations**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Street and Drainage



## Street and Drainage



## **GROUP C Better Bellai Project Locations Phases A & B**

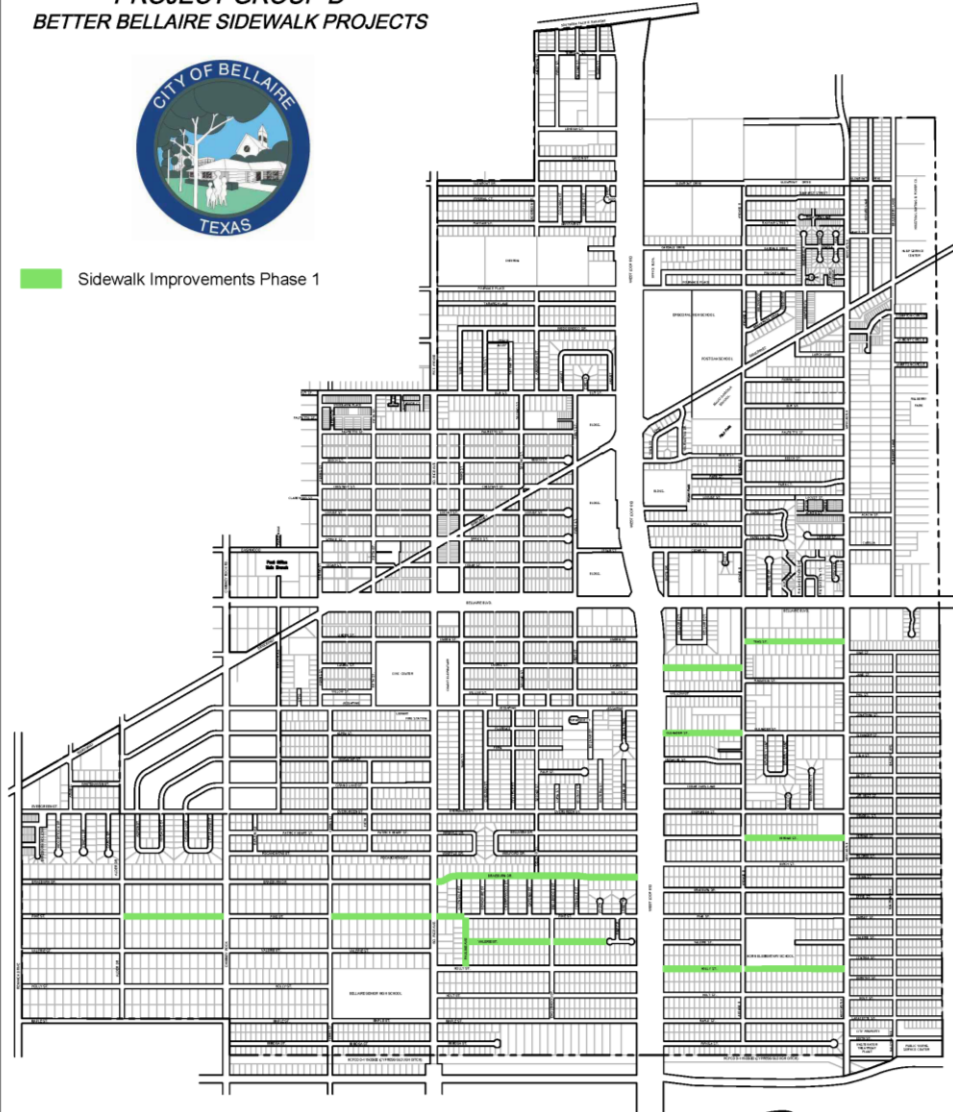
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**PROJECT GROUP D**  
**BETTER BELLAIRE SIDEWALK PROJECTS**



 Sidewalk Improvements Phase 1



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FEBRUARY 2017

# **GROUP D** **New Sidewalk** **Project** **Locations** **PHASE I**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## New Sidewalk Requirements

- Neighboring municipalities, including City of Houston, require a 5' wide sidewalk for all new reconstruction projects.
- ADA requires minimum 4' wide sidewalks including a 5' wide passing zones every installed every 200'.
- ADA recommends 5' sidewalks



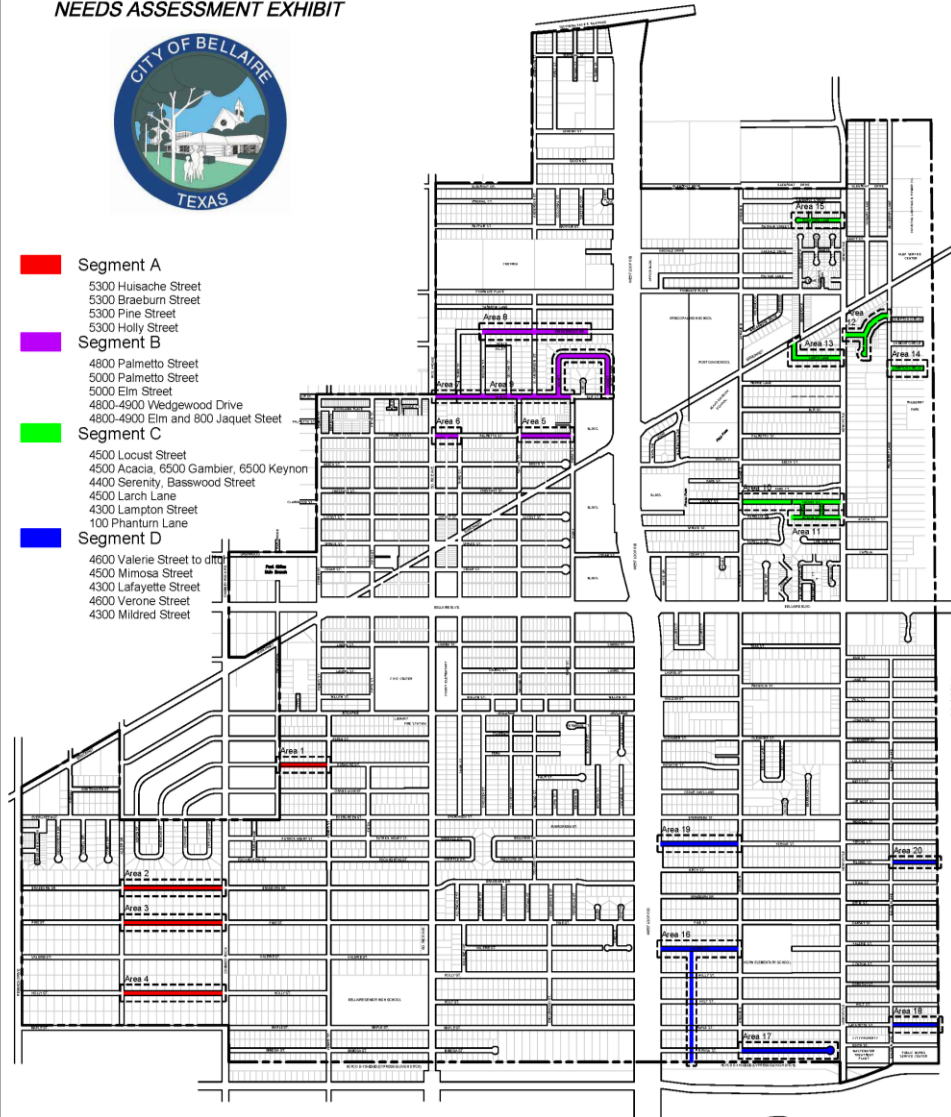
## EXISTING DRAINAGE MAINTENANCE

- 20 areas identified for heavy drainage maintenance.

**STORM DRAINAGE MAINTENANCE  
NEEDS ASSESSMENT EXHIBIT**



- **Segment A**  
5300 Huisache Street  
5300 Braeburn Street  
5300 Pine Street  
5300 Holly Street
- **Segment B**  
4800 Palmetto Street  
5000 Palmetto Street  
5000 Elm Street  
4800-4900 Wedgewood Drive  
4800-4900 Elm and 800 Jaquet Street
- **Segment C**  
4500 Locust Street  
4500 Acacia, 6500 Gambier, 6500 Keynon  
4400 Serenity, Basswood Street  
4500 Larch Lane  
4300 Lampton Street  
100 Phantom Lane
- **Segment D**  
4600 Valerie Street to 4500  
4500 Mimosa Street  
4300 Lafayette Street  
4600 Verone Street  
4300 Mildred Street



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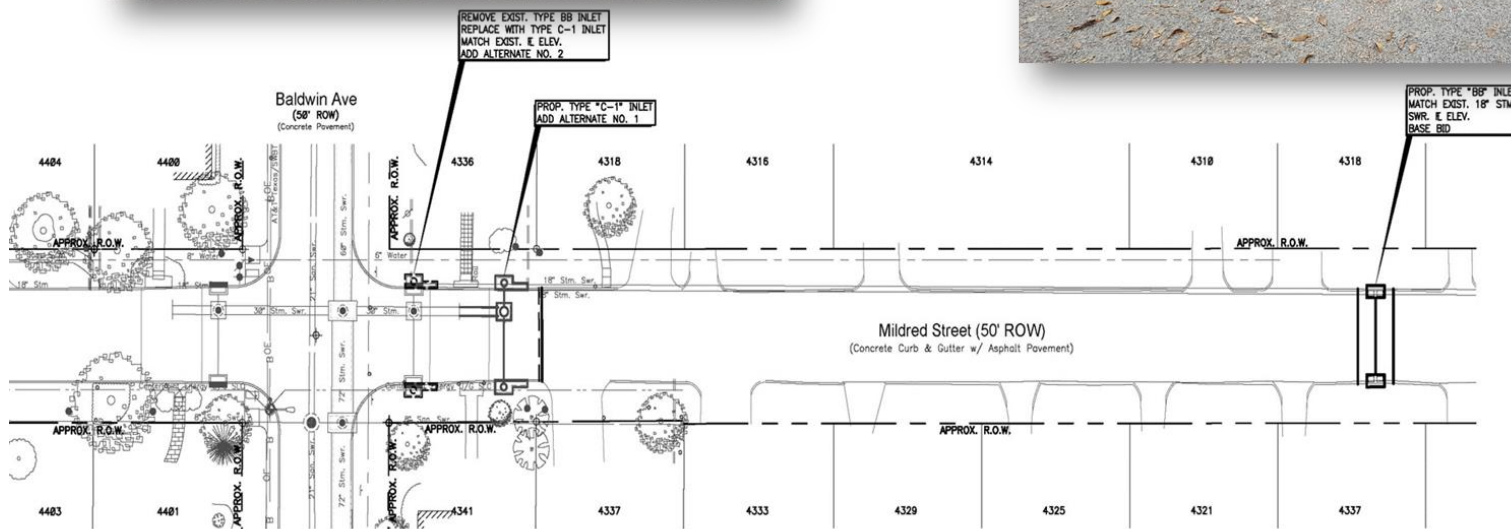
OCTOBER 2016

# Storm Drainage Heavy Maintenance Project

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## Added Inlet Capacity





# City of Bellaire

Monthly Financial Report  
for the period ended  
January 31, 2017



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



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# City of Bellaire Finance

## MEMORANDUM

To: Paul A. Hofmann, City Manager

From: Terrence Beaman, Chief Financial Officer

Date: March 6, 2017

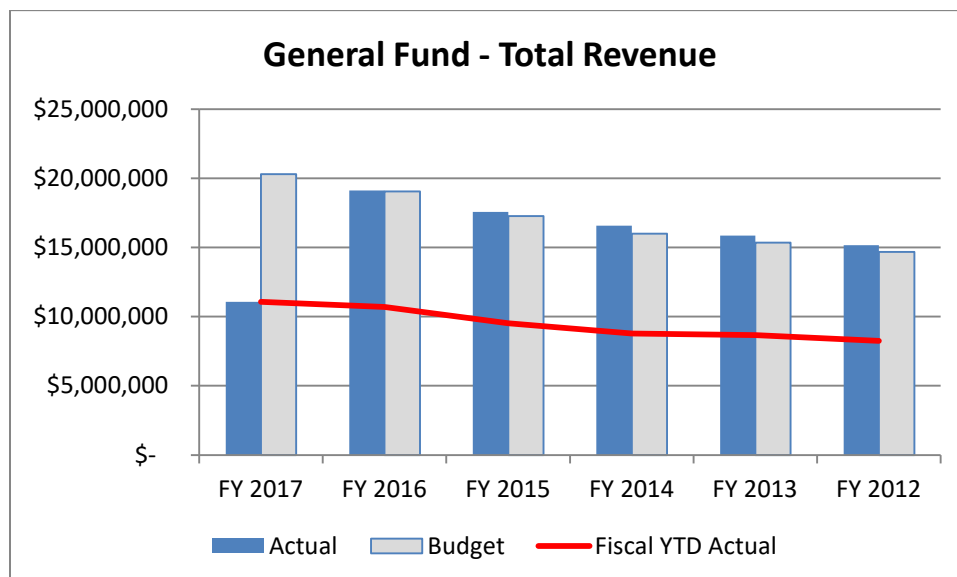
Subject: Financial Analysis for Four Months Ended January 31, 2017

### GENERAL FUND

#### General Fund Revenues:

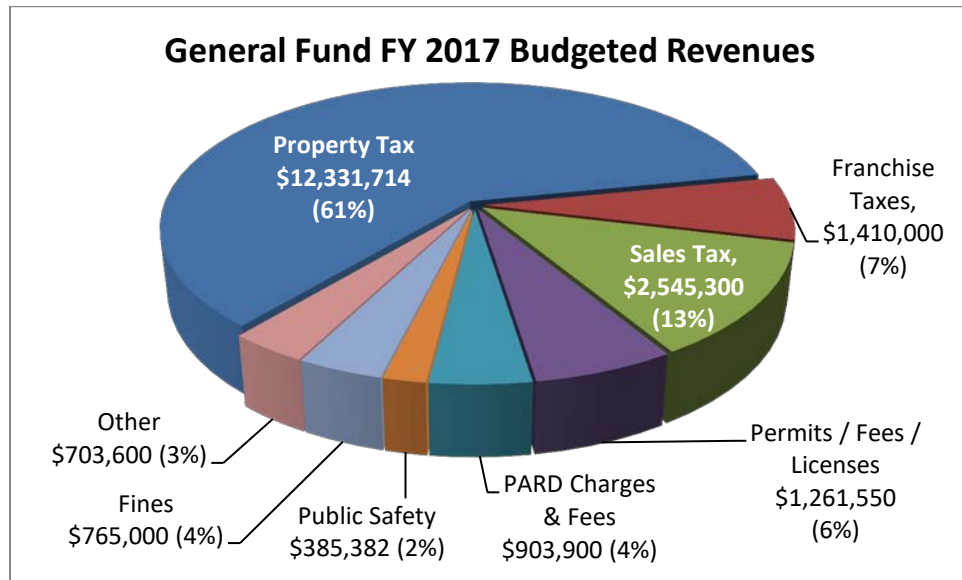
FY 2017 Budget	YTD Allocated Budget	YTD Actual 01/31/2017	Over/(Under) Allocated Budget
\$20,306,446	\$11,522,088	\$11,071,507	(\$450,581)

The allocated budget is a five year average of the percent of revenue collected as of the end of each month in the fiscal year by major categories. For the four months ended January 2017, the General Fund collected 55% of its total budgeted revenues and is under its allocated budget by \$450,581, or 4%.



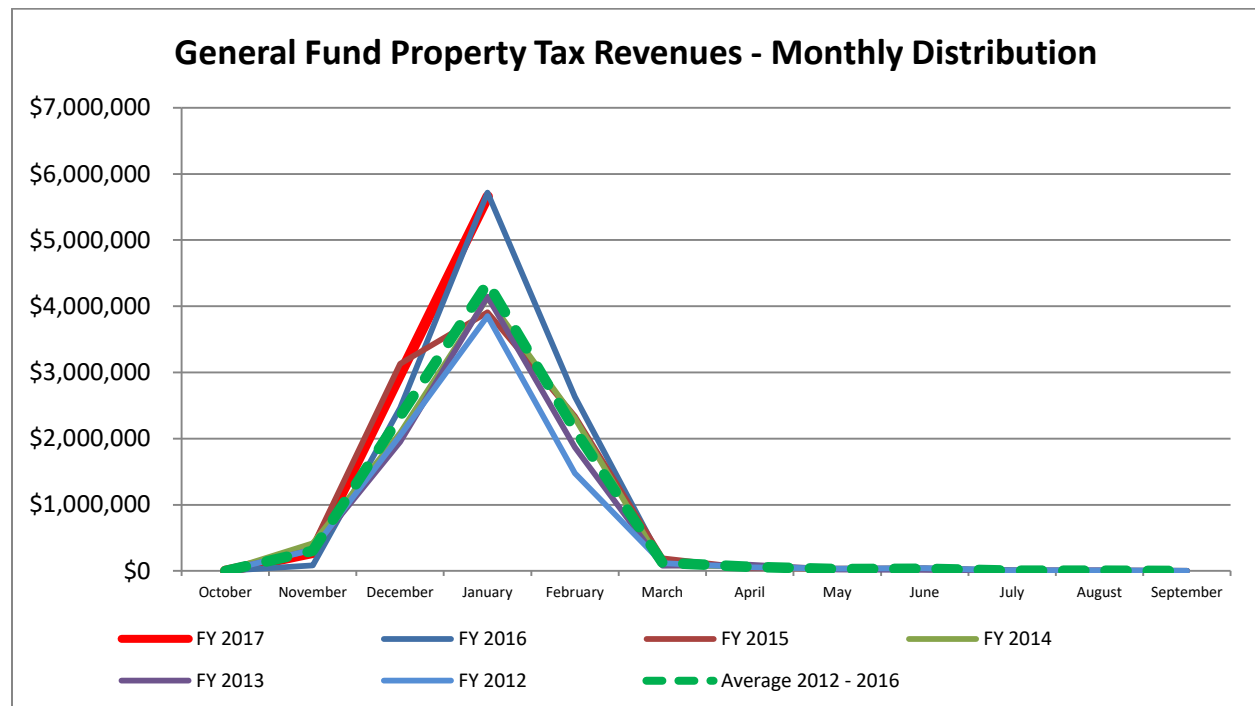
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Property tax makes up the largest category of revenues in the General Fund at 61% of all FY 2017 budgeted revenues, followed by sales tax at 13% and franchise taxes at 7%.

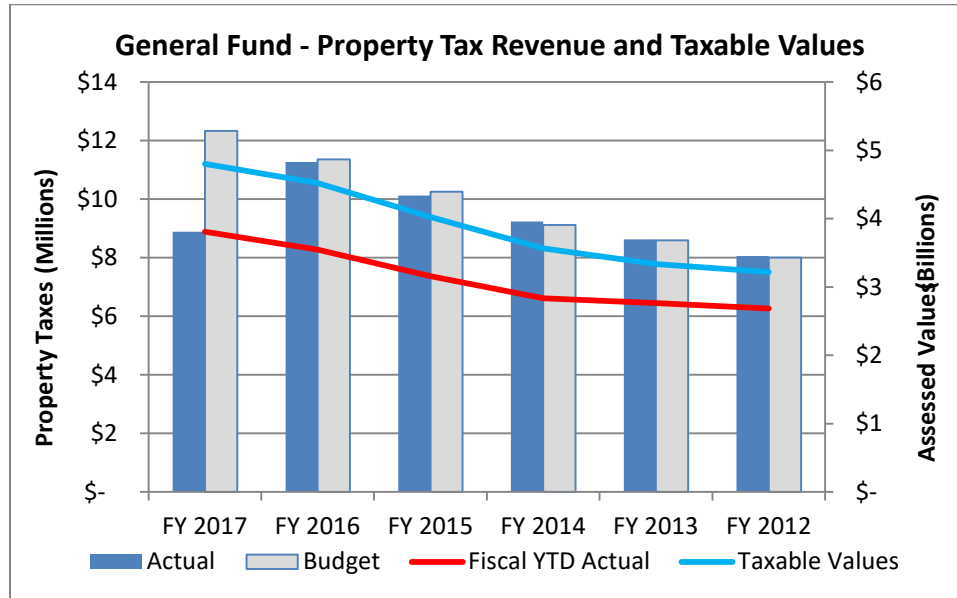


### Property Tax

Historically, approximately 93% of property taxes are collected in the months of December through February. The City collected 72%, or \$8,883,365, of its budgeted property tax revenue through the four months ended January 2017, which is under the allocated budget by \$252,328, or 3%, due to refunds that occurred during November.

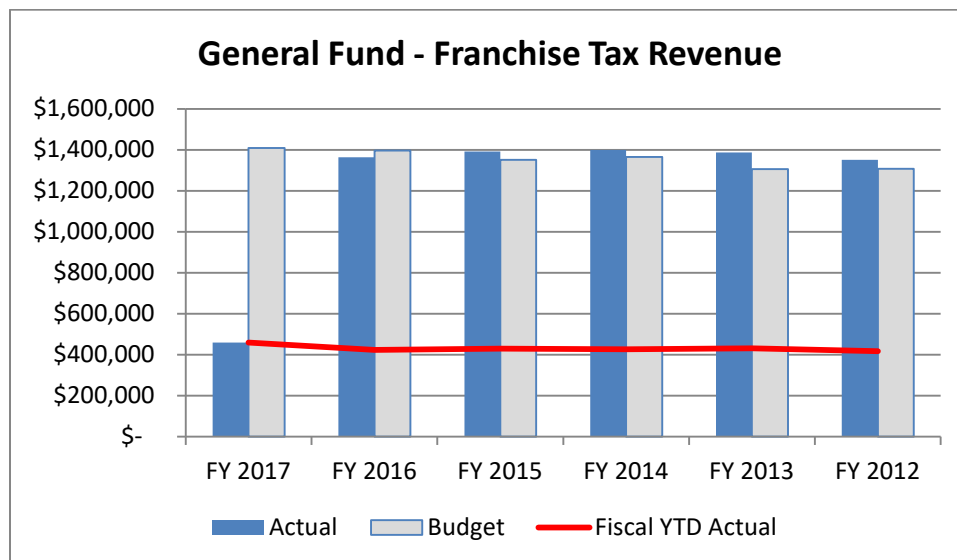


Overall, the General Fund ultimately expects to collect approximately \$12.3 million in property taxes in FY 2017, an increase of \$1.0 million over FY 2016's \$11.3 million. The expected increase in property taxes is driven by a \$0.005 increase in the operations and maintenance portion of the property tax rate and an increase in taxable values as reflected in the following chart.



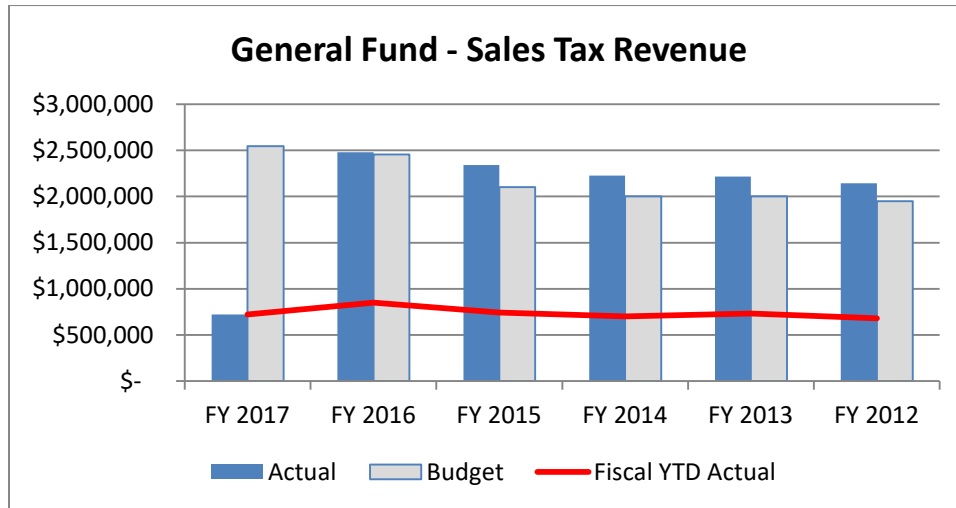
#### Franchise Taxes

Franchise taxes of \$459,024 for the four months ended January 2017 are over the allocated budget by \$24,062, or 6%. Electric franchise tax payments are generally received monthly. Gas, telephone, and cable franchise tax payments are generally received quarterly.



#### Sales Tax

Sales tax revenue of \$722,942 for the four months ended January 2017 is under the allocated budget by \$103,241, or 28%.

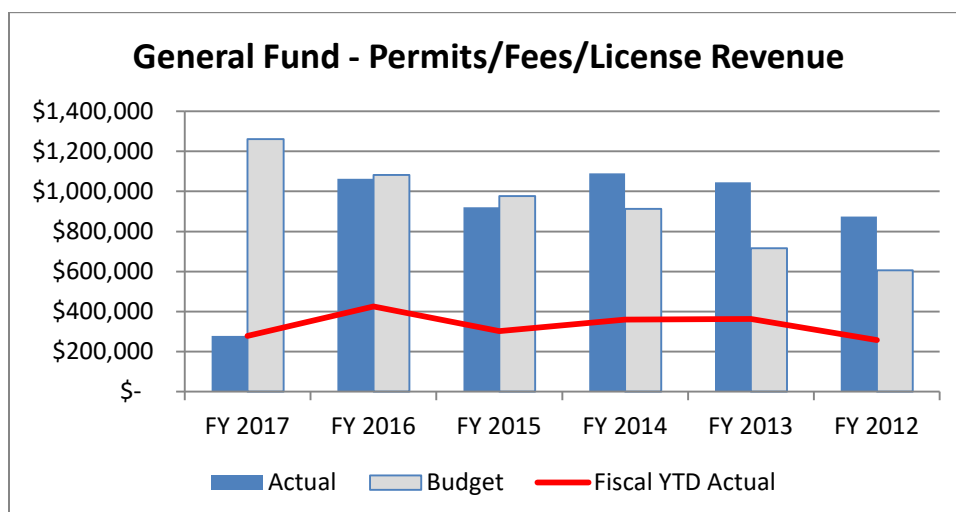


Current year refunds of prior year sales tax overpayments have reduced the sales tax remittances the City received from the State Comptroller.

The City's current inter-local agreement with METRO, effective October 2014, requires METRO to pay the City one-half of all sales taxes collected by METRO within the Bellaire city limits. The City records these revenues in the METRO Fund. The City has experienced a corresponding decline in METRO sales tax receipts in the METRO fund.

#### Permits, Fees, and Licenses

Development permits, fees, and licenses of \$278,970 are under the allocated budget by \$150,491, or 35%. Permits are budgeted to be significantly higher in FY 2017 due to the planned construction of a new H-E-B grocery store. No permit revenue related to the new store was recorded in the four months ended January 2017, and the timing of that permit revenue is not likely to follow the historical trends reflected in the allocated budget. As a result, we may experience significant variances in actual permit revenue as compared to the allocated budget this year.



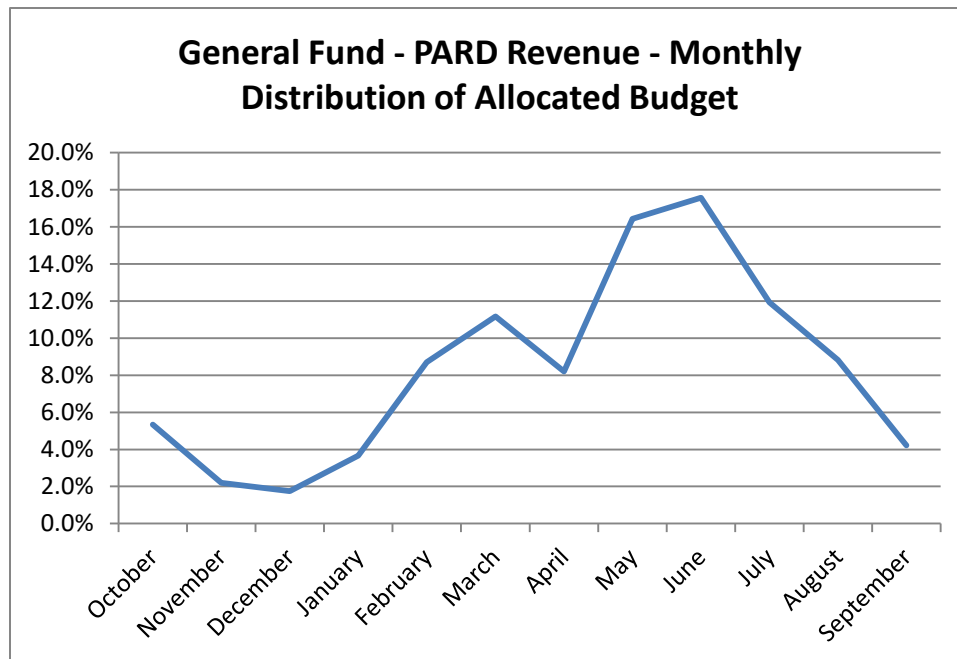
As reflected in the previous chart, actual fiscal year-to-date permit/fees/license revenue is lower than prior years, so the timing of the H-E-B permit revenue is not the only factor contributing to the variance from the allocated budget. Most major permit/fees/license revenue categories are currently below historical averages as reflected in the following table.

G/L Account	Budget	YTD FY 2017	YTD Avg. FY 2012 - 2016	Over / (Under) Average
4102 – Permits Fire-Plumbing-Gas	\$118,000	\$31,108	\$29,962	\$1,146
4103 – Permits Electrical	\$71,000	\$18,549	\$17,450	\$1,099
4104 – Permits Building	\$525,000	\$99,560	\$133,817	(\$34,257)
4121 – Contractor Registration	\$100,000	\$25,560	\$31,502	(\$5,942)
4130 – Plan Check	\$273,000	\$41,056	\$61,731	(\$20,675)

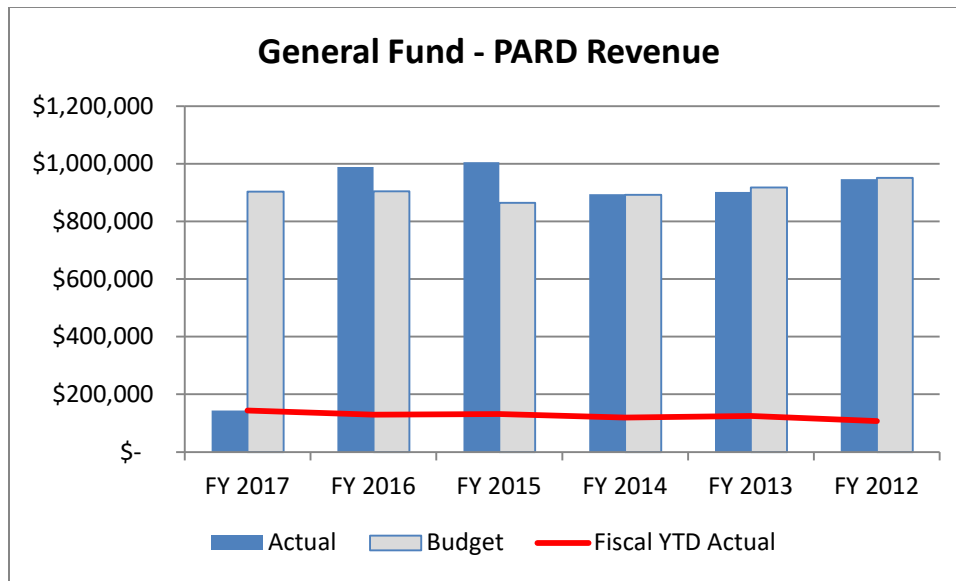
Table includes all G/L accounts in this revenue category with original budgets in excess of \$50,000.

#### PARD Charges & Fees

As reflected in the following chart, Parks and Recreation fees are weighted heavily toward the summer months when Camp Paseo is operating and the swimming pools are open daily.



Parks and Recreation fees of \$143,472 are over the allocated budget by \$26,550, or 23%.

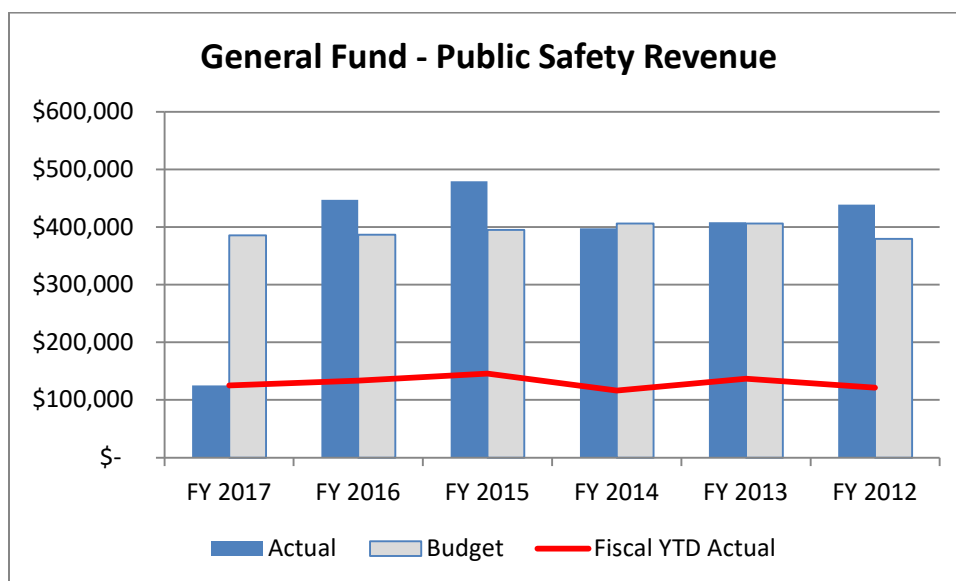


The four months ended January 2017 included pool rental revenue of \$11,120. The average of the prior five years for the comparable period is just \$6,359. The entire \$11,120 relates to reservations for the Episcopal High School swim team.

Additionally, the four months ended January 2017 included \$10,410 in swim lesson revenue. The average of the prior five years for the comparable period is just \$3,118. The swim lesson revenue is primarily due to a restructuring of the personal services contract related to “Swim 300” swim lessons.

### Public Safety

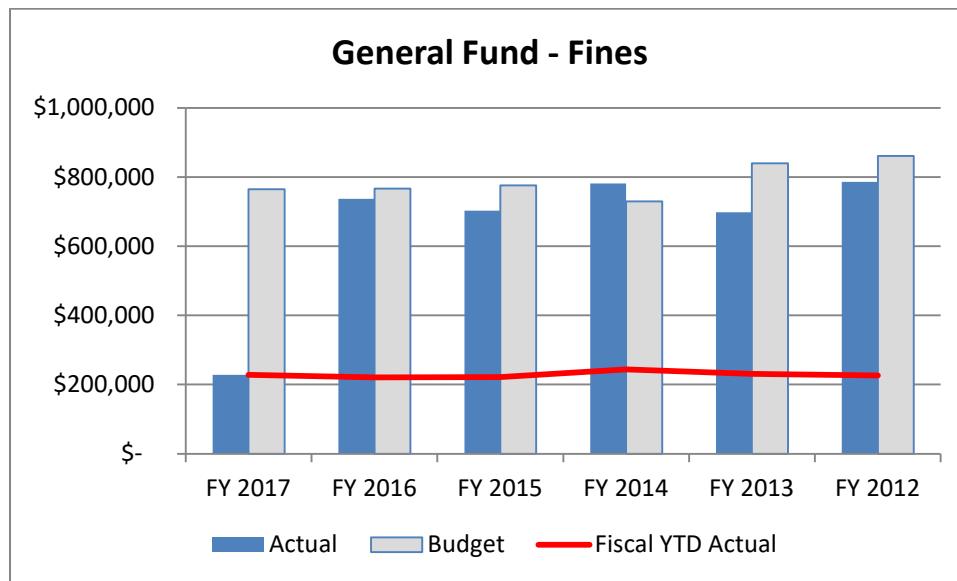
Public Safety revenues of \$125,044 are over the allocated budget by \$8,937, or 8%.





## Fines

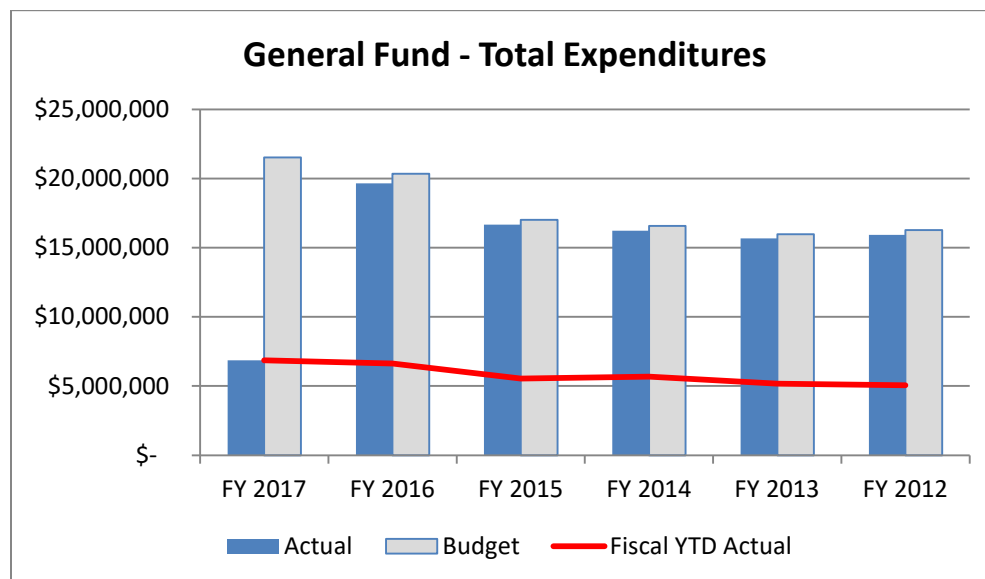
Fine revenues of \$228,081 are below the allocated budget by \$8,642, or 4%.



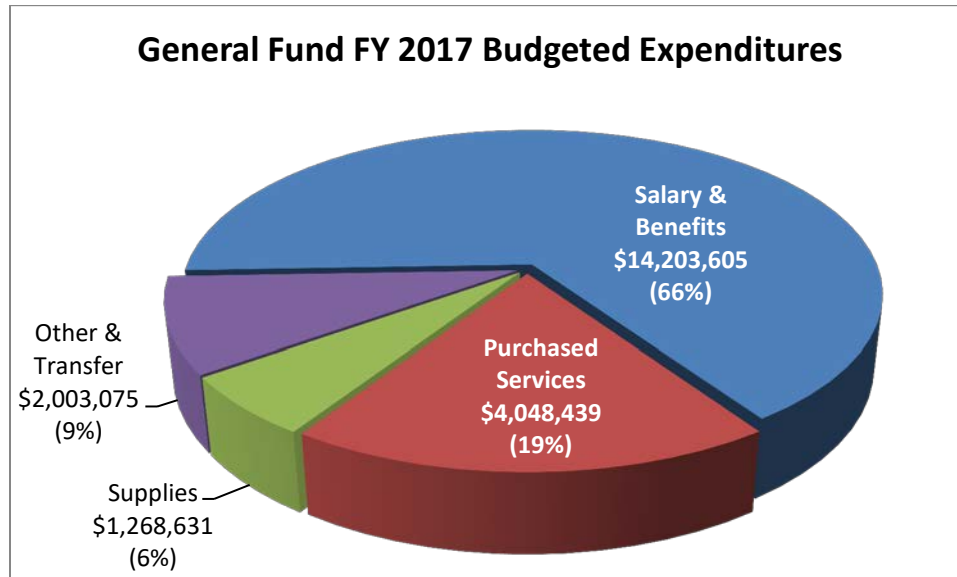
## **General Fund Expenditures:**

FY 2017 Budget	YTD Allocated Budget	YTD Actual 01/31/2017	Over/(Under) Allocated Budget
\$21,523,750	\$7,216,441	\$6,857,949	(\$358,492)

For the four months ended January 2017, the General Fund expended 32% of its total budgeted expenditures and is under its allocated budget by \$358,492, or 5%.

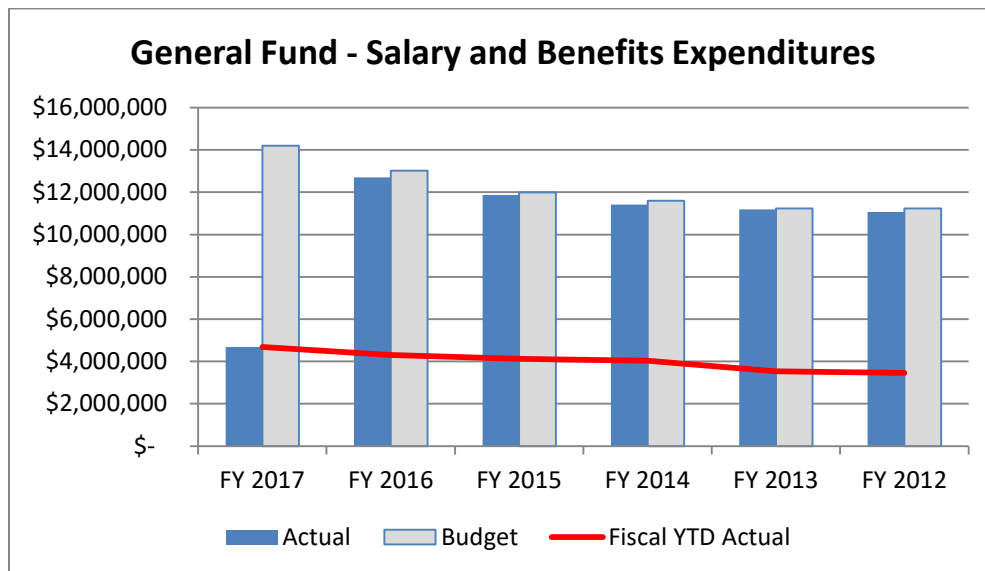


Salaries and benefits make up the largest category of expenditures in the General Fund at 66% of all FY 2017 budgeted expenditures, followed by purchased services at 19%.



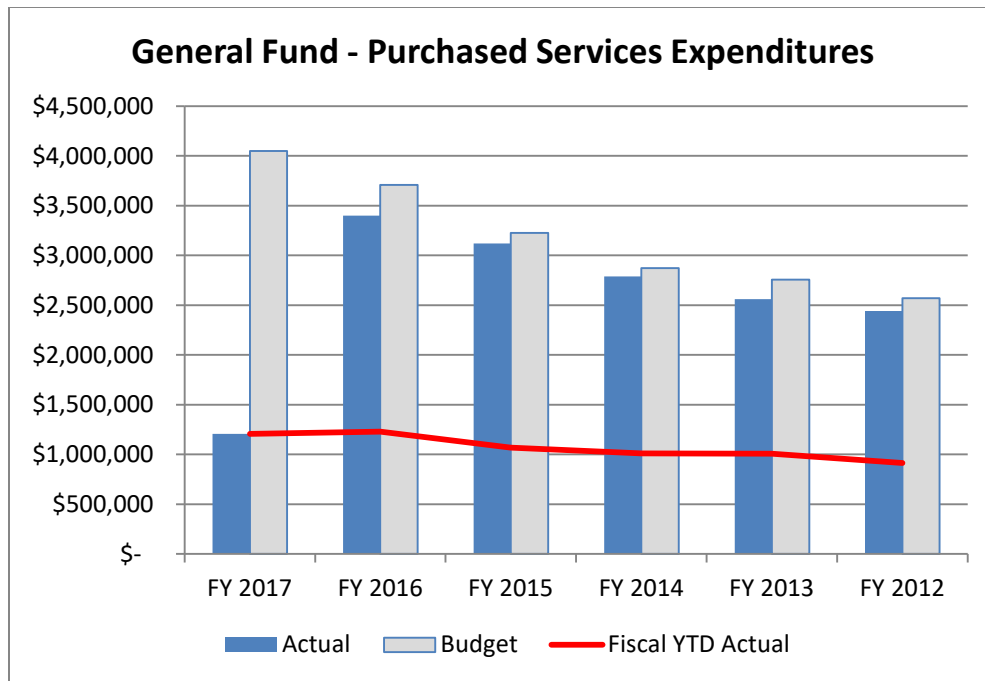
#### Salary and Benefits

Salary and benefits of \$4,681,512 are under the allocated budget by \$70,352, or 1%.



#### Purchased Services

Purchased services of \$1,208,092 are under the allocated budget by \$271,488, or 18%.

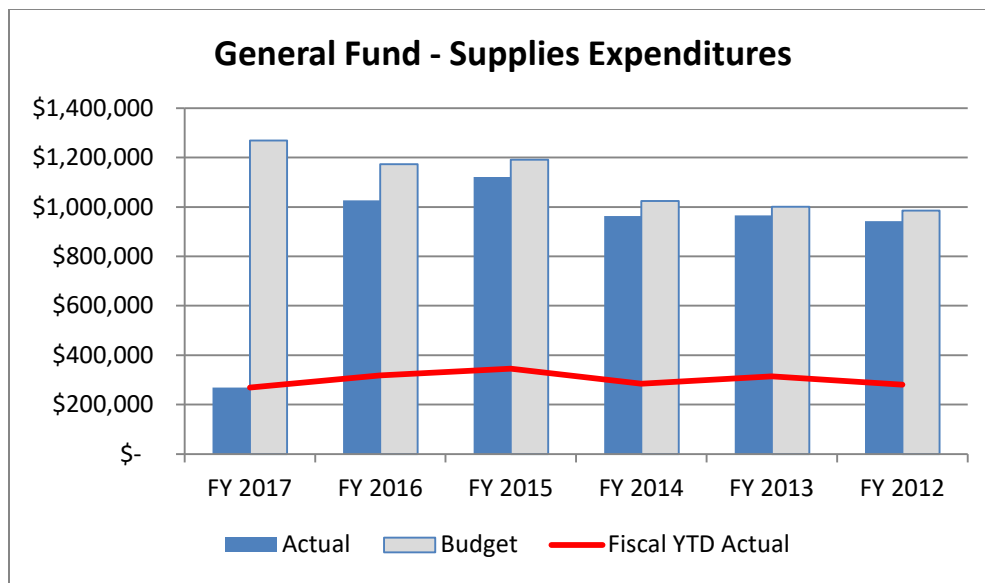


Some of the larger departmental level variances contributing to this category being below the allocated budget include:

- IT – IT communications maintenance (maintenance service agreements) was \$692 for the four months ended January 2017 as compared to the prior five-year average of \$8,527 because of the timing of annual maintenance agreement payments.
- Legal – Legal fees were \$7,254 for the four months ended January 2017 as compared to the prior five-year average of \$16,836 because of the timing of billings.
- Finance – Audit fees were \$0 for the four months ended January 2017 as compared to the prior five-year average of \$21,058 because of the timing of billings.
- Police Department – Maintenance, which is primarily related to vehicles, was \$14,795 for the four months ended January 2017 as compared to the prior five-year average of \$24,662.
- Parks (Maintenance) – Other contract labor was \$689 for the four months ended January 2017 as compared to the prior five-year average of \$7,143.
- Parks (Aquatics) – Pool maintenance was \$12,159 for the four months ended January 2017 as compared to the prior five-year average of \$15,837.
- Library – Permits & Licenses was \$1,817 for the four months ended January 2017 as compared to the prior five-year average of \$4,526.
- Public Works (Streets) – Vehicle maintenance was \$6,046 for the four months ended January 2017 as compared to the prior five-year average of \$10,923.

#### Supplies

Supplies of \$268,942 are under the allocated budget by \$120,900, or 31%.

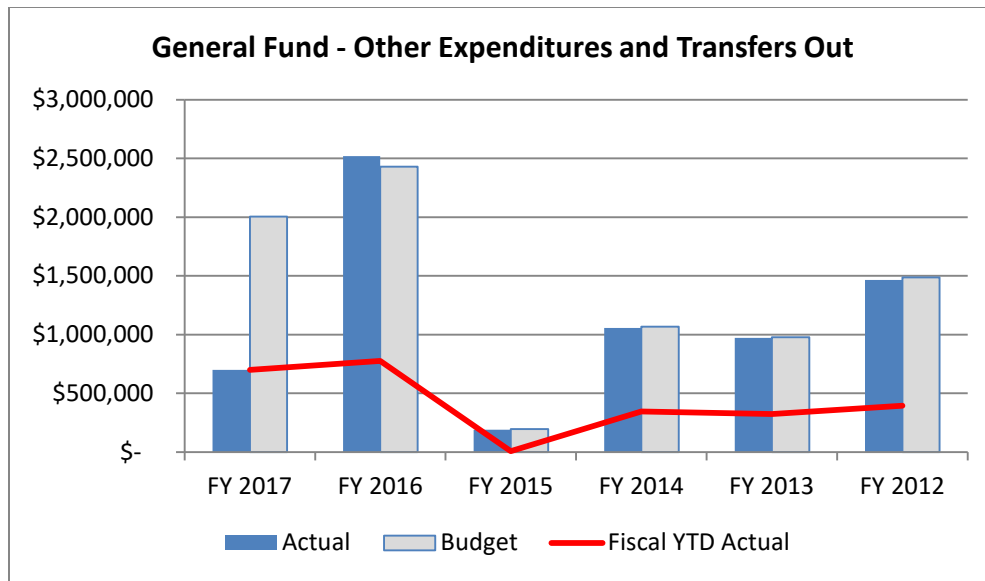


Some of the larger variances contributing to this category being below the allocated budget include:

- All Departments - Fuel expenditures of \$35,310 for the four months ended January 2017 represent a 15% increase over comparable prior year period, however, it is not as large as the 46% budgeted increase in fuel costs for FY 2017 over FY 2016 actual fuel expenditures of \$94,001.
- Information Technology – Hardware and Software supplies were \$3,213 for the four months ended January 2017 as compared to the prior five-year average of \$21,176. FY 2017 expenditures were lower due to an evaluation of technology needs while in transition with the Information Technology Director vacancy. This process will continue through the second quarter.
- Library – Expenditures for Library supplies, mainly books, were \$12,120 for the four months ended January 2017 as compared to the prior five-year average of \$15,248.
- All Departments - The January electricity invoice was not paid until February resulting in just three electricity payments in the four months ended January 2017 versus four payments in each of the years included in the allocated budget. The amount of the January invoice, which was paid in February, allocated to the General Fund was \$27,807.

#### Other Expenditures and Transfers Out

The “other expenditures and transfers out” category is mainly the monthly transfers from the General Fund to (1) the Capital Improvement Fund and (2) the Vehicle and Equipment Replacement Fund. Other expenditures and transfers out in the four months ended January 2017 of \$699,403 are over the allocated budget by \$104,247, or 18%. Total budgeted transfers out of the General Fund are \$2,057,000, or \$171,417/month. The year-to-date expenditures are \$13,735 higher than the transfer amount because of banking fees.

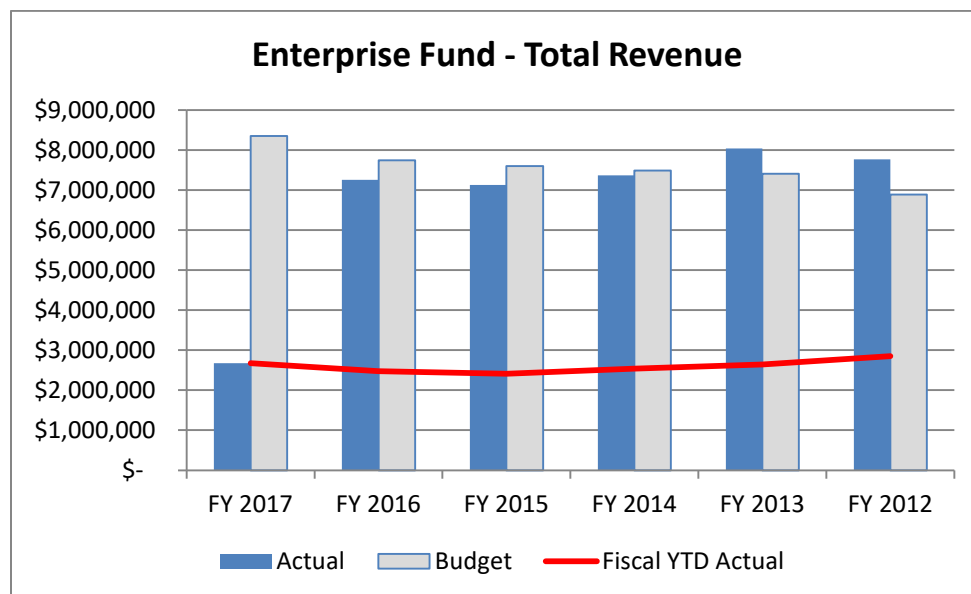


## ENTERPRISE FUND

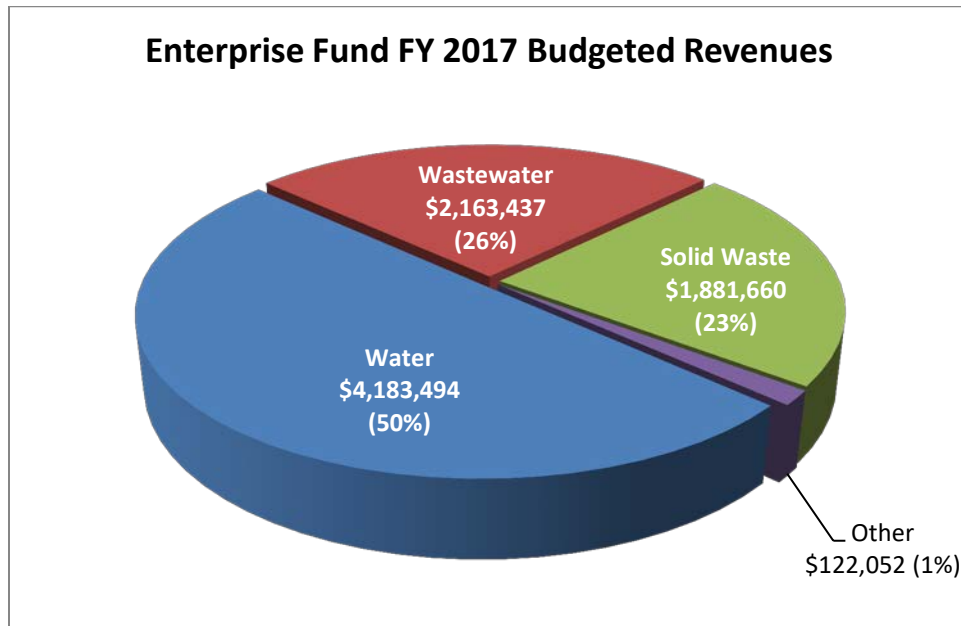
### Enterprise Fund Revenues:

FY 2017 Budget	YTD Allocated Budget	YTD Actual 01/31/2017	Over/(Under) Allocated Budget
\$8,350,643	\$2,868,634	\$2,674,680	(\$193,954)

For the four months ended January 2017, the Enterprise Fund collected 32% of its total budgeted revenues and is under its allocated budget by \$193,954, or 7%. The largest variance contributing to the divergence from the allocated budget is water revenue, which is \$141,480 below the allocated budget.

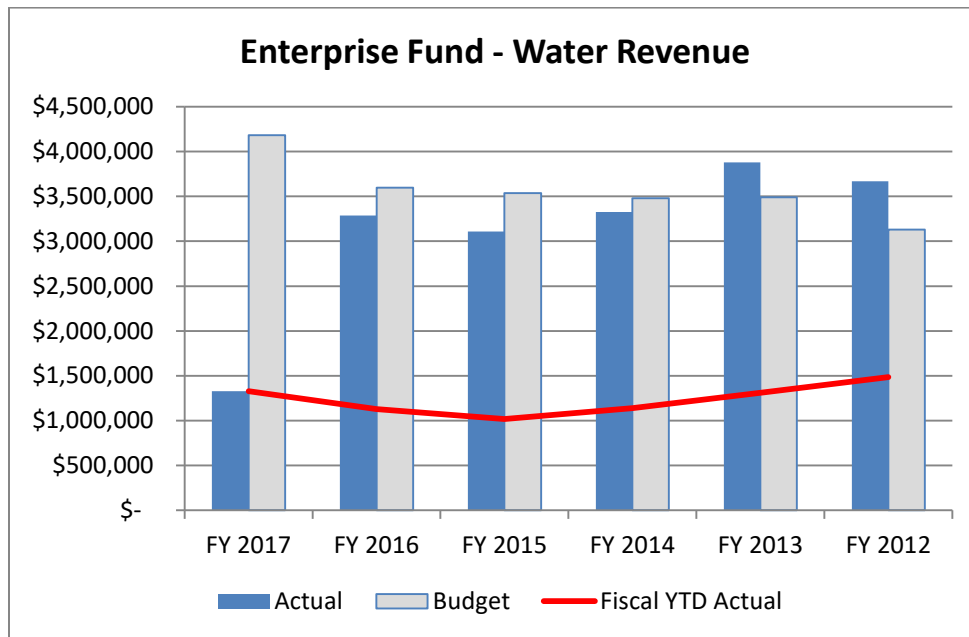


Sales of water makes up the largest category of revenues in the Enterprise Fund at 50% of all FY 2017 budgeted revenues, followed by charges for wastewater at 26%, and charges for solid waste at 23%.



### Water Revenue

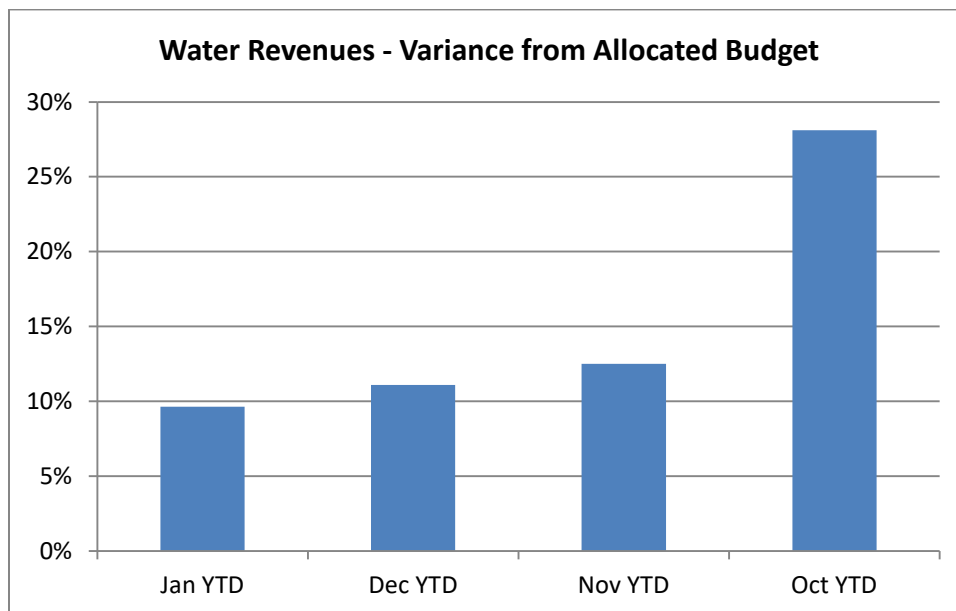
Water revenues of \$1,327,782 are below the allocated budget by \$141,480, or 10%.



Changes in water revenues directly correlate to changes in water consumption; however, there is also a rate increase implemented effective October 1st. The allocated budget uses the prior five years' monthly revenues to allocate the current year budget. In each of the prior five years,

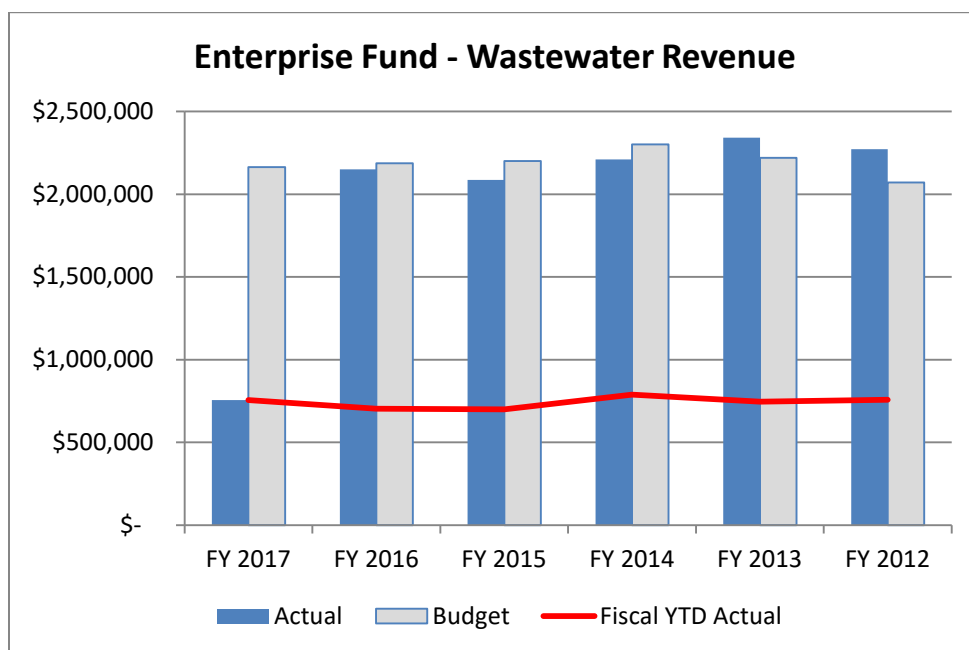


water rates remained constant; however, for the current fiscal year water rates were increased effective October 1st. The revenue actually collected in October relates to September usage and was billed under the old rate structure; therefore, only water revenues collected from November 2016 through September 2017 will be at the new water rates. While still under the allocated budget for the four months ended January 2017, water revenues are trending closer to allocated budget each month.



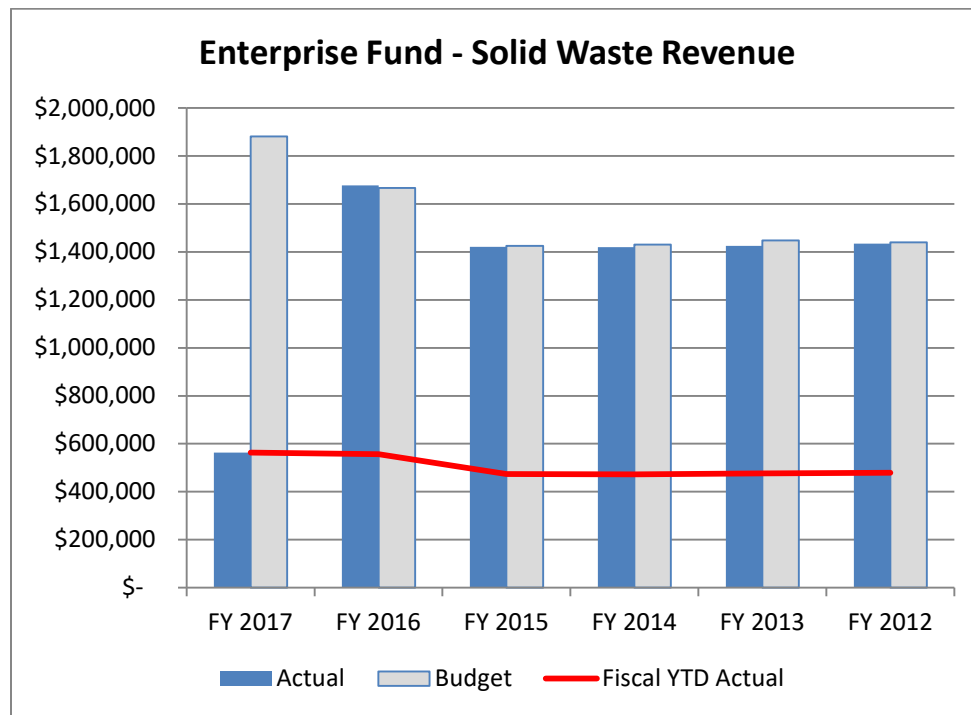
### Wastewater Revenue

Wastewater revenues of \$755,280 are over the allocated budget by \$31,851, or 4%.



## Solid Waste

Solid Waste revenues of \$562,885 are below the allocated budget by \$64,455, or 10%.

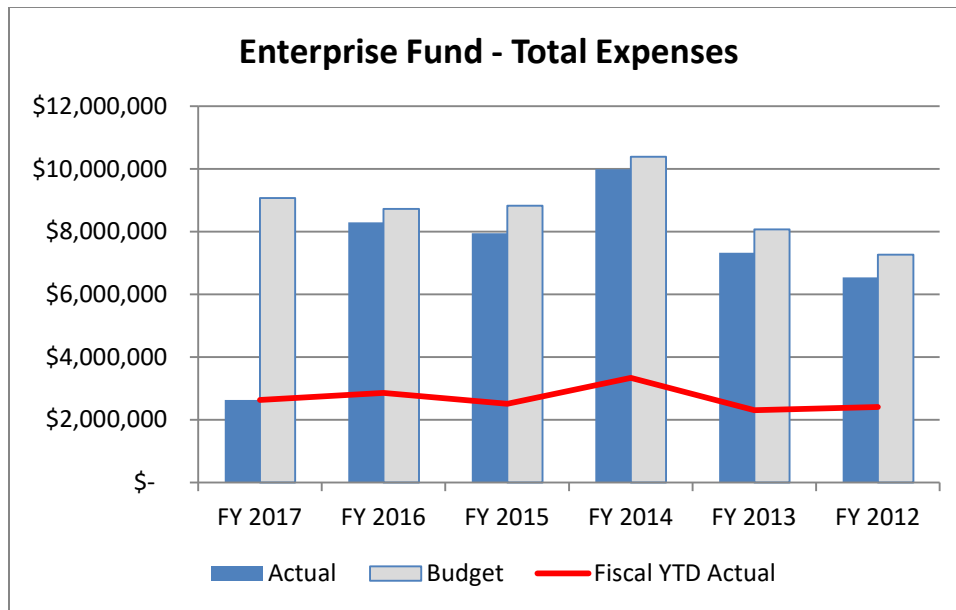


As reported in the first quarter report, there was a budget error that caused the solid waste revenue amount to be inflated.

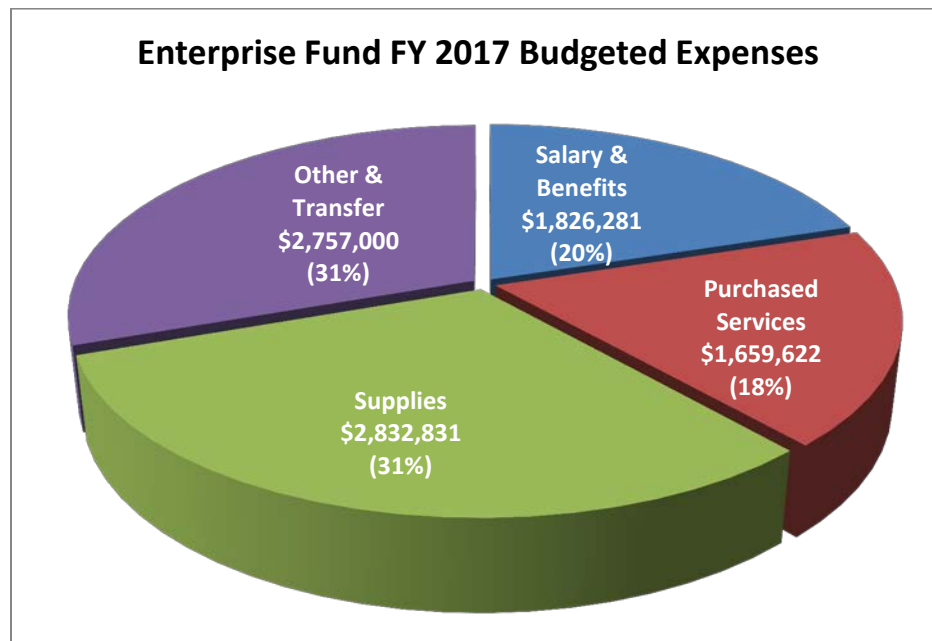
### **Enterprise Fund Expenses:**

FY 2017 Budget	YTD Allocated Budget	YTD Actual 01/31/2017	Over/(Under) Allocated Budget
\$9,075,734	\$3,071,146	\$2,637,868	(\$433,278)

For the four months ended January 2017, the Enterprise Fund incurred 29% of its total budgeted expenses and is under its allocated budget by \$433,278, or 14%. The variance from allocated budget is due mainly to "Supplies".

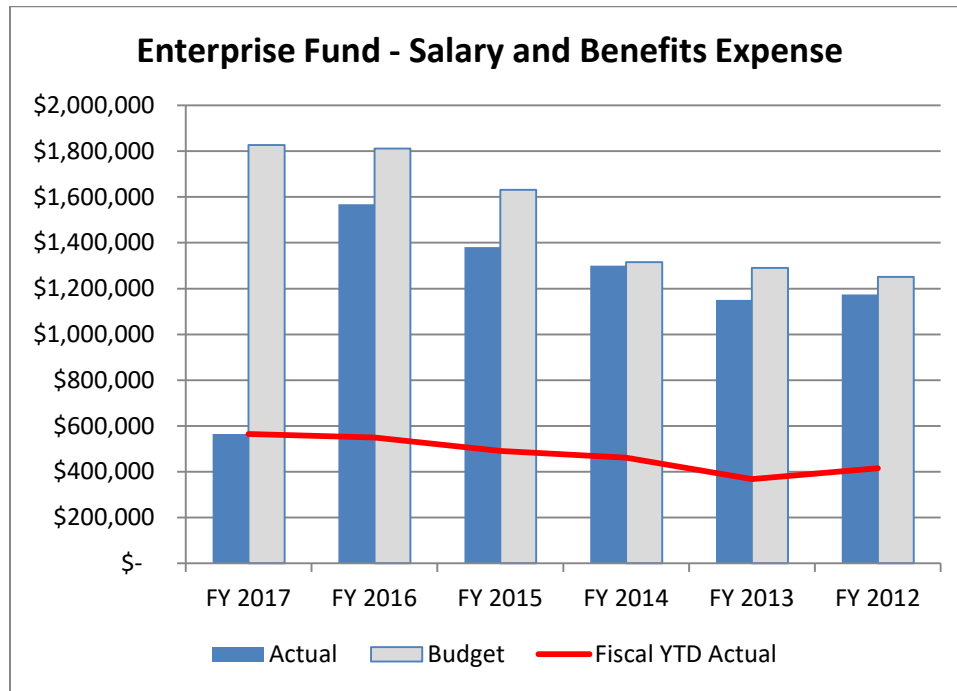


Supplies (which includes water purchased from the City of Houston) makes up the largest category of expenses in the Enterprise Fund at 31.2% of all FY 2017 budgeted expenses, followed by “other and transfers” at 30.4%. Other and transfers includes \$11,000 of budgeted operational expenses and \$2,746,000 of transfers out, including (1) \$624,000 to the General Fund to reimburse overhead expenses, (2) \$950,000 to the Debt Service Fund, (3) \$522,000 to the Vehicle and Equipment Replacement Fund, and (4) \$650,000 to the Capital Improvement Fund.



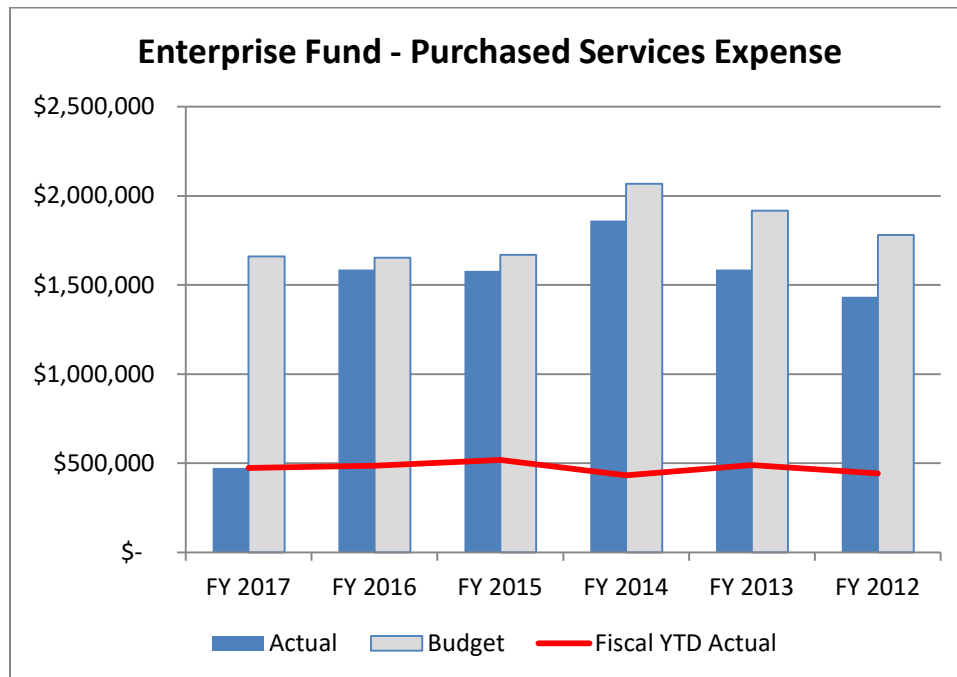
### Salary and Benefits

Salary and benefits of \$564,781 are under the allocated budget by \$70,338, or 11%, due to vacancies.



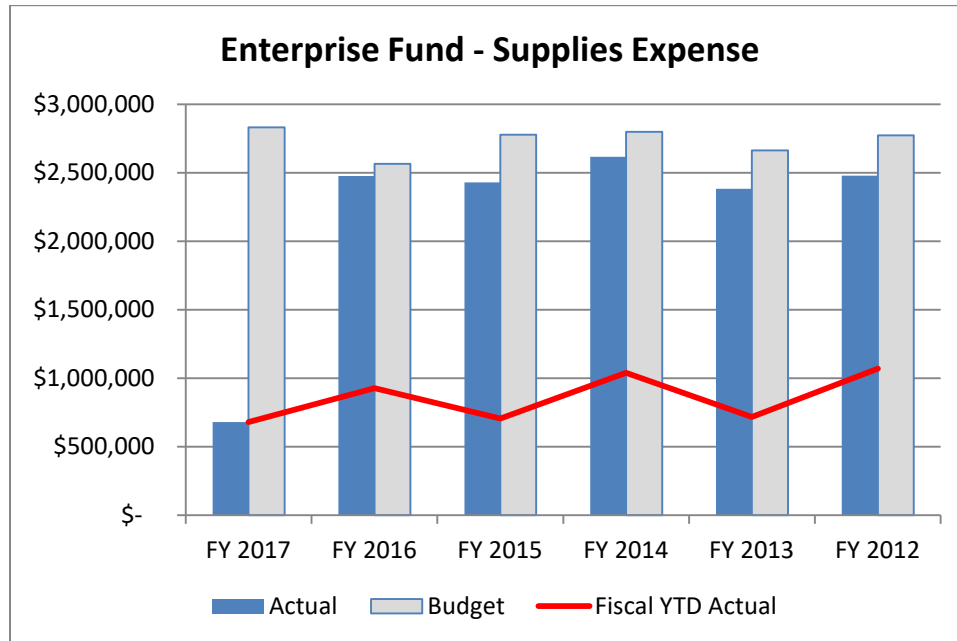
### Purchased Services

Purchased services of \$473,699 are under the allocated budget by \$15,529, or 3%.



### Supplies

Supplies of \$679,968 are under the allocated budget by \$340,781, or 33%.



The supplies category includes ground water credits. Ground water credits are usually purchased once a year, but the purchase date varies from year to year. Twice in the five-year history included in the allocated budget there was a ground water credit purchase in the first four months of the fiscal year. In each of November 2013 and December 2015, the City purchased \$170,770 of ground water credits, which increased the allocated budget for the period; however, there were no ground water credit purchases in the first four months of FY 2017. Ground water credits are expected to be purchased in March 2017.

The City budgeted a 14% increase in FY 2017 water purchases from the City of Houston, as compared to FY 2016 actual expense of \$1,610,888. While the rate per 1,000 gallons has so far increased 1.4%, from \$2.842 to \$2.882, the number of gallons used has decreased and the minimum monthly gallons billed decreased from 45 million to 42 million. This resulted in Houston billing Bellaire for 10.8 million fewer gallons in FY 2017 than in the comparable period in FY 2016. The water purchases expense of \$497,634 for the four months ended January 2017 is \$111,984 less than the average of the prior five years of \$609,618 for the comparable period.

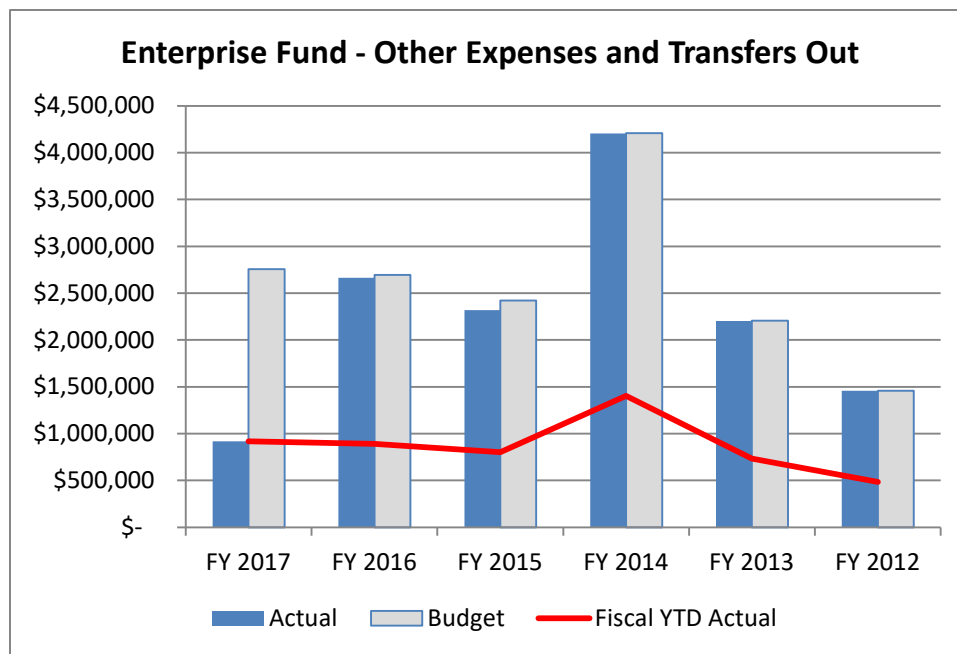
The City budgeted a 48% increase in Enterprise Fund fuel costs for FY 2017 as compared to FY 2016 actual fuel expense of \$66,527, however fuel expense of \$20,266 for the four months ended January 2017 represents an 8% decrease compared to last year.

The January electricity invoice was not paid until February resulting in just three electricity payments in the four months ended January 2017 versus four payments in each of the years included in the allocated budget. The amount of the January invoice, which was paid in February, allocated to the Enterprise Fund was \$34,057.

The budget for garbage bags increased by \$15,000, from \$85,000 to \$100,000; however, there were no garbage bag purchases in the four months ended January 2017. The average garbage bag expense for the five years included in the allocated budget is \$12,532. The bid opening for the new garbage bag contract was March 1, 2017.

#### Other Expenses and Transfers Out

The “other expenses and transfers out” category is mainly the monthly transfers from the Enterprise Fund to (1) the General Fund, (2) the Debt Service Fund, (3) The Vehicle and Equipment Replacement Fund, and (4) the Capital Improvement Fund. Other expenses and transfers out in the four months ended January 2017 of \$919,420 are under the allocated budget by \$6,631, or 1%. Total budgeted transfers out of the Enterprise Fund are \$2,746,000, or \$228,833/month. The year-to-date expenses are \$4,087 higher than the transfer amount because of banking fees, which are budgeted at \$11,000, and are relatively immaterial to the category total.



#### Rainfall

Rainfall (Inches)	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013
Cumulative thru January	17.15	23.23	18.69	15.74	10.36
Annual		70.95	70.83	59.05	30.06

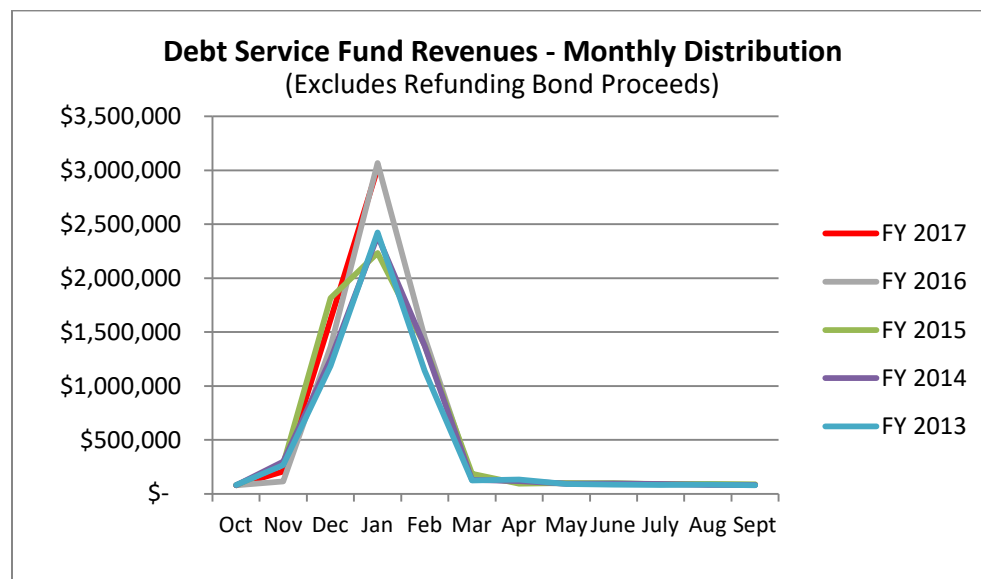
## DEBT SERVICE FUND

### Debt Service Fund Revenues:

FY 2017 Budget	YTD Actual 01/31/2017	Over/(Under) Budget
\$7,310,967	\$14,877,700	\$7,566,733

In addition to the normal recurring revenues discussed below, the City records the proceeds of any refunding bond issuances as revenues in the Debt Service Fund. Bond proceeds from the issuance of refunding bonds were not included in the FY 2017 budget, and are not reflected in the \$7.3 million budgeted revenue amount in the above table. However, the YTD actual revenues of \$14.9 million in the above table do include approximately \$10 million of refunding bond proceeds.

Normal recurring Debt Service Fund revenues are comprised primarily of property taxes (87% of budgeted revenues). The other significant source of recurring revenue is the annual \$950,000 transfer in from the Enterprise Fund (13% of budgeted revenues), which is recorded in monthly installments of \$79,167. There is also a small amount of investment earnings budgeted (\$5,000 – less than 1% of budgeted revenues). For the four months ended January 2017, normal recurring revenues from property taxes, Enterprise Fund transfers, and investment earnings totaled \$4.9 million, which is \$2.4 million under budget, or 33%.



### Property Tax

As noted earlier, property taxes are primarily collected in the months of December through February due to the January 31st property tax due date. The Debt Service Fund collected \$4,604,392 of property tax in the four months ended January 2017, or 72% of FY 2017 budgeted property tax.



### Transfers From Enterprise Fund

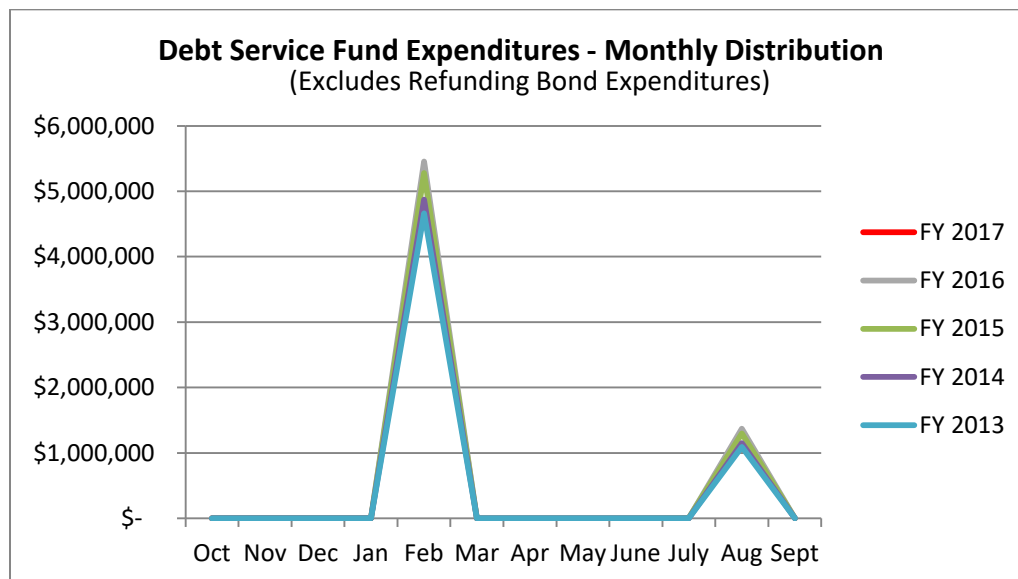
Transfers from the Enterprise Fund in the amount of \$316,667 for the four months ended January 2017 are equal to 4/12 of the total FY 2017 budgeted transfer.

### **Debt Service Fund Expenditures:**

FY 2017 Budget	YTD Actual 01/31/2017	Over/(Under) Budget
\$7,310,967	\$9,947,847	\$2,636,880

In addition to the normal recurring expenditures discussed below, the City records payments associated with issuing refunding bonds as expenditures in the Debt Service Fund. Expenditures associated with the issuance of refunding bonds were not included in the FY 2017 budget, and are not reflected in the \$7.3 million budgeted expenditures amount in the above table. However, the YTD actual expenditures of \$9.947 million in the above table do include approximately \$9.942 million of refunding bond expenditures.

Normal recurring Debt Service Fund expenditures are primarily scheduled principal and interest payments (99.8% of FY 2017 budgeted expenditures). There are also some minor related fees such as fiscal agent fees. In February, there are annual principal payments and semi-annual interest payments due on the City's outstanding bonds, and in August there are semi-annual interest payments due. Expenditures are concentrated in February and August in accordance with the debt payment schedules.



According to schedule, there were no principal or interest payments made in the four months ended January 2017. Normal recurring expenditures during the period totaled just \$5,613 in fiscal agent fees and arbitrage consultant fees.

City of Bellaire  
General Fund  
Revenues and Expenditures (Unaudited)  
YTD as of January 2017

	January			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Property Taxes	\$ 12,331,714	\$ 5,664,558	46%	\$ 9,135,693	\$ 8,883,365	\$ (252,328)	72%
Franchise Taxes	1,410,000	61,713	4%	434,962	459,024	24,062	33%
Sales Taxes	2,545,300	207,796	8%	826,183	722,942	(103,241)	28%
Permits, Fees, Licenses	1,261,550	76,786	6%	429,461	278,970	(150,491)	22%
PARD Charges and Fees	903,900	39,964	4%	116,922	143,472	26,550	16%
Public Safety	385,382	23,840	6%	116,107	125,044	8,937	32%
Fines	765,000	69,593	9%	236,723	228,081	(8,642)	30%
All Other	703,600	60,822	9%	226,037	230,607	4,570	33%
<b>Total Revenues</b>	<b>20,306,446</b>	<b>6,205,074</b>	<b>31%</b>	<b>11,522,088</b>	<b>11,071,507</b>	<b>(450,581)</b>	<b>55%</b>
<b>Expenditures</b>							
Salary & Benefits	14,203,605	983,840	7%	4,751,864	4,681,512	(70,352)	33%
Purchased Services	4,048,439	292,735	7%	1,479,579	1,208,092	(271,488)	30%
Supplies	1,268,631	57,307	5%	389,842	268,942	(120,900)	21%
Other/Transfers	2,003,075	179,531	9%	595,156	699,403	104,247	35%
<b>Total Expenditures</b>	<b>21,523,750</b>	<b>1,513,412</b>	<b>7%</b>	<b>7,216,441</b>	<b>6,857,949</b>	<b>(358,492)</b>	<b>32%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (1,217,304)</b>	<b>\$ 4,691,662</b>		<b>\$ 4,305,647</b>	<b>\$ 4,213,558</b>	<b>\$ (92,089)</b>	
Unaudited Fund Balance 9/30/16	\$ 4,901,083						
FY 2017 Revenue Budget	20,306,446						
FY 2017 Expenditure Budget	21,523,750						
Projected Ending Fund Balance	<u>\$ 3,683,779</u>						
60 Day Reserve Requirement	\$ 3,244,458						
(Includes only operating budget)							

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire  
Enterprise Fund  
Revenues and Expenses (Unaudited)  
YTD as of January 2017**

	January			Year to Date			
	FY 2017 Budget	Actual	% of Budget	Allocated Budget	Actual	Over/(Under) Allocation	% of Budget
<b>Revenues</b>							
Water	\$ 4,183,494	\$ 255,020	6%	\$ 1,469,263	\$ 1,327,782	\$ (141,480)	32%
Wastewater	2,163,437	187,274	9%	723,429	755,280	31,851	35%
Solid Waste	1,881,660	140,927	7%	627,340	562,885	(64,455)	30%
All Other	122,052	6,075	5%	48,602	28,732	(19,870)	24%
<b>Total Revenues</b>	<b>8,350,643</b>	<b>589,296</b>	<b>7%</b>	<b>2,868,634</b>	<b>2,674,680</b>	<b>(193,954)</b>	<b>32%</b>
<b>Expenses</b>							
Salary & Benefits	1,826,281	115,720	6%	635,119	564,781	(70,338)	31%
Purchased Services	1,659,622	157,502	9%	489,228	473,699	(15,529)	29%
Supplies	2,832,831	142,743	5%	1,020,749	679,968	(340,781)	24%
Other Expenses and Transfers	2,757,000	230,072	8%	926,050	919,420	(6,631)	33%
<b>Total Expenses</b>	<b>9,075,734</b>	<b>646,037</b>	<b>7%</b>	<b>3,071,146</b>	<b>2,637,868</b>	<b>(433,278)</b>	<b>29%</b>
<b>Net Revenues/(Expenses)</b>	<b>\$ (725,091)</b>	<b>\$ (56,741)</b>		<b>\$ (202,513)</b>	<b>\$ 36,812</b>	<b>\$ 239,324</b>	

Unaudited Working Capital 9/30/16	\$ 1,509,175
FY 2017 Revenue Budget	8,350,643
FY 2017 Expense Budget	9,075,734
Projected Ending Working Capital	<u>\$ 784,084</u>

30 Day Fund Balance \$ 579,478  
(Includes only operating budget)

Working Capital (current assets minus current liabilities)

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Debt Service Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of January 2017**

	YTD			
	FY 2017 Budget	Unaudited Actual	Over/(Under) Budget	% of Budget
<b>Revenues</b>				
Property Taxes	\$ 6,355,967	\$ 4,604,392	\$ (1,751,575)	72%
Investment Earnings	5,000	1,028	(3,972)	21%
Operating Transfer In	950,000	316,667	(633,333)	33%
Bond Premium	-	265,613	265,613	n/a
Debt Proceeds	-	9,690,000	9,690,000	n/a
<b>Total Revenues</b>	<b>7,310,967</b>	<b>14,877,700</b>	<b>7,566,733</b>	<b>203%</b>
<b>Expenditures</b>				
Principal Payment	4,340,000	-	(4,340,000)	0%
Interest Payment	2,959,567	-	(2,959,567)	0%
Bond Refunding Expense	-	9,764,218	9,764,218	n/a
Other Debt Expense	11,400	183,630	172,230	1611%
<b>Total Expenditures</b>	<b>7,310,967</b>	<b>9,947,847</b>	<b>2,636,880</b>	<b>136%</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 4,929,852</b>	<b>\$ 4,929,852</b>	
Unaudited Fund Balance 9/30/16	\$ 489,975			
FY 2017 Revenue Budget	7,310,967			
FY 2017 Expenditure Budget	7,310,967			
Projected Ending Fund Balance	<u>\$ 489,975</u>			

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Vehicle and Equipment Replacement Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of January 2017**

	<b>FY 2017 Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>					
Transfers - General	\$ 1,007,000	\$ 83,917	\$ 335,667	n/a	\$ 671,333
Transfers - Enterprise	522,000	43,500	174,000	n/a	348,000
Proceeds from Capital Lease	787,667	-	-	n/a	787,667
<b>Total Revenues</b>	<b>2,316,667</b>	<b>127,417</b>	<b>509,667</b>	<b>n/a</b>	<b>1,807,000</b>
<b>Expenditures</b>					
Development Services	25,000	-	-	-	25,000
Fire	865,272	-	-	695,174	170,098
Police	310,000	-	-	242,154	67,846
Parks & Recreation	55,000	-	-	-	55,000
Public Works	210,000	-	-	-	210,000
Enterprise Public Works	435,000	-	-	-	435,000
<b>Total Expenditures</b>	<b>1,900,272</b>	<b>-</b>	<b>-</b>	<b>937,328</b>	<b>962,944</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ 416,395</b>	<b>\$ 127,417</b>	<b>\$ 509,667</b>	<b>n/a</b>	<b>\$ 844,056</b>
Unaudited Fund Balance 9/30/16	\$ 952,703				
FY 2017 Revenue Budget	2,316,667				
FY 2017 Expenditure Budget	1,900,272				
Projected Ending Fund Balance	<u>\$ 1,369,098</u>				

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**City of Bellaire**  
**Capital Improvements Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of January 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>Budget Adjustments</b>	<b>FY 2017 Revised Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>								
General Fund Transfer	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000	\$ 87,500	\$ 350,000	n/a	\$ 700,000
Enterprise Fund Transfer	650,000	-	-	650,000	54,167	216,667	n/a	433,333
Evelyn's Park	-	-	80,990	80,990	-	74,029	n/a	6,961
<b>Total Revenues</b>	<b>1,700,000</b>	<b>-</b>	<b>80,990</b>	<b>1,780,990</b>	<b>141,667</b>	<b>640,696</b>	<b>n/a</b>	<b>1,140,294</b>
<b>Projects</b>								
FY 2014 City Wide Beautification	-	229,643	-	229,643	2,336	44,844	-	184,799
FY 2014 Street & Drainage Reconstruction - Phase 5B (a)	-	1,000,919	-	1,000,919	21,005	63,966	931,499	5,454
FY 2015 Evelyn's Park	-	968,245	80,990	1,049,235	871,291	871,291	134,074	43,870
FY 2015 Memorial Day Flood	-	-	-	-	-	2,512	1,406	(3,918)
FY 2016 Pavement Mgt Program	800,000	828,044	-	1,628,044	29,156	44,156	13,928	1,569,960
FY 2016 Playground/Shade/Amenities	100,000	-	-	100,000	13,587	13,587	83,233	3,180
FY 2016 ROW	-	50,000	-	50,000	12,438	37,313	12,438	250
FY 2016 Storm Water Drainage	-	900	-	900	-	900	-	-
FY 2017 BFAC Pool Area Improvements	150,000	-	-	150,000	-	-	-	150,000
FY 2017 Park Master Signage	50,000	-	-	50,000	-	-	-	50,000
FY 2017 Community Pathways Master Plan	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Decorative Standard for Major Streets	75,000	-	-	75,000	-	-	-	75,000
FY 2017 Flood Plain Hazard Mitigation Plan	50,000	-	-	50,000	-	-	-	50,000
<b>Total General Projects</b>	<b>1,300,000</b>	<b>3,077,751</b>	<b>80,990</b>	<b>4,458,741</b>	<b>949,813</b>	<b>1,078,569</b>	<b>1,176,577</b>	<b>2,203,595</b>
FY 2015 City Wide SCADA System	150,000	202,500	-	352,500	-	-	37,500	315,000
FY 2015 Water/Sanitary Sewer Program	-	82,827	-	82,827	1,071	1,071	-	81,756
FY 2016 Rehab Renwick Ground Storage	400,000	55,000	-	455,000	-	-	43,265	411,735
FY 2016 WW System Upgrades	50,000	150,473	-	200,473	4,850	6,898	16,450	177,125
FY 2017 Water System Upgrades	50,000	-	-	50,000	-	-	-	50,000
<b>Total Enterprise Projects</b>	<b>650,000</b>	<b>490,800</b>	<b>-</b>	<b>1,140,800</b>	<b>5,921</b>	<b>7,969</b>	<b>97,215</b>	<b>1,035,616</b>
<b>Total Expenditures/Encumbrances</b>	<b>1,950,000</b>	<b>3,568,551</b>	<b>80,990</b>	<b>5,599,541</b>	<b>955,734</b>	<b>1,086,538</b>	<b>1,273,792</b>	<b>3,239,211</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (250,000)</b>	<b>\$ (3,568,551)</b>	<b>\$ -</b>	<b>\$ (3,818,551)</b>	<b>\$ (814,067)</b>	<b>\$ (445,842)</b>	<b>n/a</b>	<b>\$ (2,098,917)</b>

(a) Pay as you Go portion of Bonds in Fund 620

Unaudited Fund Balance 9/30/16	\$ 5,600,527
FY 2017 Revenue Budget	1,700,000
FY 2017 Expenditure Budget	5,599,541
Projected Ending Fund Balance	<u>\$ 1,700,986</u>

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**City of Bellaire**  
**Capital Bond Fund**  
**Revenues and Expenditures (Unaudited)**  
**YTD as of January 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Interest	\$ -	\$ -	\$ -	\$ 3,442	\$ 12,230	n/a	\$ (12,230)
Bond Proceeds	31,050,000	-	31,050,000	-	-	n/a	31,050,000
<b>Total Revenues</b>	<b>31,050,000</b>	<b>-</b>	<b>31,050,000</b>	<b>3,442</b>	<b>12,230</b>	<b>n/a</b>	<b>31,037,770</b>
<b>Non-Project Expenditures</b>							
Bond Issuance Costs	-	-	-	9,500	19,000	-	(19,000)
<b>Total Non-Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,500</b>	<b>19,000</b>	<b>-</b>	<b>(19,000)</b>
<b>Projects</b>							
FY 2012 Drainage Phase 5	-	708,338	708,338	-	-	714,869	(6,531)
FY 2015 Drainage Phase 5B	-	5,022,808	5,022,808	-	1,128,284	3,894,524	0
FY 2013 New City Hall/Police/Municipal Court	18,160,000	431,922	18,591,922	53,339	88,717	320,230	18,182,975
FY 2015 Evelyn's Park	-	846,306	846,306	200,472	851,212	275	(5,181)
FY 2015 Nature Discovery Center	-	315,278	315,278	80,885	192,364	122,914	0
FY 2017 Streets and Drainage	7,000,000	-	7,000,000	-	-	-	7,000,000
FY 2017 Sidewalks	2,000,000	-	2,000,000	-	-	-	2,000,000
FY 2017 Water Line Improvements	3,500,000	-	3,500,000	-	-	-	3,500,000
FY 2017 Wastewater Line Improvements	150,000	-	150,000	-	-	-	150,000
FY 2017 Water Meter Install & WWT Plant Improv	12,800,000	-	12,800,000	-	-	-	12,800,000
<b>Total Project Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>334,696</b>	<b>2,260,577</b>	<b>5,052,811</b>	<b>43,621,264</b>
<b>Total Expenditures</b>	<b>43,610,000</b>	<b>7,324,652</b>	<b>50,934,652</b>	<b>344,196</b>	<b>2,279,577</b>	<b>5,052,811</b>	<b>43,602,264</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (12,560,000)</b>	<b>\$ (7,324,652)</b>	<b>\$ (19,884,652)</b>	<b>\$ (340,755)</b>	<b>\$ (2,267,348)</b>	<b>n/a</b>	<b>\$ (12,564,493)</b>

Unaudited Fund Balance 9/30/16	\$ 6,996,187
FY 2017 Revenue Budget	31,050,000
FY 2017 Expenditure Budget	50,934,652
Projected Ending Fund Balance	<u>\$ (12,888,465)</u>

Note to ending balance RBB funds from General CIP will be used to reconcile negative balance.

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**City of Bellaire  
Metro Fund  
Revenues and Expenditures (unaudited)  
YTD as of January 2017**

	<b>FY 2017 Adopted Budget</b>	<b>Budget Carry-over</b>	<b>FY 2017 Revised Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>Encumbrance</b>	<b>Budget Balance</b>
<b>Revenues</b>							
Metro Sales Tax	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 101,694	\$ 356,934	n/a	\$ 843,066
Interest	-	-	-	1,177	3,636	n/a	(3,636)
<b>Total Revenues</b>	<b>1,200,000</b>	<b>-</b>	<b>1,200,000</b>	<b>102,871</b>	<b>360,570</b>	<b>n/a</b>	<b>839,430</b>
<b>Projects</b>							
FY 2014 City Wide Trip Hazard	-	177,108	177,108	-	-	177,108	0
FY 2014 Sidewalk Projects	-	185,283	185,283	-	-	-	185,283
FY 2015 Street Pavement Mgt Program	1,200,000	1,485,172	2,685,172	219,194	241,579	1,476,263	967,331
FY 2015 Street Striping Program	-	15,953	15,953	-	-	-	15,953
<b>Total Expenditures</b>	<b>1,200,000</b>	<b>1,863,516</b>	<b>3,063,516</b>	<b>219,194</b>	<b>241,579</b>	<b>1,653,370</b>	<b>1,168,567</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (1,863,516)</b>	<b>\$ (1,863,516)</b>	<b>\$ (116,324)</b>	<b>\$ 118,991</b>	<b>n/a</b>	<b>\$ (329,137)</b>
Unaudited Fund Balance 9/30/16	\$ 2,253,395						
FY 2017 Revenue Budget	1,200,000						
FY 2017 Expenditure Budget	3,063,516						
Projected Ending Fund Balance	<u>\$ 389,879</u>						

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**CITY OF BELLAIRE  
CURRENT PROPERTY TAX COLLECTIONS  
FY 2014 - FY 2017**

<u>Month</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	652,841	585,025	131,234	272,719
Dec	3,255,591	4,865,374	3,881,188	2,965,928
Jan	6,438,379	6,075,640	8,702,108	5,656,798
Feb	3,605,747	3,634,938	4,005,865	
Mar	137,922	296,537	206,525	
Apr	102,078	63,640	90,455	
May	45,507	55,636	49,017	
Jun	41,695	53,382	57,865	
Jul	2,853	4,673	14,076	
Aug	-	-	-	-
Sep	-	-		
YTD Collections				\$ 8,895,445
% of Budget				47.89%
% of Total Levy				47.82%
FY 2017 Budget - Total Tax Revenue				\$ 18,573,641
2016 Tax Year Taxable Value - Certified Appraisal Roll*				\$ 4,546,701,928
2016 Tax Year - Under Protest or not Certified*				255,408,384
Total				<u>4,802,110,312</u>
Total Levy at \$0.3874 / \$100 =				<u>\$ 18,603,375</u>

**Ten Largest Taxpayers in City of Bellaire (Tax Year 2016) \***

		<u>Taxable Value</u>
Chevron Chemical Company	Oil & Gas	81,889,532
KBS SOR 6565 6575 West Loop	Land/Improvements	39,173,621
Pin Oak North Parcres LL LLC	Land/Improvements	38,140,622
BRI 1833 6330 LLC	Land/Improvements	37,836,000
Centerpoint Energy Inc.	Electric Utility	31,186,932
SBC Communications	Utility	28,497,360
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,000,000
CHP Houston TX Hospital Land	Hospital	24,441,321
Pin Oak South Parcel LL LLC	Land/Improvements	19,781,055
Pin Oak North Parcres LL LLC	Land/Improvements	13,745,000
		<u>\$ 341,691,443</u>
Tax Levy @ \$0.3874/100		<u>\$ 1,323,713</u>
% of Total Levy		7.12%

\* Source: Municipal Advisory Council of Texas

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**CITY OF BELLAIRE  
HOUSING INFORMATION  
FY 2017**

**January**

**Houses, Townhomes & Vacant Lots for Sale \***

<u>Price Range</u>	
\$ 0 - \$ 250,000	1
\$ 250,001 - \$ 500,000	43
\$ 500,001 - \$ 750,000	32
\$ 750,001 - \$ 1,000,000	20
> \$ 1,000,000	72
<b>Total Units For Sale *</b>	<b>168</b>

**Total HCAD Residential Units/Lots \*\*** 6,199

**For Sale as a % of Total Units** 2.71%

**Highest Listing Price - Home** \$ 2,788,000

**Lowest Listing Price - TH/Lot** \$ 249,900

**Houses for Lease \*** 55

**Highest Lease/Month** \$ 6,950

**Lowest Lease/Month** \$ 1,200

**Foreclosure History as of end of Quarter Reported by RealtyTrac**

	<u>Auction</u>	<u>Bank Owned</u>
At Quarter End 12-31-14	3	2
At Quarter End 03-31-15	4	2
At Quarter End 06-30-15	3	2
At Quarter End 09-30-15	2	2
At Quarter End 12-31-15	3	2
At Quarter End 03-31-16	2	2
At Quarter End 06-30-16	-	2
At Quarter End 09-30-16		2
At Quarter End 12-31-16	2	3

**New Residential Construction**

<u>Fiscal Year</u>	<u>New Units</u>	<u>Dollar Value</u>	
		<u>Construction</u>	<u>Avg/Unit</u>
2007	169	85,632,703	506,702
2008	132	75,405,507	571,254
2009	49	26,026,889	531,161
2010	***	64	34,682,458
2011	56	30,064,905	536,873
2012	***	93	54,914,376
2013	***	113	65,491,037
2014	125	78,420,596	627,365
2015	98	52,190,001	532,551
2016	73	44,585,564	610,761
2017	19	9,616,635	506,139

**Average Appraised Value (Tax Year 2016)** \$ 843,265

\* Source: realtor.com does not include for sale or lease by owner

\*\* Based on information provided by the Harris County Tax Assessor-Collector and the Harris County Appraisal District includes estimated values

\*\*\* Numbers revised based on system correction

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE**  
**SUMMARY OF SALES & MIXED BEVERAGE TAX**  
**FY 2015 - FY 2017**

<u>Payment</u>				
<u>Month</u>	<u>Period</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
<b><u>Sales Tax</u></b>				
Oct	Aug	\$ 168,534	\$ 153,643	\$ 153,452
Nov	Sep	204,637	236,498	179,528
Dec	Oct	187,620	196,711	177,498
Jan	Nov	168,955	253,578	203,388
Feb	Dec	289,944	253,419	
Mar	Jan	175,468	176,377	
Apr	Feb	168,824	171,712	
May	Mar	201,769	210,865	
Jun	Apr	174,538	172,229	
Jul	May	171,111	186,436	
Aug	Jun	230,014	266,791	
Sep	Jul	209,043	178,264	
<b>Sub-Total</b>		<u>\$ 2,350,457</u>	<u>\$ 2,456,522</u>	<u>\$ 713,867</u>
<b><u>Mixed Beverage</u></b>				
Oct	1st Qtr	5,493	6,012	4,668
Jan	2nd Qtr	6,053	5,238	4,408
Apr	3rd Qtr	5,839	5,570	
Jul	4th Qtr	6,004	5,970	
<b>Sub-Total</b>		<u>23,389</u>	<u>22,790</u>	<u>9,075</u>
<b>Total</b>		<u><u>\$ 2,373,846</u></u>	<u><u>\$ 2,479,312</u></u>	<u><u>\$ 722,942</u></u>

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**CITY OF BELLAIRE  
SUMMARY OF FRANCHISE FEES  
FY2015 - FY 2017**

	<b>Total <u>FY 2015</u></b>	<b>Total <u>FY 2016</u></b>	<b>YTD <u>FY 2017</u></b>
<b>Electric</b>	\$ 823,552	\$ 823,825	\$ 274,827
<b>Gas</b>	123,933	90,735	36,989
<b>Telephone</b>	115,691	114,371	26,424
<b>Cable</b>	<u>328,259</u>	<u>335,611</u>	<u>120,785</u>
<b>Total</b>	<b><u>\$ 1,391,435</u></b>	<b><u>\$ 1,364,542</u></b>	<b><u>\$ 459,024</u></b>

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**CITY OF BELLAIRE  
SUMMARY OF PURCHASE ORDERS  
FY 2017**

	Oct-16		Nov-16		Dec-16		1st Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	320	\$ 3,450,562	265	\$ 900,844	187	\$ 651,711	772	\$ 5,003,118
PO for \$5,000 - \$50,000	37	\$ 556,054	27	\$ 389,891	13	\$ 238,795	77	\$ 1,184,740
% of Total Purchase Orders	11.56%	16.11%	10.19%	43.28%	6.95%	36.64%	9.97%	23.68%
\$ 5,000 - \$ 25,000	33	\$ 406,163	23	\$ 263,797	10	\$ 130,723	66	\$ 800,683
\$ 25,001 - \$ 50,000	4	\$ 149,891	4	\$ 126,093	3	\$ 108,073	11	\$ 384,056
	Jan-17		Feb-17		Mar-17		2nd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	240	\$ 1,866,761	-	\$ -	-	\$ -	240	\$ 1,866,761
PO for \$5,000 - \$50,000	20	\$ 307,803	-	\$ -	-	\$ -	20	\$ 307,803
% of Total Purchase Orders	8.33%	16.49%	0.00%	0.00%	0.00%	0.00%	8.33%	16.49%
\$ 5,000 - \$ 25,000	17	\$ 188,053	-	\$ -	-	\$ -	17	\$ 188,053
\$ 25,001 - \$ 50,000	3	\$ 119,750	-	\$ -	-	\$ -	3	\$ 119,750
	Apr-17		May-17		Jun-17		3rd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	-	\$ -	-	\$ -	-	\$ -	-	\$ -
PO for \$5,000 - \$50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Jul-17		Aug-17		Sep-17		4th Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
Total Purchase Orders	-	\$ -	-	\$ -	-	\$ -	-	\$ -
PO for \$5,000 - \$50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -
\$ 25,001 - \$ 50,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -

\* Purchases include bids, sole source, and cooperative purchasing.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

FEBRUARY 6, 2017

Civic Center

Regular Session

7:00 PM

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

### REGULAR SESSION (ANNUAL STATE OF THE CITY MEETING) - 7:00 P.M.

#### A. Call to Order - Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, called the Regular Session (Annual State of the City Meeting) of the City Council of the City of Bellaire, Texas, to order at 7:01 p.m. on Monday, February 6, 2017. The Regular Session was held in the Civic Center, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

#### B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** announced that a quorum of the members of the City Council of the City of Bellaire, Texas, were present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

#### C. Inspirational Reading and/or Invocation - Andrew S. Friedberg, Mayor.

**Mayor Friedberg** provided the inspirational reading for the evening.

#### D. Pledges of Allegiance:

**Mayor Friedberg** led the members of City Council and audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

#### E. Personal/Audience Comments:

##### Robert Riquelmy:

Mr. Riquelmy addressed City Council regarding the Bellaire Police Department. He praised the Chief of Police for his good manners. He also suggested the need for greater training and evaluation of the police officers.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**James Rowe:**

Mr. Rowe addressed City Council regarding a review of the City's policies and procedures concerning the regulation of new home construction. He indicated that the City had hired an outside firm to look into the matter and advised that he was present to learn the findings from the report. He suggested a future agenda item to discuss the report.

**Lynn McBee:**

Ms. McBee addressed City Council regarding the volunteer boards and commissions. She indicated that the City was indebted to them for their service and suggested greater recognition of all of the members of the boards and commissions.

Ms. McBee expressed concern that two of the City's ongoing boards and one ad hoc commission had been omitted. She noted that the Audit Finance Board, Evelyn's Park Conservancy Board, and Charter Review Commission worked equally as hard and should have been included on the agenda. She also suggested including the group of residents that attended the Bellaire Citizens Academy.

**F. Reports and Presentations:****a. Annual Board and Commission Reports:****i. Boards and Commissions Governed by State Law:**

1. Annual report of the Board of Adjustment of the City of Bellaire, Texas - Presented by James P. Avioli, Sr., Board Chair.

**James P. Avioli, Sr., Chair**, presented the 2016 Annual Report for the Board of Adjustment (the "Board"). The report included an overview of the meetings held by the Board during the year and a brief description of a special exception considered by the Board.

2. Annual report of the Building and Standards Commission of the City of Bellaire, Texas - Presented by Laura Thurmond, Commission Chair.

**Laura Thurmond, Chair**, presented the 2016 Annual Report for the Building and Standards Commission (the "Commission"). The report included an overview of the meetings held by the Commission during the year. Public education on issues pertaining to building codes was also provided by the Commission during the year.

3. Annual report of the Planning and Zoning Commission of the City of Bellaire, Texas - Presented by Winfred Frazier, Commission Chair.

**Dirk Stiggins, Vice Chair**, presented the 2016 Annual Report for the Planning and Zoning Commission (the "Commission"). The report included an overview of the meetings held by the Commission and a brief description of land use regulation matters and code amendments considered during the year.

**ii. Boards and Commissions Governed by City Charter, Ordinance or Resolution:**

1. Annual report of the Cultural Arts Board of the City of Bellaire, Texas - Presented by Terry Leavitt-Chavez, Board Chair.

**Terry Leavitt-Chavez, Chair**, presented the 2016 Annual Report for the Cultural Arts Board (the "Board"). The report included an overview of the meetings held by the Board and a brief description of public art initiatives undertaken by the Board during the year.

2. Annual report of the Environmental and Sustainability Board of the City of Bellaire, Texas - Presented by Jason Wintz, Board Chair.

**Jason Wintz, Chair**, presented the 2016 Annual Report for the Environmental and Sustainability Board (the "Board"). The report included an overview of work performed during the year regarding recycling and solid waste collection. Public education on environmental issues through the publication of the Board's triannual newsletter was also provided during the year.

3. Annual report of the L.I.F.E. Advisory Board of the City of Bellaire, Texas - Presented by Trish Parrack, Board Chair.

**Trish Parrack, Chair**, presented the 2016 Annual Report for the L.I.F.E. Advisory Board (the "Board"). The report included an overview of meetings held during the year to provide guidance to staff with respect to senior programming, such as trips, special activities, and educational seminars.

4. Annual report of the Parks and Recreation Advisory Board of the City of Bellaire, Texas - Presented by Neil Verma, Board Chair.

**Neil Verma, Chair**, presented the 2016 Annual Report for the Parks and Recreation Advisory Board (the "Board"). The report included an overview of work performed by the Board during the year and a brief description of recommendations made related to park amenities, improved interconnectivity to the City's parks, lighting for the Newcastle Trail, and completion of a Master Plan for Evergreen Park.

#### **b. Annual State of the City Address:**

Annual State of the City Address - Presented by Andrew S. Friedberg, Mayor.

**Andrew S. Friedberg, Mayor**, presented the annual State of the City address. The theme of his address was one of stewardship. A brief overview of programs and actions undertaken and continuing through 2017 by the City Council and City Staff was provided and included infrastructure improvements (drainage, water lines, sewer lines, streets, and sidewalks); public safety enhancements; continued beautification of public spaces; information and public engagement opportunities; budgeting; and reporting.

In closing, Mayor Friedberg advised that it was a privilege to present the state of the City. He thanked the volunteer boards and commissions and City Staff for their service.

#### **G. Community Interest Items from the Mayor and Council.**

Community interest items from the Mayor and Council included an expression of thanks to the boards and commissions for their service; an expression of thanks to the Parks, Recreation, and Facilities Department for the recent Daddy-Daughter Dance; an expression of thanks and special recognition of the Bellaire Police Department on their recent Awards Ceremony; special recognition and thanks to the Bellaire service clubs; an

expression of thanks to City Staff; and encouragement to residents to apply for openings on the boards and commissions.

**H. Adjourn.**

**Mayor Friedberg** announced that the Regular Session (Annual State of the City Meeting) of the City Council of the City of Bellaire, Texas, was adjourned at 8:33 p.m. on Monday, February 6, 2017.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



CITY OF  
*Bellaire*

7008 South Rice Avenue • Bellaire, Texas 77401-4495 • (713) 662-8222 • Fax (713) 662-8212

February 6, 2017

Honorable Mayor Friedberg and City Council  
City of Bellaire  
7008 S. Rice Avenue  
Bellaire, TX 77401

Submitted herewith is the annual report from the Board of Adjustment for the year 2016.

The Board of Adjustment (Board) is authorized by Texas Local Government Code Chapter 211 and is responsible for considering applications for variances or special exceptions to Chapter 24 of the Code of Ordinances of the City of Bellaire. Landowners or their agents apply to the Building Official of the Department of Community Development. Formal dockets, which must be legally advertised, are scheduled for the Board. Meetings are held to hear testimony on the application. The Board, appointed by the Bellaire City Council, consists of seven members who are citizens of the United States and residents of Bellaire for at least one year. The current Board Members are James P. Avioli, Sr. Jill Almaguer, Debbie Karakowsky, Jed Mandel, Amar Raval, William Stone, and Samir Sinha. Board members serve staggered terms of two years each, with a maximum of three consecutive terms. The Board selects its own Chair and Vice Chair for a term of one year. Presently, James P. Avioli, Sr. and Jill Almaguer serve as the Board's Chairman and Vice Chairman, respectively. The Board meets on the third Thursday of each month beginning at 7:00 p.m. in the Council Chamber of City Hall. A meeting is cancelled if there is no business to attend to for that month. Special meetings may be called as necessary following all the required procedures.

A quorum of at least six members is required to hear a case. The Board of Adjustment may authorize in specific cases, a variance from the terms of a zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so the spirit of the ordinance is observed and substantial justice is done.

We believe the Board is serving the purpose for which it was created. It provides an avenue for residents who have a particular situation to appeal to the Board for relief when they believe the zoning ordinances, if enforced, would create a hardship for them. The Board, a quasi-judiciary body, determines the outcome of all applications, which may only be appealed to a Harris County District Court.

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During calendar year 2016, the Board held four (4) meetings; however, there was only one (1) application for hearing.

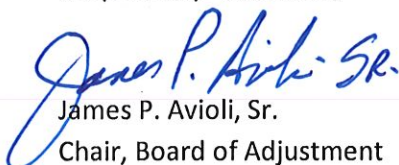
**Docket # BOA-2015-01-A** public hearing was held in August on an application for a special exception by VLK Architects, on behalf of Houston Independent School District. This application was to allow for the installation of an electronic message board/monument sign at Condit Elementary School, located at 7000 S 3<sup>rd</sup> Street, within the R-4 Residential Zoning District. The proposal was for the installation of a sign at the main entrance of the school on South Third Street, across from residential properties. The application for allowance of the sign was approved, but with the condition that it could only be installed on South Rice Avenue.

At its January meeting, the Board forwarded a recommendation to City Council to amend Section 2-112(g) of the Bellaire Code of Ordinances, which would allow a simple majority of members present and voting to consider actions not specifically called out in the Texas Local Government Code, Section 211.009 (c). This amendment was approved by City Council on June 6, 2016.

During 2016, the Board also reviewed their Rules of Procedures and voted to amend them in order to better clarify language and include definitions for parking terms, as well as to delete unnecessary verbiage.

The Board greatly appreciates the City staff for their support throughout the year.

Respectfully submitted,

  
James P. Avioli, Sr.  
Chair, Board of Adjustment

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CITY OF  
*Bellaire*

7008 South Rice Avenue • Bellaire, Texas 77401-4495 • (713) 662-8222 • Fax (713) 662-8212

February 6, 2017

Honorable Mayor and City Council  
City of Bellaire  
7008 South Rice Avenue  
Bellaire, TX 77401

Mayor and City Council:

In 2016, the Building & Standards Commission met at 10 Regular Meetings, 1 Workshop Sessions and 1 Training Sessions. In addition to serving the statutorily mandated purpose for which it was created, the Commission has continued to serve in an advisory role to City Council and provide public education on issues pertaining to building codes as outlined in the City Ordinance. During 2015 the Commission did not hear any complaints regarding substandard structures.

At the end of the year the Commission consisted of:

Laura Thurmond – Chair  
Danny Spencer – Vice Chair  
Mike Baker  
Paul Katz  
Burt Martin  
Charles Formica  
Lee Hampton

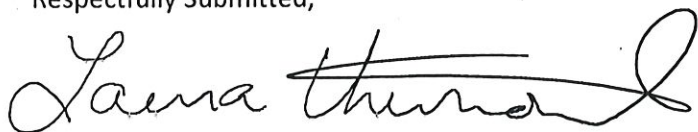
The Commission considered and acted on the following issues:

1. Public Hearings
  - a. The Commission held no public hearing during 2016.
2. Variances
  - a. The Commission did not receive any variance requests during 2016.
3. Ordinances
  - a. The commission did not take any action to make changes in the City Ordinance Chapter 9 Building.

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- b. The Commission received a recommendation from the Environmental and Sustainability Board to make changes to the City's current tree ordinance. The initial recommendation was made during the public comments of a regular session, which then resulted in a workshop session to discuss the proposed changes in more depth. In December, City staff volunteered to work with the guidance of an arborist to assist in crafting language that would address desired changes to the tree ordinance without over reaching.
- 4. Educating the public about issues pertaining to the city's building codes
  - a. With area flooding still on the minds of many residents, the commission continued to gather information about causes and potential mitigation of flooding in the city of Bellaire.
    - i. In November, the Commission was given a presentation of the Bellaire Drainage Study Report as prepared by ARKK Engineers.
    - ii. Flood mitigation recommendations included increases the size of the pipe that makes up the City's underground storm sewer.
    - iii. The Commission continued to monitor the number of permits issued to repair flood damage to Bellaire homes. As of the April 2015 flood, 25 repair permits were applied for and 4 were denied because of substantial damage.
- 5. Other Business
  - a. Through our Council liaison, the Commission was kept informed about the proposed changes to the City Ordinance regarding sidewalk standards and the eventual evolution into the City-Wide Beautification Program.
  - b. At the invitation of Cheryl Bright, Assistant Director of Parks, Recreation & Facilities, Commissioners Baker and Formica volunteered to represent the Commission on the Community Advisory Group.
  - c. In June, the Commission was introduced to the new Building Official, William Davidson.
  - d. In July, members of the Building and Standards Commission attended a training session hosted by City Officials, which addressed the roles and responsibilities of the various City Boards and Commissions.
  - e. The Commission heard two presentations on low impact development inclusive of the use of products such as permeable pavers, which allow lot coverage but maintain permeability needed to retain storm water. Currently staff is reluctant to allow permeable credit for these products, unlike some of our neighbors such as the City of Houston.
  - f. In July, the Commission re-appointed four current commission members.
  - g. In October, Commissioner Mike Baker participated in Bellaire Citizens Academy.
  - h. The Commission prepared and submitted an Annual Report to City Council.

Respectfully Submitted,



Laura Thurmond, Chair  
Building & Standards Commission

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





CITY OF  
*Bellaire*

7008 South Rice Avenue • Bellaire, Texas 77401-4495 • (713) 662-8222 • Fax (713) 662-8212

February 6, 2017

Honorable Mayor and City Council  
City of Bellaire, Texas  
7008 South Rice Avenue  
Bellaire, Texas 77401

Re: 2016 Planning & Zoning Commission Annual Report

Mayor Friedberg and City Council:

The Planning and Zoning Commission of the City of Bellaire, Texas (The Commission) is an advisory body to the City Council regarding Zoning and subdivision regulations. The Commission is also responsible for the review and approval/rejection of Plats and for making recommendations to the City Council regarding plans for the physical development of the City of Bellaire.

The existence of The Commission is governed by state and local laws. These include, but are limited to:

- Texas Local Government Code, Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Governments.
- Texas Local Government Code, Chapter 211, Municipal Zoning Authority.
- Texas Local Government Code, Chapter 212, Municipal Regulation of Subdivisions and Property Development.
- Texas Government Code, Chapter 551, Open Meetings Law.
- Texas Government Code, Chapter 552 Open Meetings Law.
- Bellaire Code of Ordinances, Chapter 2, Article VI, Code of Ethics.
- Bellaire Code of Ordinances, Chapter 2, Article VII, Boards, Commissions and Committees.
- Bellaire Code of Ordinances, Chapter 23.5, Land Subdivision Regulations.
- Bellaire Code of Ordinances, Chapter 24, Planning and Zoning.

Actions taken by The Commission in its advisory role are in the form of recommendations to the City Council. Such actions include, but are not limited to:

- Responding to requests from the City Council, the staff Liaison, or City Manager.
- Reviewing The Comprehensive Plan and reporting on such review to the City Council.
- Recommending amendments to the Code of Ordinances concerning matters involving land use regulations and the future growth and regulation of the City of Bellaire.

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- Considering applications brought before The Commission for planned developments, specific uses, permitted uses, or other amendments to zoning regulations or the official zoning district map as provided by the Code of Ordinances.
- Annually reporting to the City Council the Commission's needs, accomplishments, and recommendations.

The Commission performed in this capacity during the calendar year 2016 and will continue to serve the stated purpose for which it was created in the current year 2017.

Within the calendar year 2016, The Commission fulfilled its duties through the performance of the following tasks:

- Conducted eleven (11) Regular Sessions, which included five (5) Public Hearings
- Conducted five (5) Workshop Sessions
- Conducted one (1) Training Session
- Reviewed and acted upon two (2) Specific Use Permits (Southern Holding Group Investments, LLC & Veritas Christian Academy)
- Reviewed and acted upon one (1) Planned Development (HEB)
- Reviewed and acted upon two (2) Code Amendments to Chapter 24 (R-MF & TRPD)
- Reviewed and made recommendations to the 2017-2021 Capital Improvement Plan
- Began work on amendments to the Comprehensive Plan and Future Land Use Map for TRPD, with a Public Hearing to be called in January of 2017
- Began work on reviewing regulations placed on Pawn Shops, Credit Access Businesses, Smoke Shops, and Sexually Oriented Businesses

It is through these actions that The Commission also fulfills its duty to serve the Bellaire Community. The Commission's advisory and administrative duties were performed while keeping in mind The Commission's role to serve the needs of the Bellaire community as a whole and as guided by The Comprehensive Plan adopted in 2009. The Commission will continue to serve the community through further implementation of The Comprehensive Plan.

The Commission wishes to acknowledge the extensive work expended by all of its members along with the city's planning consultant, Gary Mitchell, of Kendig Keast Collaborative. Mr. Mitchell has been instrumental in the Comprehensive Plan Review and Future Land Use Map for TRPD.

Commissioners currently serving their Bellaire community through active participation on The Commission include:

Mike Axelrad  
Jonathan Saikin  
Marc Steinberg  
S. Lynne Skinner  
Bill Thorogood  
Dirk Stiggins, Vice Chairman  
Winfred Frazier, Chairman

The Commissioners wish to express their gratitude to Mayor Attorney Andrew Friedberg and the City Council for supporting The Commission's efforts. We also want to thank City Manager Paul Hofmann;

City Staff – specifically John McDonald, Director of Development Services, and Ashley Parcus, Administrative Assistant; and City Attorney Alan Petrov for their extensive and continual efforts to support The Planning and Zoning Commission.

A special thanks is being extended to the Commission's City Council Liaison Attorney Trisha Pollard for her support as a liaison to the Commission. She has worked very hard with the Commission to accomplish our goals and directed duties.

In summary, The Planning and Zoning Commission looks forward to continuing to serve the Bellaire community in 2017, and is most appreciative of the opportunity.

Respectfully,



Winfred C. Frazier  
Chairman  
Planning and Zoning Commission

## Bellaire Cultural Arts Board Annual Report | 2016



## Contents

1. Board
2. Report Updates
3. Ongoing 2016 Project Initiatives
4. Public Programs.

**CITY OF BELLAIRE TEXAS**  
**CULTURAL ARTS BOARD**



**Chair**

Terry Leavitt-Chavez

**Vice Chair –  
through 10/2016**

Jennifer Hawes

**Board Member**

Jacquelyn Quick

**Secretary**

Andrew Williamson

**Board Member**

Diane Roberts

**Assistant  
Secretary**

Jane Williams

**Board Member –  
Through 10/2016**

Anita Metha

**Council Liaison**

Michael Fife

**Staff Liaison**

Diane K. White  
Assistant City Manager

***Mission Statement:***

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

## Reporting Updates

Artwork Inventory –In conjunction to the 2015-2020 Bellaire Cultural Arts Board Master Plan Jane Williams and Jacquelyn Quick have worked with city employees to create an artwork inventory. Artwork in inventory includes items on display or stored in Bellaire public spaces, city hall, civic center, library, police, fire station, and parks. This stand-alone document includes:

Description of installation/piece  
photographs/planning illustrations  
location of each installation  
date of completion/installation  
maintenance milestones

## 2016 Project Initiatives

### **Texas French Alliance for the Arts Open the Door Art Program**

City of Bellaire Texas and Texan French Alliance For the Arts to release City's participation in the Texas French Alliance for the Arts Open the Door Art Program





Karine Parker-Lemoyne  
Executive Director  
Texan-French Alliance for the Arts  
832-205-5531 / [info@texanfrenchalliance.org](mailto:info@texanfrenchalliance.org)  
[www.texanfrenchalliance.org](http://www.texanfrenchalliance.org)

Michelle Jordan  
Project Manager  
City of Bellaire  
[mjordan@bellairetx.gov](mailto:mjordan@bellairetx.gov)  
713-662-8281

## **“Open the Door” in the City of Bellaire**

The City of Bellaire and the Texan-French Alliance for the Arts (TFAA), with the support of the Consulate of France in Houston, are proud to announce the unveiling of five artistic “Open the Door” doors in Paseo Park on Friday, June 3, 2016 at 10:00 am.

In 2012, The Texan-French Alliance for the Arts partnered with 9eme Concept (an artist collective based in Paris) to create the “Open the Door” project, in which sixty doors were painted by over 100 French and Texan artists (established, emerging, students and professors) and installed in 19 locations across Houston. “Open the Door” was officially launched on November 13, 2012 under the patronage of Mr. François Delattre, Ambassador of France to the United States, Houston philanthropist Lynn Wyatt, and many City of Houston officials and partners.

Earlier this spring the Bellaire City Council approved the purchase of five artistic doors on the recommendation of the Bellaire Cultural Arts Board. These works of art were recently installed in Paseo Park on Bellaire Blvd. at 2<sup>nd</sup> Street. The Texan-French Alliance for the Arts is excited to partner with the City of Bellaire to bring the “Open the Door” spirit to the community and invites residents to join in the unveiling of this exciting project. “I’m passionate about bringing student artists and those advanced in their careers with varying artistic styles to our community,” says Terry Leavitt-Chavez, chair of the Bellaire Cultural Arts Board.

The artists are Romain Froquet, Stephane Carricondo, Anne Maizia and Sylvie Delusseau from Paris, France and Daniel Anguilu, Karla Morales, Linh Tran Do, Michael Martin and Quentin Pace from Houston, Texas.

The Texan-French Alliance for the Arts (TFAA) is a Houston-based non-profit organization devoted to bridging cultures, communities, and art both in Texas and France. Their creative programs aim to improve the quality of life in cities and local communities using art, education and community outreach, along with other disciplines, as a catalyst to create positive change. “Open the Door” is a partnership between many organizations and represents the bridge between cultures and communities through art. It invites the public to open doors to new experiences and possibilities, and to embrace the diversity of our city.

So, please join in the unveiling of these five unique art works in Bellaire and discover a sense of cultural richness in our community and the power of imagination and creativity.

###

For immediate release

Contact: Michelle Jordan, 713-662-8281

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## Installation and Unveiling Of Art Doors Installed In Paseo Park



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Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## Mini Mural Program

The Bellaire Utility Box Program began after successful 2015 pilot:

## Metro



Artist: Anat Ronen's murals  
 Location: 6800 block of S. Rice Ave  
 Project by: UP Art Studio  
 Sponsor: City of Bellaire, Texas

Cultural Arts Board worked with and Up Art Studio and the City of Bellaire Texas and Metro to release City's participation on the METRO utility box.

UP Art Studio is pleased to announce the first Metropolitan Transit Authority of Harris County (METRO) box to be painted under its Mini Murals Program. In an effort to continue its beautification endeavors, the City of Bellaire commissioned UP Art Studio to paint the Metro

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



utility box located across the street from the first Mini Mural in Bellaire at the 6800 block S Rice Ave. This Metro utility box is sponsored by the City of Bellaire. Local world-class muralists/street artist, Anat Ronen is in the process of creating her work of art and is anticipated to complete it on Sunday, May 1, 2016, weather permitting. The public work of art was commissioned by the City of Bellaire after obtaining permission from METRO.

"Bellaire has utility boxes all around the city. Some utility boxes are owned by the city, others by companies like METRO. We are so excited that METRO supported our vision to add their utility box to the Mini Murals project for our city. This utility box is centrally located in Bellaire, and is the perfect canvas to showcase public art. Our intention for 2016-17 is to continue to expand the program to all city owned boxes," said Terry Leavitt-Chavez Chair Cultural Arts Board for City of Bellaire.

The Mini Murals project has continued to grow since its inception a year ago. The pilot phase in southwest Houston's District K was sponsored by Council Member Larry Green as part of his growing endeavor to increase the quality of life in his district. There are now nearly 80 complete, with funding secure for about 50 more.

Others that have commissioned boxes include: Council Member Jerry Davis in City of Houston Council District B, Council Member Robert Gallegos – District I, Council Member Cohen – District C, Council Member Cisneros – District H, East End Foundation, Houston Zoo, the Midtown Management District, Hobby District, Greenspoint Redevelopment Authority, International District, PrimeWay Federal Credit Union, Houston Modern Luxury, Kuraray, Alliance Residential, Robert Clay, Rob Todd, Kathlyn Curtis, and Adam Brackman, with many more in the works.

UP Art Studio and its partners aim to raise awareness of the project in order to expand to other areas across Houston, especially areas that are art deficient.

Artists in the 2016 artist pool that have already painted boxes include: Alex Arzu, Anat Ronen, Jessica Rice, Sergio Cornejo, Bret Nix, Dual, Gabriel Prusmack, Gelson "w3r3on3" Lemus, Jessica Guerra, Janavi Folmsbee, Lee Washington, Pilot FX, Renee Cleare, Roger Seward, Shelbi-Nicole Gregory, Tra' Slaughter, and Wiley Robertson.

Mini Murals is a fiscally sponsored project of Fresh Arts, a nonprofit arts service organization. Contributions for the purpose of Mini Murals can be made payable to Fresh Arts and are tax-deductible to the

extent permitted by law. For information about the project, visit [www.minimurals.org](http://www.minimurals.org).

Location: Bissonnet @ S. Rice, Bellaire, Texas

Artist: Roger Seward Art

Project by: UP Art Studio

Sponsored by: City of Bellaire, Texas



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Location: Evergreen @ Newcastle, Bellaire, Texas  
Artist: Pilot One  
Project by: UP Art Studio  
Sponsored by: City of Bellaire, Texas  
For more information, [www.minimurals.org](http://www.minimurals.org)  
Follow on instagram! [www.instagram.com/minimurals](http://www.instagram.com/minimurals)  
Photo by: Morris Malakoff Photography



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## Banners

Expanded banner program along Bellaire and Bissonet enhances and beautifies major corridors.



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## Public Programs

### 4<sup>th</sup> of July

Spin art hosted by board during celebration.



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## Dive In Movie

Board worked with Patrons For Bellaire Parks providing face painting for Dive In Movie Night.



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## 6<sup>th</sup> Annual Great Pumpkin Hunt

Board worked with photographer setting up poses for take home photos at the annual great pumpkin hunt.



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## Holiday In The Park

Board hosted scratch off ornaments craft project at annual holiday in the park.



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

February 2, 2017

Honorable Mayor and City Council  
7008 South Rice Avenue  
Bellaire, TX 77401

Mayor and City Council:

Pursuant to Chapter 2, Administration, Article VII, Boards and Commissions, Division 1, Generally, Section 2-104 Annual or special reports to city council (“Section 2-104”), of the Code of Ordinances of the City of Bellaire, Texas, here is the Bellaire Environmental and Sustainability Board’s annual report for the period from January 1, 2016 through December 31, 2016.

As required by said Ordinance:

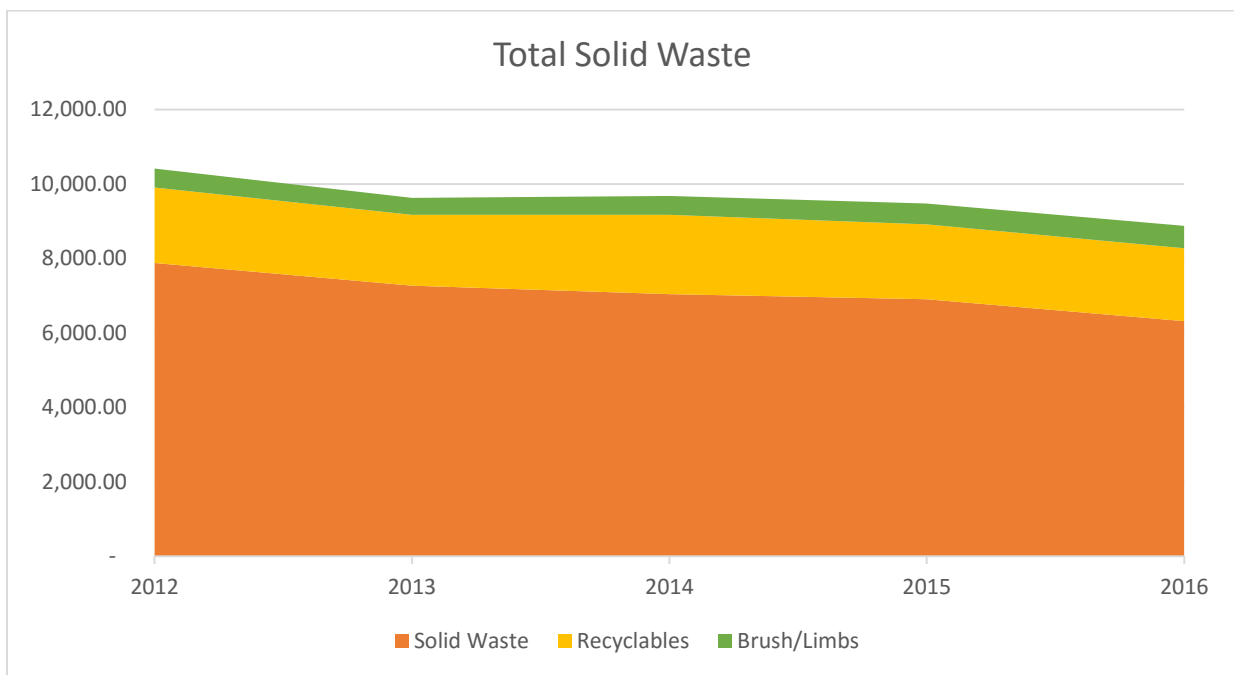
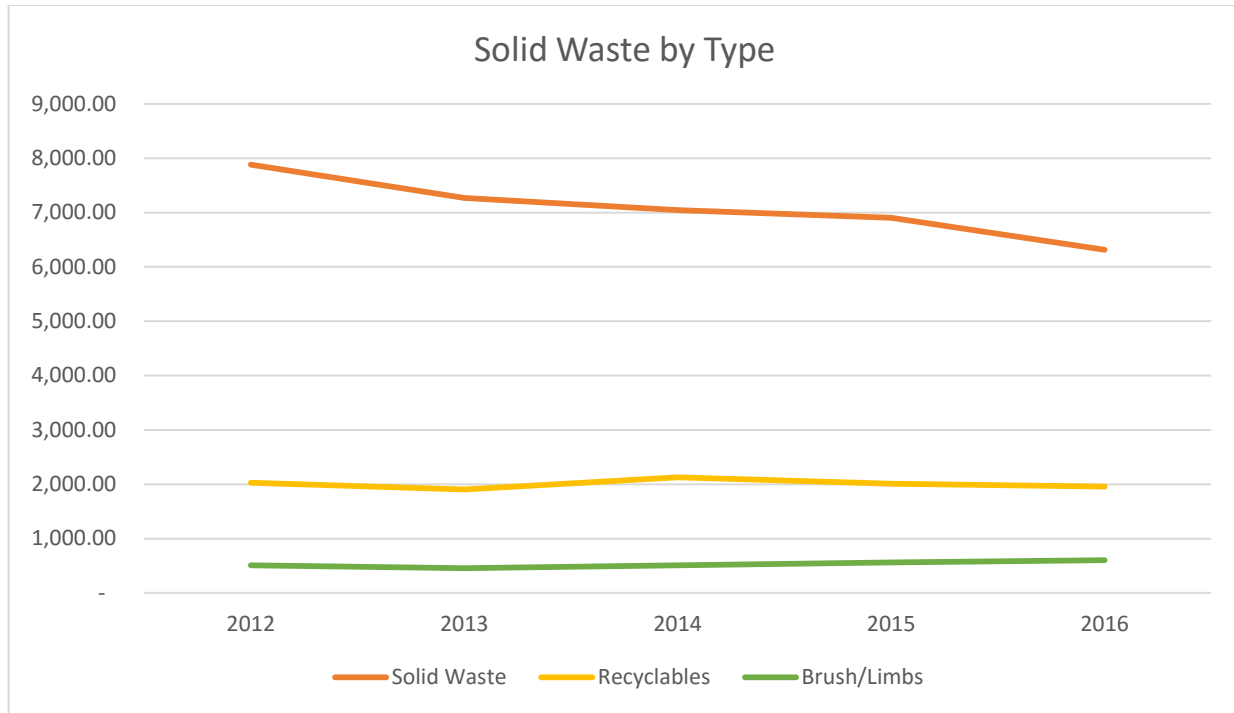
- (1) Yes, this Board is serving the purpose for which it was created.
- (2) Yes, this Board is serving the current community needs.
- (3) The Board’s major accomplishments are detailed below
- (4) We are not aware of any other board, public or private, which would better serve the function of the Board.
- (5) Our recommendations follow our major accomplishments.

### **MAJOR ACCOMPLISHMENTS AND YEAR IN REVIEW**

#### **Solid Waste and Curbside Recycling**

Recycling rates for the city of Bellaire continue to improve from year-to-year. Data provided by Public Works show that however one chooses to measure success, Bellaire is improving in this regard. The percentage of material recycled has improved from less than 20 percent in 2012 to over 22 percent in 2016. The annual solid waste tonnage produced by Bellaire residents has declined almost 15 percent in that time period, with garbage experiencing a 20 percent drop, while the recycling tonnage has remained fairly static. Interestingly, the amount of brush and limbs collected has increased almost 20 percent in that time.

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Rates for solid waste collection have not increased since 1994, making Bellaire's solid waste pickup affordable, but also poses the question whether rates for solid waste should be increased to a reasonable rate that, among other things, will spur more recycling in Bellaire.

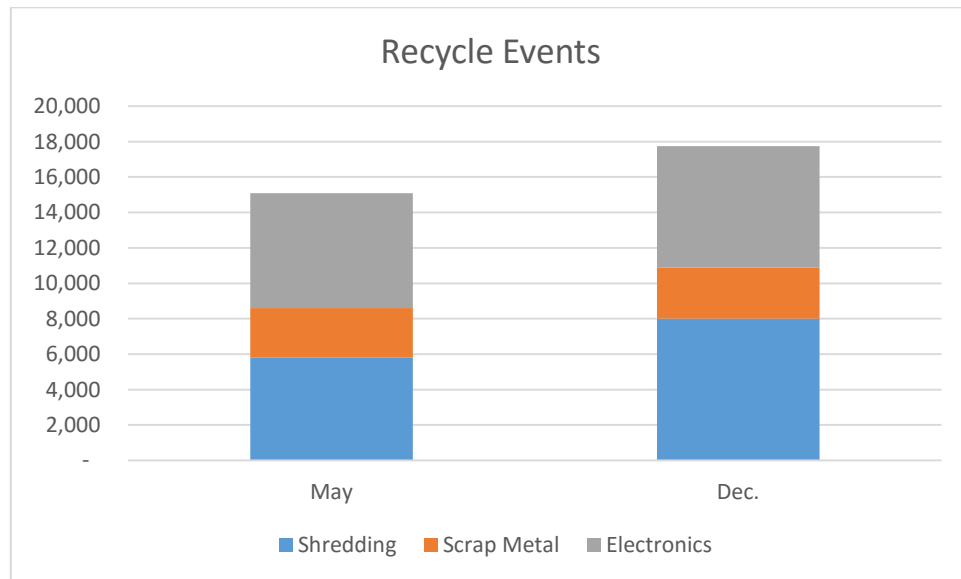


### Working with the Nature Discovery Center

The Board attended the Nature Discovery Center's Spring Fling in 2016, where we sold recycling bins, had kids' activities and continued to focus on educating our citizens on recycling issues. In addition we were able to invite some citizen environmental groups to have a presence at the festival and discuss issues related to the environment and sustainability. We work to maintain and expand contacts with such environmental organizations. We find residents greatly appreciate the opportunity to learn more about the city's curbside recycling program as well as living more sustainably. We look forward to increasing our partnership with the Nature Discovery Center in the coming year.

### 2016 Recycle Events

This was the year that we decided to end the Recycles Fest and devote ourselves to a twice-yearly Recycling pickup. Ending the festival was a difficult decision, but between the obvious need to increase the frequency of our Recycle Events and the crowded community calendar at that time of year we believe it was the right decision. This year we collected between the two events almost 7 tons of paper for secure shredding, nearly 3 tons of scrap metal, and over 6 tons of electronics, for a combined 16.5 tons.



### Evelyn's Park

The Board continues to discuss environmental and recycling issues at the City's newest park and how we might be able to participate and offer guidance in the development and operation of this park. We maintain close contact with the parks board and are pleased by their decisions such as the installation of Dark Skies compliant lighting.

### Solid Waste Fees

We continue to discuss fees for solid waste collection, knowing that they have remained steady for over 20 years. We are committed to approaching this topic with new ideas to help incentivize greater consciousness of the decisions we make when we reach for the trash can or recycling bin. We have and continue to examine numerous options for improving the collection of both solid waste and recycling.

### Communication

The ESB continues to compile a Newsletter three times a year for distribution to residents. Beginning in 2012, all issues are distributed electronically through the City's News and Information Electronic distribution system. Printed copies available are available at the Library, City Hall and Public Works for those who do not have computer access. Last year we also reinstituted delivery of the newsletter with the delivery of garbage bags. Our newsletter is one of the primary means for resident education on recycling and solid waste. This year we began posts on the city's Facebook page, where we have been generating enough content for a twice-weekly post, and hope in the coming year to create an ESB page to provide more detailed information for those who are most passionate about the issues.

### Christmas Tree Recycling

The Save Our Beach Association is a non-profit organization ([www.sobatx.org](http://www.sobatx.org)) founded to help protect our beaches along the Surfside Beach coastline. In past years we were able to donate our trees, which were then able to be used as the basis for new sand dunes. After a 2-year gap in this service (during which Public Works continued to collect trees, grinding them up for mulch) we were pleased to work this deal out again, allowing us to collect 599 trees, keeping them out of landfill and providing the basis for shoreline conservation.

### Dark Skies

The Board is concerned about nighttime street illumination. Along with concerns of efficiency and safety, we would like Centerpoint and the city to keep in mind issues of light pollution. We will continue to work to educate ourselves on this issue and investigate what other communities are doing. We have recently found success with the lighting installation at Evelyn's Park and hope for similar choices on the Newcastle Trail.

### Native Plants

The Board feels strongly about the need to promote the use, replanting, and protection of native plants as much as possible. Native plants require less irrigation, less pesticide and herbicide, and provide habitat for beneficial native wildlife, including insects. We have been working with the Buildings and Standards Commission to modify the city code on desirable/undesirable trees, and look for opportunities to influence the choice of plants in city parks and public spaces.

## RECOMMENDATIONS

Though not required of the Ordinance requiring this report, our Board makes the following recommendations that we believe will be beneficial to the City and its residents. They are:

1. We again urge City Council to continue to partner with us in assuring that recycling concerns are fully addressed in any final decisions with regard to the development of Evelyn's Park.
2. The recycling industry is a dynamic, changing industry which necessitates active engagement. We feel that constant education of the citizenry of the changes in recycling options and requirements is a vital function of the board, and all methods of communicating should be supported.
3. Though curbside recycling continues to improve, we need more of our residents to participate, and we welcome any help the City and its various departments and employees can give us in this regard.
4. As part of the discussion regarding solid waste fees and whether they need to be raised, we believe it is timely for the City and the Public Works Department to consider picking up recycling twice a week and solid waste once a week. Our Board believes that this will increase recycling which would benefit the citizens of Bellaire by reducing the fees the City spends in having to dispose of solid waste collection.
5. The Board again believes the City, our Board, and our Public Works Department should undertake efforts to get our commercial business owners and their garbage/trash collectors to implement recycling collection efforts for the waste they produce.
6. On the construction of new facilities, the Board would like for the City and its planners to implement energy efficient materials, lighting, etc. that would enable the building(s) to achieve the highest LEED rating available. An additional option would be to install electric charging stations for not only our citizens, but also for any future electric vehicles the City might purchase.

This report is submitted on behalf of the entire Environmental and Sustainability Board.

Jason Wintz  
Chair

## State of the City Report February 6, 2017 L.I.F.E. Advisory Board

The City of Bellaire Parks, Recreation and Facilities Department provides the Bellaire LIFE (B.L.I.F.E.) program for active adults ages 50 and up. BLIFE represents **B**ellaire, **L**iving, **I**nformation, **F**un, and **E**nrichment. The programming is designed to keep participants engaged in life through continued learning opportunities, new relationships and new experiences. The programming provides the residents of Bellaire and surrounding communities with a leisure lifestyle through socialization, games, day trips, special activities and events.

The board is comprised of me, Patricia Parrack, a Bellaire resident of 23 years, Kevin Newman, Roberta Murray, Pat Westwood, Barbara Davis, Carmen Ulabarro and Maxine Epstein. The board has been fortunate enough to work Mayor Andrew Friedberg as council liaison, whom which we are grateful that he attends every meeting. The LIFE advisory board's role is to meet monthly to provide guidance to staff to help with programing objectives. We are a working board that also provides assistance to staff during all programs, trips, activities and events.

BLIFE takes advantage of free bus transportation services offered by the Harris County Transportation Department. Throughout the year staff is able to secure one to two Harris County buses per month for day trips within a 200-mile radius from Houston. The trips provide a change of scenery for the participants as well as provide an opportunity to learn about an area's history, tourism and entertainment opportunities; to make new friends; and to enhance the overall lifestyle of each participant.

In 2016, BLIFE had the opportunity to visit Brookwood and Hope Village to learn about the communities that work with adults with disabilities. Have outdoor adventures at the Wildlife Adventure Ranch in San Antonio, visit the Shangri La Gardens in Orange, pick strawberries in Froberg Farms and visit an alpaca ranch. Participants had the opportunity to visit unique places like the Hemi-Hideout, Sri Meenakshi Devasthanam Temple in Pearland, and the BAPS Shri Swaminarayan Mandir in Stafford. Learn about the history at the Liendo Plantation, Washington on the Brazos, George Ranch Historic Park, Sea Center and Historical Museum in Lake Jackson and the Bryan Museum in Galveston. Toured the Anheuser Busch Factory, went to the Planetarium at the Museum of Natural Science, and Independence Plaza at Space Center Houston. Did plenty of shopping at the Rodeo, International Quilt Festival, Houston Ballet Nutcracker market, and after their glass bottom boat tour went to the San Marcos Outlet Mall. Toured towns such as Cuero, Port Arthur, Seguin and Waco and learned about the rich history that helped make the town. In December, the participants had a Caribbean Christmas at Moody Gardens with the Ice Sculptures and Festival of Lights.

Throughout the year we have also had plenty of fun activities here at Bellaire such as celebrating different events like the Super Bowl, Rodeo, St. Patrick's Day, 4<sup>th</sup> of July, had a Hawaiian Luau, and a Thanksgiving feast. We had educational seminars on health, nutrition, and finances, along with movies that make you laugh and sometimes cry. We teamed up with other departments to learn more about fire and fall prevention from Bellaire's Assistant Fire Chief Moses and Hurricane Preparedness from the Fire Chief Anderson, had computer classes with the library Director Mary Cohrs and Rita Duarte and enjoyed Coffee with a Cop with Chief Holloway and Officer Edwards. The participants were able to paint their own painting for Earth Day, bring a snack for Cultural Snack day, dress up for the Halloween Party and create an ornament for the Holidays. One of the most enjoyable events was an Olympic Summer Bash against surrounding cities, where BLIFE competed in chair volleyball, corn hole and a crazy hat decorating contest, where Bellaire took first place! Chair volleyball has become so popular that we have now been incorporated into our monthly schedule!

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## 2016 BLIFE Programming Participation

Activity	# of Participants
24 Bus day trips	652
8 Educational Seminars	122
12 Monthly Bingo games	268
12 Monthly Bunco games	97
11 Monthly Men's/Women's Club Programs	150
13 Games Day	58
47 Monday Bridge	948
51 Wednesday Crafts and Conversation	238
50 Friday Bridge	522
16 Movies	355
14 Special Events: Luncheons, Socials, etc.	276
<b>Totals</b>	
<b>258 activities</b>	<b>3,686 participants</b>

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February 6, 2017

Honorable Mayor and City Council  
City of Bellaire  
7008 South Rice Avenue  
Bellaire, Texas 77401

Re: Annual Report of the Bellaire Parks and Recreation Advisory Board

Mayor and City Council:

My name is Neil Verma and I am the Chair of the Bellaire Parks and Recreation Advisory Board (the “**Board**”). Over the last year, the Board is comprised of a dedicated team of volunteers including Todd Blitzler, Julie McNee, Denise Leisten, Kevin Sisk, Travis Crabtree, Sharon Veldman and past board member Susan Hawes. I am proud to serve with these fellow citizens. I also want to give a special thank you to some of the hardest working staff in the business including Karl Miller, Cheryl Bright, Buster Adams and Heyzel Zepeda and the insight and support of Paul Hoffman. The Parks and Rec Department works tirelessly maintaining our parks, such as adding safety fencing or playground surface materials, installing playground equipment, running facility programming, such as basketball leagues, Camp Paseo, and putting on events such as Family Safety Day, Holiday in the Park and the Trolley Run. The role of our board is to serve in an advisory capacity to City Council by providing recommendations on our city’s parks, trails, and recreation facilities. Those recommendations are based on site visits, and input from citizens and city employees, but the City staff are the ones that make it all happen.

This year has been the year of interconnectivity. The Parks Board has made significant efforts to engage with our cohorts working on similar goals, from Patrons for Bellaire Parks, the Nature Discovery Center, and Evelyn’s Park Conservancy. Parks Board member Kevin Sisk was designated as board liaison to Patrons for Bellaire Parks. We also had designated representatives interfacing with Citizen’s for a Beautify Bellaire and Terrain Studios with respect to their urban planning efforts. We are making big strides as a result of the joint efforts of these organizations, and it has been inspiring to see the tireless work of many staff members and volunteers for these organizations to make our City’s parks great.

Speaking of interconnectivity, the Parks Board also advocated for better connectivity to our parks, and were encouraged to see City Council pass a safe passage ordinance making our streets safer for families going to our city parks and amenities, a pilot decorative LED lighting project along the Newcastle trail, and several initiatives designed to increase the City’s sidewalk inventory. We appreciate the City Council’s commitment to making it easier and safer to get to our parks without having to take a car.

The biggest project of this year was completion of the Evergreen Park Master Plan. We worked with the City and Clark Condon, the City’s landscape architect and, with extensive input from many of our citizen’s in public forums and at our board meetings, created an incredible vision for the future of Evergreen Park. We want to thank City Council for considering and passing the Evergreen Master Plan; however, we do not intend to let the plan gather dust on the shelf. We are looking at trying to find ways to have it funded and to start making improvements in phases so that

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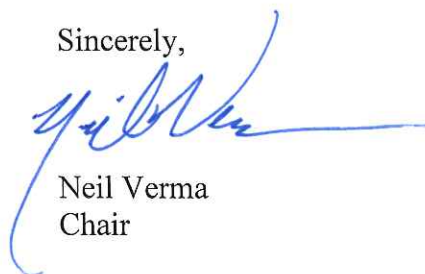
the community can see the master plan that they helped mold, turn into a reality. We also completed work on a proposed five-year Capital Improvement Plan to address needs and improvements across all of our parks.

This year, we also approved major improvements to Mulberry Park. If you have not been there recently, you are missing out. A gorgeous new shaded playground, in brown, green and white earth tones, has been installed. This, coupled with the work of Bellaire Little League has completely redefined Mulberry Park. This next year, one highlight will be improved shade structures at Loftin Park and Officer Lucy Dog Park, and implementation of city standard amenities at eight different locations as set forth in the Parks Master Plan.

I wanted to take a moment and highlight some of the smaller projects of the year that deserve special attention. The first "Little Free Library" was installed in Loftin Park, allowing our citizens to take and leave books at their leisure. I want to thank Jane McNeil, for donating time and the materials to assemble it and Mary Cohrs and the library staff for keeping it stocked. Right next to the Little Free Library is a tree that was dedicated to Jane Dembski in honor of her decades of service to the Bellaire Parks Department. These two pieces, side by side, are monuments to the history and the future of Bellaire's parks.

On behalf of the Parks Board, we are honored to serve the City, and look forward to a year of greater progress for the City's parks and recreation facilities.

Sincerely,



Neil Verma  
Chair



# EVELYN'S PARK

Conservancy

P.O. Box 459 | Bellaire, TX 77402

WWW.EVELYNSPARK.ORG

a 501(c)3 non-profit organization

24 February 2017

Mayor Andrew Friedberg  
Bellaire City Council  
City of Bellaire  
7008 S. Rice Ave.  
Bellaire, TX 77401

Re: Evelyn's Park Conservancy 2017 – Dining by Fireflies

Dear Mayor Friedberg and City Council:

We are excited to announce Dining by Fireflies – A Premiere Progressive Dining Experience and Park Preview on April 20<sup>th</sup>, 2017 from 6:00PM- 10:00PM. Enjoy dining alfresco and meet award winning chef behind The Ivy & James, while exploring special routes of discovery throughout the park grounds. Celebrate under a canopy of live Texas oaks with wine, beer, community and live music. Dining by Fireflies begins a new tradition at Evelyn's Park, bringing together community and neighbors surrounded by fine food, conversation and twinkling lights.

This will be a private event and the fencing around the park will remain for this event to prevent public access. EPC is working with Parks and Recreation and the Bellaire Police under the guidance of Chief Holloway to ensure safety to all of our guests. Our café operators are in the process of securing their alcohol license and will be ready for this event.

In order to host Dining by Fireflies, Evelyn's Park Conservancy respectfully requests consideration for a temporary suspension of Chapter 3, Alcoholic Beverages, Section 3-3, Use prohibited in public parks and other public places (the "Code"), for the purpose of allowing Evelyn's Park Conservancy to hold a fundraising event and to provide alcoholic beverages throughout the park, specifically beer and wine during the event at Evelyn's Park, 4400 Bellaire Boulevard on Thursday, April 20<sup>th</sup>, 2017, commencing at 6:00PM and terminating at 10:00PM.

Sincerely,

Patricia King-Ritter  
Board President  
Evelyn's Park Conservancy

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, GRANTING A CODE SUSPENSION FOR EVELYN'S PARK CONSERVANCY RELATING TO A REQUEST TO WAIVE ALCOHOL RESTRICTIONS IN EVELYN'S PARK FOR A FUNDRAISING EVENT ON APRIL 20, 2017.**

**WHEREAS,** the use and consumption of alcohol within Evelyn's Park is limited to a designated area pursuant to Section 3-3 of the Bellaire Code of Ordinances; and

**WHEREAS,** by letter dated February 24, 2017, the Evelyn's Park Conservancy has requested that the City Council waive or suspend the provisions of the Bellaire City Code relating to the use and consumption of alcoholic beverages in Evelyn's Park for a fundraising event, Dining by Fireflies, hosted by the Evelyn's Park Conservancy on April 20, 2017, from 6:00 PM to 10:00 PM; allowing the consumption of alcohol within the entire perimeter of the park; and

**WHEREAS,** the Evelyn's Park Conservancy is a not-for-profit organization that works to enhance positive community involvement through the operation of Evelyn's Park within the City of Bellaire, Texas; and

**WHEREAS,** the City Council of the City of Bellaire, Texas, finds that granting the request of the Evelyn's Park Conservancy assists the mission of raising funds to maintain Evelyn's Park and, in turn, directly benefits the City of Bellaire, Texas; **NOW, THEREFORE,**

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

1. The recitals set forth above are found to be true and correct.

2. The City Council of the City of Bellaire, Texas hereby temporarily suspends the application of Section 3-3 of the Bellaire Code of Ordinances for the fundraising event, Dining by Fireflies, hosted by the Evelyn's Park Conservancy on April 20, 2017 at Evelyn's Park, said suspension to commence at 6:00 PM and end at 10:00 PM.

3. The suspension provided for in paragraph 2 above is subject to and contingent upon the City Manager's approval of the date of the event and, as it relates to alcohol, compliance with the requirements of Section 3-3 of the Bellaire Code of Ordinances relating to the permit procedures for the use and consumption of alcoholic beverages in City-Owned public places.

4. This Ordinance shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED** and **ADOPTED** this, the 6th day of March, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney



**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE 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 BY AND BETWEEN 24/6 TECHNICAL SERVICES, LLC. AND THE CITY OF BELLAIRE, TEXAS, FOR ON - CALL MECHANICAL AND ELECTRICAL SERVICES FOR WATER AND WASTEWATER FACILITIES, LOCATED AT:**

**WASTEWATER TREATMENT PLANT- 4401 EDITH STREET**

**LIFT STATIONS:**

**RICE LIFT STATION - 5019 ½ EVERGREEN**

**WENDELL LIFT STATION - 4403 WENDELL**

**BELLIARE LIFT STATION - 4640 BELLAIRE BLVD – ESPLANADE**

**WATER WELLS:**

**CENTRAL - 5104 JESSAMINE**

**FELD PARK- 6406 AVENUE B**

**RENWICK - 7625 RENWICK**

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

**THAT** the Mayor and 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 by and between 24/6 Technical Services, LLC., and the City of Bellaire, Texas, in a form as attached hereto and marked "Exhibit A," for On-Call Mechanical and Electrical Services for Water and Wastewater Facilities indicated above.

**PASSED and APPROVED** this 6th day of March, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## STANDARD FORM OF AGREEMENT

STATE OF TEXAS           §  
                                       §  
 COUNTY OF HARRIS       §

This **AGREEMENT** is made and entered into this, the 6th day of March, 2017, 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 Mayor, 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 **24/6 TECHNICAL SERVICES, LLC**, hereinafter called "**24/6**".

**WHEREAS**, the **CITY** is committed to ensure a fair and equitable procurement process and has completed a competitive sealed proposal procurement process as authorized by Texas Local Government Code, Chapter 271; and

**WHEREAS**, the **CITY** will receive On-Call Mechanical and Electrical Services for its Water and Wastewater Facilities in accordance with the specifications of the competitive sealed proposal;

## WITNESSETH:

**THAT** for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY**, **24/6** hereby agrees with the **CITY** to commence and complete the project described as follows:

On-Call Mechanical and Electrical Services for Water and Wastewater facilities and shall furnish all labor, material, transportation, tools, supplies, equipment, and appurtenances, unless specifically expected, for the satisfactory completion of On-Call Mechanical and Electrical Services for Water and Wastewater Facilities. Services will be assigned on a project-by-project basis all as more specifically identified in the **SPECIFICATIONS** within the On-Call Mechanical and Electrical Services for Water and Wastewater Facilities Competitive Sealed Proposal 17-005 packet, attached hereto and made a part hereof as Exhibit "A".

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



and all in accordance with the conditions and costs stated in said **SPECIFICATIONS**, which with **24/6** submittal are made a part hereof and collectively evidence and constitute the entire **AGREEMENT**.

The **CITY** agrees to pay **24/6** for services received, upon receipt of a proper invoice prepared by **24/6** and within thirty (30) days after receipt and approval of same, in current funds for the performance of the **AGREEMENT** in accordance with the **SPECIFICATIONS**, based on hourly rates as submitted with on Vendor's Financial Proposal Form:

A.	Rate per hour service calls <i>during normal business hours</i> (8:00 AM to 5:00 PM, Monday-Friday)	
	Mechanic: <u>\$95.00</u>	Mechanic's Helper: <u>\$45.00</u>
	Journeyman Electrician: <u>\$95.00</u>	Apprentice Electrician: <u>\$45.00</u>
	PLC Technician: <u>\$95.00</u>	SCADA Technician: <u>\$95.00</u>
B.	Rate per hour service calls <i>outside normal business hours</i> (including weekends and holidays)	
	Mechanic: <u>\$125.00</u>	Mechanic's Helper: <u>\$90.00</u>
	Journeyman Electrician: <u>\$125.00</u>	Apprentice Electrician: <u>\$90.00</u>
	PLC Technician: <u>\$125.00</u>	SCADA Technician: <u>\$125.00</u>
C.	Percentage mark-up to the City of Bellaire above Vendor's cost for parts and materials. (Documentation of Vendor's cost will be required, when applicable)	
		<u>20</u> %
D.	State response time for service calls <i>during normal working hours</i> .	<u>1-2</u> Hrs.
	State response time for EMERGENCY service calls hours <i>during normal business hours</i> .	<u>1</u> Hrs.
	State response time for EMERGENCY service calls hours <i>outside normal business hours</i> .	<u>1</u> Hrs.

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E.	<p>Vendor owns a crane truck for pump removal and install? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Vendor rate for crane truck owned: <u>\$85.00</u></p> <p>If Vendor does NOT own a crane truck, describe how one would be accessed for pump and motor work and what the rate would be:</p>
F.	<p>Maximum % increase per Renewal Year:</p> <p><u>0%</u></p>
F.	<p>Describe warranty information on work and service:</p> <p>1 year materials and labor</p> <p>*Note – On Feb 23, 2017 vendor was asked to modify the labor warranty from 60 to 1 Year. Vendor complied.</p>

This Agreement shall expire March 6, 2018, provided, however, that the term of this Agreement may be further extended for an additional four (4) years, one (1) year at a time, subject to availability of funds, work performance satisfaction, an annual price increase not to exceed 0% as stated in Vendor's submittal, and upon mutual agreement between the **CITY** and **24/6**.

**IN WITNESS WHEREOF**, the Mayor of the **CITY**, as attested to by the City Clerk of the **CITY**, hereunto, have executed this **AGREEMENT** in the year and date first above written, under the authority granted to them under the provisions of **Ordinance No. 17-\_\_\_\_**, duly enacted by the City Council of the **CITY**.

**CITY OF BELLAIRE, TEXAS**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor  
City of Bellaire, Texas

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk  
City of Bellaire, Texas

**AGREED to and accepted by:**

**24/6 TECHNICAL SERVICES, LLC.**

\_\_\_\_\_  
Ernest Strambler  
24/6 Technical Services, LLC.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# **PROPOSAL RECEIVED**

## **24/6 Technical Services**

Proposal Disposition:

Original Maintained by Bellaire Finance Department (ACM)  
Copy Maintained by Bellaire Finance Department (Purchasing)  
Copy Maintained by Public Works Department (Utilities)  
Copy Maintained by Consultant (H2OMC, LLC)  
Electronic Copy Maintained by City Clerk

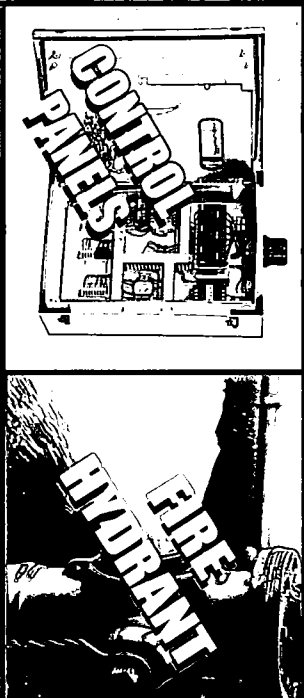
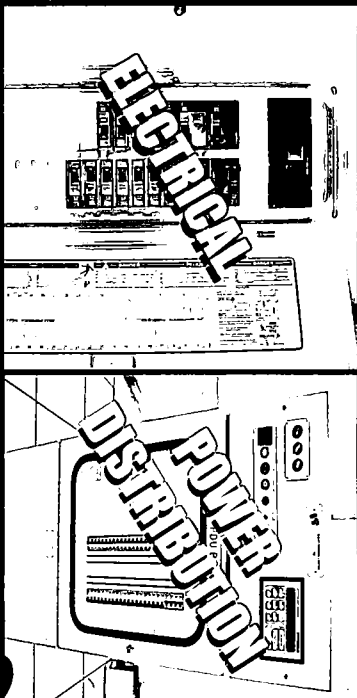
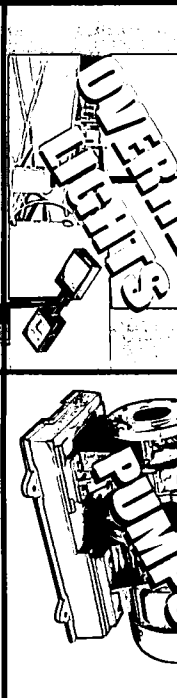
Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



We Offer over 30 Years  
of Experience In  
Residential, Commercial  
& Industrial Electrical  
also in  
Water and Wastewater Experience

24/6 Technical Services  
Electrical Contractors  
281-809-5836 • 281-989-5847  
24-6TechnicalServices.net  
TECL # 29139



## 24/6 Technical Services

Electrical Contractors  
Water  
Waste Water Controls



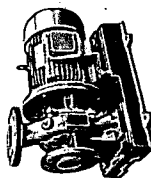
# 24/6 Services

## Water & Waste Water

- Rotating Fine Screens
- Wastewater Treatment Plant
- Odor Control Systems
- Clarifiers and Digesters
- Security and Auto Dialer Systems
- Mechanical Bar Screens
- Diffused Aeration Equipment
  - Blowers - Centrifugal and Position Displacement

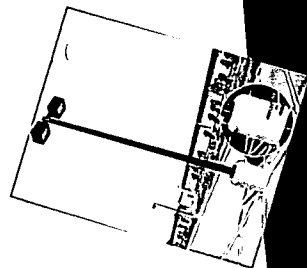
## Stormwater Pump Stations

- Water Plants
- Well & Booster Pumps
- Grinders & Grit Removal System
- Sanitary Lift Station
  - Lift Station Rehabs
  - Float Controls
  - Submersible & Centrifugal
  - PSI & Ultra Sonic Transducer
  - Level & Pneumatic Controls
- Conveyors
- Level & Pressure Controls
- Belt Press Systems



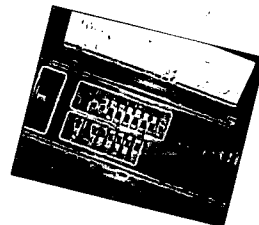
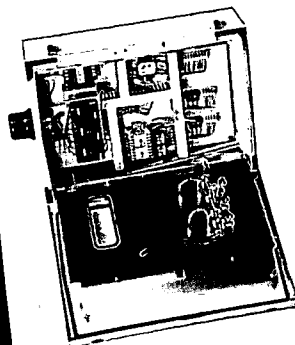
## Maintenance & Service

- Exterior Interior Lights
- Infrared Detection
- Maintenance Contracts
- Publicshooting
- Preventative Maintenance
- Overhead Lights



## Electrical Wiring & Installation Services

- Temperature
- Emergency Generators & Automatic Transfer Switches
- Instrumentation
  - Pressure Transmitters
  - Flow Meters
  - Vibration
- Level & Pressure Controls
- Lights & Controls
- Specialized Motor Control Equipment
  - MCC
  - VFD
  - Soft Stars
- Lift Station Rehabs
- Guide Rail Systems
- Control Panels
- Check & Isolation Valves
- Piping



## Power Distribution Services

- Power & Control Wiring
- Emergency Generations
- UPS Systems
- Medium Voltage (< 35kV>)
- Medium Voltage Cable
- Terminations
- Switchgears & Substations
- Under ground Installation
- 4MA to 480v & Below
- DCS & PLC Instrumentation
- Conduit & Cable Tray
- Transformers
- Raceways
- Breaker Panels



## Mechanical Services & Preventative Maintenance

- Generators
- LS Inspections
- Vibration & Alignment Testing
- Fire Hydrants
- Gear Box
- Fab & Welding
- Plant Inspection







CSP No. 17-005  
ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR  
WATER AND WASTEWATER FACILITIES

**VENDOR'S CHECKLIST**

Company Name: \_\_\_\_\_

Please indicate you have completed the following documentation; and submit them in the following order.

**ITEM DESCRIPTION**

- ☒ Vendor's Checklist
- ☒ Vendor's Information Form
- ☒ Vendor's Financial Proposal Form
- ☒ Vendor's Reference Form
- ☒ Execution of Proposal Form
- ☒ Proposer's Certification and Non-Collusion Affidavit
- ☒ Proof of Insurance
- ☒ Completed W-9
- ☒ Copy of Valid Business License
- ☒ Copy of Any Certifications Requested within CSP (TX Commercial Electrical License)
- ☒ Conflict of Interest Questionnaire
- ☐ Additional Information from Vendor (Optional – Not Required)



<p>_____ Authorized Signature <b>ERNEST STRAMALE</b> Print Name</p>	<p>_____ <i>Manager</i> Title <b>2/06/2017</b> Date</p>
---	---

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



CSP No. 17-005  
ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR  
WATER AND WASTEWATER FACILITIES

VENDOR'S INFORMATION FORM

1. Legal Business Name: 24/6 TECHNICAL SERVICES LLC
2. Street Address: 11874 FAIRPOINT DR.
3. City, State & Zip: HOUSTON, TEXAS 77099
4. Type of Business: ELECTRICAL LLC State of Registration: TEXAS  
(Association, Corporation, LLC, etc.)
5. Name & Title of Authorized Signer: ERNEST STRAMBLER MANAGER
6. Primary Contact: ERNEST STRAMBLER
7. Phone: 281-989-5847 Fax: 713-474-5921
8. Email: ESSTRAM@AOL.COM ESSTRAM@24-6technicalservices.org
9. Company Website: 24-6 Technical Services, net
10. Has your company ever been debarred from doing business with any federal, state, or local agency?  
 Yes \_\_\_\_\_ No X If YES, please state the agency name, dates, and reason for debarment.

ATTACH A COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



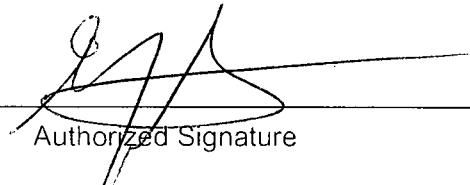
**CSP No. 17-005**  
**ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR**  
**WATER AND WASTEWATER FACILITIES**

**VENDOR'S FINANCIAL PROPOSAL FORM**

Company Name: 24/6 TECHNICAL SERVICES LLC

A.	Rate per hour service calls <i>during normal business hours</i> (8:00 AM to 5:00 PM, Monday-Friday)								
	<table style="width: 100%;"> <tr> <td style="width: 50%;">Mechanic: \$ <u>95.00</u></td> <td style="width: 50%;">Mechanic's Helper: \$ <u>45.00</u></td> </tr> <tr> <td>Journeyman Electrician: \$ <u>95.00</u></td> <td>Apprentice Electrician: \$ <u>45.00</u></td> </tr> <tr> <td>PLC Technician: \$ <u>95.00</u></td> <td>SCADA Technician: \$ <u>95.00</u></td> </tr> </table>	Mechanic: \$ <u>95.00</u>	Mechanic's Helper: \$ <u>45.00</u>	Journeyman Electrician: \$ <u>95.00</u>	Apprentice Electrician: \$ <u>45.00</u>	PLC Technician: \$ <u>95.00</u>	SCADA Technician: \$ <u>95.00</u>		
Mechanic: \$ <u>95.00</u>	Mechanic's Helper: \$ <u>45.00</u>								
Journeyman Electrician: \$ <u>95.00</u>	Apprentice Electrician: \$ <u>45.00</u>								
PLC Technician: \$ <u>95.00</u>	SCADA Technician: \$ <u>95.00</u>								
B.	<table style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;">           Rate per hour service calls <i>outside normal business hours</i>            (including weekends and holidays)         </td> </tr> <tr> <td style="width: 50%;">Mechanic: \$ <u>125.00</u></td> <td style="width: 50%;">Mechanic's Helper: \$ <u>90.00</u></td> </tr> <tr> <td>Journeyman Electrician: \$ <u>125.00</u></td> <td>Apprentice Electrician: \$ <u>90.00</u></td> </tr> <tr> <td>PLC Technician: \$ <u>125.00</u></td> <td>SCADA Technician: \$ <u>125.00</u></td> </tr> </table>	Rate per hour service calls <i>outside normal business hours</i> (including weekends and holidays)		Mechanic: \$ <u>125.00</u>	Mechanic's Helper: \$ <u>90.00</u>	Journeyman Electrician: \$ <u>125.00</u>	Apprentice Electrician: \$ <u>90.00</u>	PLC Technician: \$ <u>125.00</u>	SCADA Technician: \$ <u>125.00</u>
Rate per hour service calls <i>outside normal business hours</i> (including weekends and holidays)									
Mechanic: \$ <u>125.00</u>	Mechanic's Helper: \$ <u>90.00</u>								
Journeyman Electrician: \$ <u>125.00</u>	Apprentice Electrician: \$ <u>90.00</u>								
PLC Technician: \$ <u>125.00</u>	SCADA Technician: \$ <u>125.00</u>								
C.	Percentage mark-up to the City of Bellaire above Vendor's cost for parts and materials. (Documentation of Vendor's cost will be required, when applicable) <div style="text-align: right; margin-top: 10px;"><u>20 %</u></div>								
D.	<table style="width: 100%;"> <tr> <td style="width: 70%;">State response time for service calls <i>during normal working hours.</i></td> <td style="width: 30%; text-align: right;"><u>1-2</u> Hrs.</td> </tr> <tr> <td>State response time for EMERGENCY service calls hours <i>during normal business hours.</i></td> <td style="text-align: right;"><u>1</u> Hrs.</td> </tr> <tr> <td>State response time for EMERGENCY service calls hours <i>outside normal business hours.</i></td> <td style="text-align: right;"><u>1</u> Hrs.</td> </tr> </table>	State response time for service calls <i>during normal working hours.</i>	<u>1-2</u> Hrs.	State response time for EMERGENCY service calls hours <i>during normal business hours.</i>	<u>1</u> Hrs.	State response time for EMERGENCY service calls hours <i>outside normal business hours.</i>	<u>1</u> Hrs.		
State response time for service calls <i>during normal working hours.</i>	<u>1-2</u> Hrs.								
State response time for EMERGENCY service calls hours <i>during normal business hours.</i>	<u>1</u> Hrs.								
State response time for EMERGENCY service calls hours <i>outside normal business hours.</i>	<u>1</u> Hrs.								

E.	<p>Vendor owns a crane truck for pump removal and install? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Vendor rate for crane truck owned: \$ 85.00 per hr</p> <p>If Vendor does NOT own a crane truck, describe how one would be accessed for pump and motor work and what the rate would be:</p>
F.	<p>Maximum % Increase per Renewal Year: 0 %</p>
G.	<p>Describe warranty information on work and service:</p> <p>1 year warranty on PUMPS &amp; MOTORS New &amp; REPAIR</p> <p>60 day labor warranty</p> <p>ELECTRONIC Devices &amp; Components</p> <p>Depending on Merchandise &amp; Vendor of it</p>

  
 Authorized Signature  
 ERNEST STRAMBLER  
 Print Name

Manager of Operations  
 Title  
 2/06/17  
 Date

THIS PAGE AND THE PREVIOUS ONE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**CSP No. 17-005**  
**ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR**  
**WATER AND WASTEWATER FACILITIES**

**VENDOR'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: 24/6 TECHNICAL SERVICES LLC  
 (Company Name)

1. Company SEVERN TRENT SERVICES  
 Street Address 2002 W. GRAND PKWY N #100  
 City, State & Zip KATY, TEXAS 77449  
 Contact Person Name & Title \_\_\_\_\_  
 Phone 281-917-9262 FAX \_\_\_\_\_ Email Greg. Paudhomme  
 Describe Scope of Work and dates of project/service: © STSERVICES.COM  
Install Plug valves & underground sewer line 10/28/16  
Install floats @ Sewer plants to shut off controls & call alarm system  
during high level 11/2016 Install, plumbed, wired Air Compressor @  
w/w 11/26/17
2. Company USW  
 Street Address 11210 Steeplecrest Dr. #360  
 City, State & Zip HOUSTON, TEXAS 77065  
 Contact Person Name & Title COREY BOSTICK GENERAL MANAGER  
 Phone 281-509-2865 FAX 832-756-2148 Email CBOSTICK@USWATERWORK  
 Describe Scope of Work and dates of project/service: Pulled Lift pumps 2/3/17  
Pulled Blower 2/1/17 Replaced limit switches on Bar Screen 1/23/16  
T/S PLC 1/16/16 T/S Pole Lights 1/16/16  
Replumb non potable water pumps & replace pumps 1/17/17
3. Company (City of Bellair) Prairie View  
 Street Address 100 University Dr.  
 City, State & Zip Prairie View, Texas 77446  
 Contact Person Name & Title Will JORDAN Project Manager  
 Phone 832-654-0098 FAX \_\_\_\_\_ Email WJordan@yahoo.com  
 Describe Scope of Work and dates of project/service: Replaced VFD for Sludge  
Pump #3 - 1/16/17 Pulled 4/P's 1, 2, 3, & 4 & deragged 2/3/17  
pulled Well Motor & reinstalled 12/16 Replaced Phase Monitor &  
Check Valve

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CSP No. 17-005  
ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR  
WATER AND WASTEWATER FACILITIES

EXECUTION OF PROPOSAL

DATE: February 6, 2017

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- X That this proposal was signed by an authorized representative of the firm.
- X That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X That all labor costs associated with this project have been determined, including all direct and indirect costs.
- X That the potential Contractor agrees to the conditions as set forth in this Competitive Sealed Proposals with no exceptions.

Therefore, in compliance with the foregoing Competitive Sealed Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

24/6 Technical Services LLC

Business Name

[Signature]  
Authorized Signature

2/06/2017  
Date

Ernest Strambler, Manager of Operations

Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**





**CSP No. 17-005**  
**ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR**  
**WATER AND WASTEWATER FACILITIES**

**PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**  
**AFFADAVIT**

I ERNEST STRAMBER certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any City staff, or elected officials since the date this **CSP No. 17-005 ON-CALL MECHANICAL AND ELECTRICAL SERVICES FOR WATER AND WASTEWATER FACILITIES** was issued except: 1) through the Finance Department or 2) as provided by existing work agreement(s).

The City of Bellaire reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: 24/6 TECHNICAL SERVICES LLC

[Signature]  
 Authorized Representative (Signature)

2/06/2017  
 Date

MANAGER OF OPERATIONS  
 Authorized Representative/Title  
 (Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



# CERTIFICATE OF LIABILITY INSURANCE

2.E.2.c  
DATE (MM/DD/YYYY)

02/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Joya Insurance Agency 13655 Bissonnet st suite 203 Houston, Texas 77083		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 281-983-5692 <b>FAX (A/C, No):</b> 281-670-9892 <b>E-MAIL ADDRESS:</b> joyabissonnet@gmail.com		
<b>INSURED</b> 24/6 TECHNICAL SERVICES Mr Ernest Strambler 7338 Tetela Houston TX 77083		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Nautilus Insurance Company		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TBI-NUA00423-6789	08/05/2016	08/5/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bellaire is added as an additional Insured on this policy.  
Electrical work interior and exterior, electrical trouble shooting and repairs.

<b>CERTIFICATE HOLDER</b> CITY OF BELLAIRE 7008 S. Rice Avenue Bellaire, TX 77401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Richard Bakre
--	--

**STATE OF TEXAS**

24/6 TECHNICAL SERVICES

ELECTRICAL CONTRACTOR



LICENSE NUMBER 29139  
EXPIRES 08/21/2017

**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

**STATE OF TEXAS**  
ERNEST J STRAMBLER

JOURNEYMAN ELECTRICIAN



LICENSE NUMBER 49304  
EXPIRES 09/07/2017

**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

STATE OF TEXAS

PETER W CRISMAN SR

JOURNEYMAN ELECTRICIAN



LICENSE NUMBER 36866  
EXPIRES 09/22/2016

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Text Eraser Image Signature

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

July 2015 to November 2015

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ERNEST STRAMBLER	
2 Business name/disregarded entity name, if different from above 24/6 TECHNICAL SERVICES LLC	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) P O BOX 721854	Requester's name and address (optional)
6 City, state, and ZIP code HOUSTON, TEXAS 77272	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

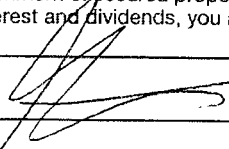
Social security number	
or	
Employer identification number	
46-3261846	

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 2/06/2017

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

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

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



24/6 TECHNICAL SERVICES



# CITY OF BELLAIRE BELLAIRE, TEXAS

7008 SOUTH RICE AVENUE  
BELLAIRE, TX 77401-4495

LICENSE YEAR:	2016
LICENSE NUMBER:	05837
EXPIRATION DATE:	December 31, 2016
LICENSE FEE:	\$ 115.00
ISSUED TO:	24/6 TECHNICAL SERVICES

MASTER ELECTRICIAN REGISTRATIO	\$ 85.00
EL MASTER ISSUING FEE	\$ 30.00

**THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE**

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CK#2237

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3.25.16

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1463261846900
File/Vendor Number:	482631
Approval Date:	14-OCT-2013
Scheduled Expiration Date:	14-OCT-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### 24/6 TECHNICAL SERVICES

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-OCT-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Evaluation Process Section G of Proposal for On-Call Mechanical and Electrical Services for Water and Wastewater Facilities - CSP N0: 17-005							
FOR CITY COUNCIL CONSIDERATION ON MARCH 6, 2017 PACKET ITEM							
Categories	Technical and relevant experience of the company & key personnel	Abidance to the CSP instructions & application is complete	Approach to the Scope of Work	References & previous contracting experiences	Financial Stability & Business Litigation	Financial Proposal	Total Points
Maximum Point Value	20	10	20	15	10	25	100
CSP Respondents							
24/6 Technical Services	17	8.75	17	15	8.75	18.75	85.25
Southwest Utilities & Underground	16.25	8.5	17	12.5	8.75	12.5	75.5
Coastal Pump Services, Inc	NOT SCORED DID NOT MEET MIN REQUIREMENT OF CSP- ON STAFF MASTER ELECTRCIAN						0
Pro-Tech Group	NOT SCORED DID NOT MEET MIN REQUIREMENT OF CSP- ON STAFF MASTER ELECTRCIAN						0
Average scores of review committee - Review committee members performed independent review. Review committee consisted of Charles Hawkins, Utilities Superintendent, Mark Longino, Chief Plant Operator, Jeremy Cochran, H2OMC.LLC and Diane White, Assistant City Manager							

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

City of Bellaire  
Preliminary Proposal Tabulation Sheet  
CSP No. 17-005 - On-Call Mechanical and Electrical Services for Water and Wastewater Facilities

Bidder/Address Date/Time of Bid Receipt	Normal Hours						Outside Normal Hours						Response Time (Hours)			Vendor	% Mark-up	% Inc.	Warranty
	Mech.	Mech.'s Helper	Jour. Elec.	App. Elec.	PLC Elec.	SCADA Tech.	Mech.	Mech.'s Helper	Jour. Elec.	App. Elec.	PLC Tech.	SCADA Tech.	Normal	Normal Emergency	O/S Normal Emergency	Rate for Crane/Hr.	Parts/ Materials	To Renew Each Year	
Electrical Field Services dba South Texas Utilities & Underground 27911 FM 2100 Huffman, TX 77336 Rec. 2/7/17 @ 9:35A	\$130.00	\$55.00	\$120.00	\$55.00	\$150.00	\$150.00	\$150.00	\$85.00	\$140.00	\$85.00	\$200.00	\$200.00	1-2	1	1	\$0.00	15%	10%	1 Year (Material & Labor)
Coastal Pump Services, Inc. P.O. Box 1277 Manvel, TX 77578 Rec. 2/7/17 @ 2:48P	\$85.00	\$65.00	\$85.00	\$65.00	\$85.00	\$85.00	\$110.00	\$85.00	\$110.00	\$85.00	\$110.00	\$110.00	2	2	2	\$110.00	28%	15%	1 Year (Material & Labor)
24/6 Technical Services P.O. Box 721854 Houston, TX 77272 Rec. 2/8/17 @ 9:22A	\$95.00	\$45.00	\$95.00	\$45.00	\$95.00	\$95.00	\$125.00	\$90.00	\$125.00	\$90.00	\$125.00	\$125.00	1-2	1	1	\$85.00	20%	0%	1 Year (Material) 60 Days (Labor)
ProTech Group P.O. Box 331760 Houston, TX 77233 Rec. 2/8/17 @ 9:31A	\$51.93	\$30.12	\$64.95	\$36.50	\$80.00	\$98.75	\$74.75	\$30.12	\$97.43	\$52.75	\$114.78	\$143.13	2	2	4	\$0.00	9.50%	2.375%	1 Year (Material & Labor)



# EVELYN'S PARK

Conservancy

P.O. Box 459 | Bellaire, TX 77402

WWW.EVELYNSPARK.ORG

a 501(c)3 non-profit organization

27 March 2017

Mr. Karl Miller, Director  
Parks, Recreation & Facilities  
City of Bellaire  
7008 Fifth Street  
Bellaire, TX 77401

Dear Karl,

Cub Scout Pack 130 and Boy Scout Troop 222, both of which meet at the Bellaire United Methodist Church Scout House, have offered to donate a flagpole, as well as installation costs, to be erected at Evelyn's Park at a mutually agreeable location determined by Evelyn's Park Conservancy (EPC) and the scouts, and subject to acceptance by The City of Bellaire (COB). If accepted, the donation would be an in-kind donation of the pole and installation, and not a cash transaction.

Considerations contemplated by the Scouts include a simple recognition plaque and access for flag ceremonies. The Scouts envision a small plaque, mutually agreed upon in terms of size, wording, and placement, that would most likely be attached to the pole itself. From time to time Scout groups would hold flag ceremonies at the flagpole.

The pole specifications are as follows:

- Height: 30'; accommodates 2 flags (US and Texas);
- Lighted

Evelyn's Park Conservancy (EPC) has accepted the offer, subject to agreement on location, pole specifications, plaque specifications, operational responsibility, and flag furnishing. EPC asks that COB accept the offer of the flagpole donation from Cub Scout Pack 130 and Boy Scout Troop 222.

Sincerely,

Denton Ragland  
Executive Director  
Evelyn's Park Conservancy

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## RESOLUTION NO. 17-\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ACCEPTING A DONATION OF A 30' FLAG POLE FROM CUB SCOUT PACK 130 AND BOYS SCOUT TROOP 222 OF BELLAIRE, TEXAS, TO BE INSTALLED IN EVELYN'S PARK.**

**WHEREAS**, the offer of a donation of a 30' flag pole has been made by Cub Scout Pack 130 and Scout Troop 222 of Bellaire, Texas, to be installed in Evelyn's Park; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, deems that the acceptance of this donation is in the best interest of the City of Bellaire, Texas; and

**WHEREAS**, the acceptance of this donation is beneficial to the City of Bellaire, Texas, and its citizens; **NOW, THEREFORE**,

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

**1. THAT** the City Council of the City of Bellaire, Texas, hereby accepts the donation of a 30' flag pole from Cub Scout Pack 130 and Scout Troop 222 of Bellaire, Texas, to be installed in Evelyn's Park.

**2. THAT** the City Council of the City of Bellaire, Texas, hereby expresses the gratitude of the City and its citizens to Cub Scout Pack 130 and Boys Scout Troop 222 of Bellaire, Texas.

**PASSED** and **APPROVED** this 3<sup>rd</sup> day of April, 2017.



(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## North Bellaire Special Development Area

Since the 1940s, the area just north of Fournace Place, between the present-day West Loop 610 on the east and South Rice Avenue on the west, has been devoted to technical/research functions and other office space, first by Texaco and in recent decades by Chevron Corporation. Through its zoning ordinance, the City of Bellaire applied a Technical Research Park (TRP) classification to the area, including several adjacent properties that front on Loop 610. One of these properties has long been in use as a gas station at the northwest corner of Fournace and the Loop. The zoning classification corresponded with a Business Park designation for this area on the Future Land Use and Character map within the City's Comprehensive Plan. This Land Use and Community Character section of the plan previously described the Business Park designation as appropriate for "areas already developed as, or envisioned for office and research and technology-related uses in a campus-like environment."



In summer 2016, Chevron announced its plans to remove all activities from this location by 2017 and sell the property. This turn of events opened up redevelopment possibilities for a contiguous, rectangular area of some 30 acres in north Bellaire, with the corner gas station property also going on the market. This is similar to significant property sales and land use transitions seen in nearby areas of central Houston, and particularly to the north around the West Loop 610 corridor through Uptown Houston. The difference is that Bellaire uses a Comprehensive Plan and zoning regulations to set parameters for land use and clarify desired community outcomes from new development and redevelopment activity. This is essential as the North Bellaire Special Development Area is bordered not only by busy arterial streets and a major freeway. Long-established neighborhoods of single-family detached homes are immediately north of the area and also to the south across Fournace Place.

Given this context, the area is envisioned as potentially accommodating a range of uses that would capitalize on this unique redevelopment opportunity, but with such uses located and designed to provide protection to adjacent residential areas. With an eye to the City's long-term financial outlook

and costs of public service provision, the development prospects for this area clearly must take into account the net tax base effect as the area transitions from its previous land uses. Along with creating value and quality for the community, residential options developed in the area should help to satisfy housing needs of current and prospective Bellaire residents at various stages of life (i.e., homes for young professionals and families, “downsizing” options for senior residents), to the extent that development economics allow. The predominant residential component should be single-family homes developed in a clustered fashion, on small lots and likely with a more vertical house profile (i.e., three-four stories) than seen previously in Bellaire but common in residential construction in the vicinity in recent years, including in redeveloping areas along Bellaire Boulevard in the City of Southside Place.

Multi-family development is provided for in several other areas of Bellaire, including within the Residential-Multifamily (R-MF) zoning district, as well as the more recently established Urban Village-Downtown (UV-D), Urban Village-Transit Oriented Development (UV-T) and Corridor Mixed Use (CMU) districts. For this reason, the North Bellaire Special Development Area is seen as more appropriate for other uses. However, if land costs and development economics make multi-family among the only viable residential options for the area, then limitations on the quantity and standards for the quality of such use should apply as in the UV-D, UV-T and CMU zoning districts. Likewise, any multi-family use in the Special Development Area should occur only as part of mixed-use development.

Non-residential development outcomes and amenities should contribute to residents’ quality of life through potential new retail and service uses, including restaurants. It is recognized that some portion of the area may still be attractive for office use, either as a stand-alone development or as part of a mixed-use scenario. Medical or other institutional uses are also possible, although tax-exempt uses, including public or faith-based educational campuses, are not desired given the fiscal considerations noted above.

The most intensive uses in the Special Development Area, and their associated vehicular access points, should be located along or near the Loop 610 frontage. A next tier of use intensity could occur along the South Rice Avenue frontage and, secondarily, along the Fournace Place frontage. The lowest development intensities, together with adequate separation and buffering, should occur along the northern boundary of the area, closest to the single-family homes that front on Mayfair Street. The current TRP district imposes a six-story building height limitation as was typical of various Bellaire zoning districts prior to more recently established districts that provide greater height flexibility. However, the existing office building on the Chevron site, constructed in the 1970s and situated close to Fournace, long ago set a precedent of 10 stories. As in the other Bellaire zoning districts that involve the interface between low-density residential and higher-intensity land uses, a “height-setback plane” (greater setback of upper portions of buildings) should govern the allowable height of potential multi-story buildings near single-family homes to maintain openness and protect residential privacy.

Property owners and developers always have the option of pursuing a Planned Development (PD) zoning approval for proposed development of some portion or all of the North Bellaire Special Development Area. As in other areas of the community, a PD application provides the opportunity to put forward a master-planned development approach that may involve an alternate set of land uses and/or special site design elements. Any such proposal would be vetted through a site plan review process and associated public discussion and hearings as provided for in the City’s development regulations and procedures.

Whether pursued through conventional development proposals or PD applications, the “clean slate” redevelopment opportunity afforded by this significant land turnover in north Bellaire should also lead to creative site planning and design that incorporates green and open space areas into any proposed development. The tree-lined frontage and pathway along the north side of Fournace Place should also be maintained and extended all the way to South Rice Avenue. Residential areas could include orientation of homes toward landscaped mews (open space common areas), with rear garage access, to yield a true sense of neighborhood for residents living in relatively close quarters compared to many other areas of Bellaire. In non-residential and mixed-used areas, pocket parks, landscaped plazas and seating areas, and generous plantings within street rights-of-way would provide the desired green amenities and area enhancement. Additionally, landscaping plans across the entire Special Development Area should have a core objective of extending the signature urban tree canopy of Bellaire into the interior of the area—including through targeted installation of mature oaks from off-site rather than only through smaller plantings for future growth.



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





**ORDINANCE NO. 17-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO CHAPTER 2, LAND USE & COMMUNITY CHARACTER, OF THE 2015 UPDATE TO THE COMPREHENSIVE PLAN FOR THE CITY OF BELLAIRE, TEXAS, TO REPEAL THE LAND USE CHARACTER DESIGNATION "BUSINESS PARK" AND REPLACE WITH A NEW LAND USE CHARACTER DESIGNATION "NORTH BELLAIRE SPECIAL DEVELOPMENT AREA" AND TO UPDATE THE FUTURE LAND USE MAP TO SHOW THE NEW DESIGNATION, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A".**

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

**THAT** the City Council of the City of Bellaire, Texas does hereby approve and adopt an amendment to Chapter 2, Land Use & Community Character, of the Comprehensive Plan for the City of Bellaire, Texas, as adopted by City Council on the 21st day of September, 2015, to repeal the land use character designation "Business Park" and replace it with a new land use character designation, "North Bellaire Special Development Area" and to update the Future Land Use Map to show the new designation, in a form as attached hereto and marked Exhibit "A".

**PASSED, APPROVED, and ADOPTED** this 3rd<sup>T</sup> day of April, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_

\_\_\_\_\_

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Tracy L. Dutton, TRMC  
City Clerk

Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

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Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

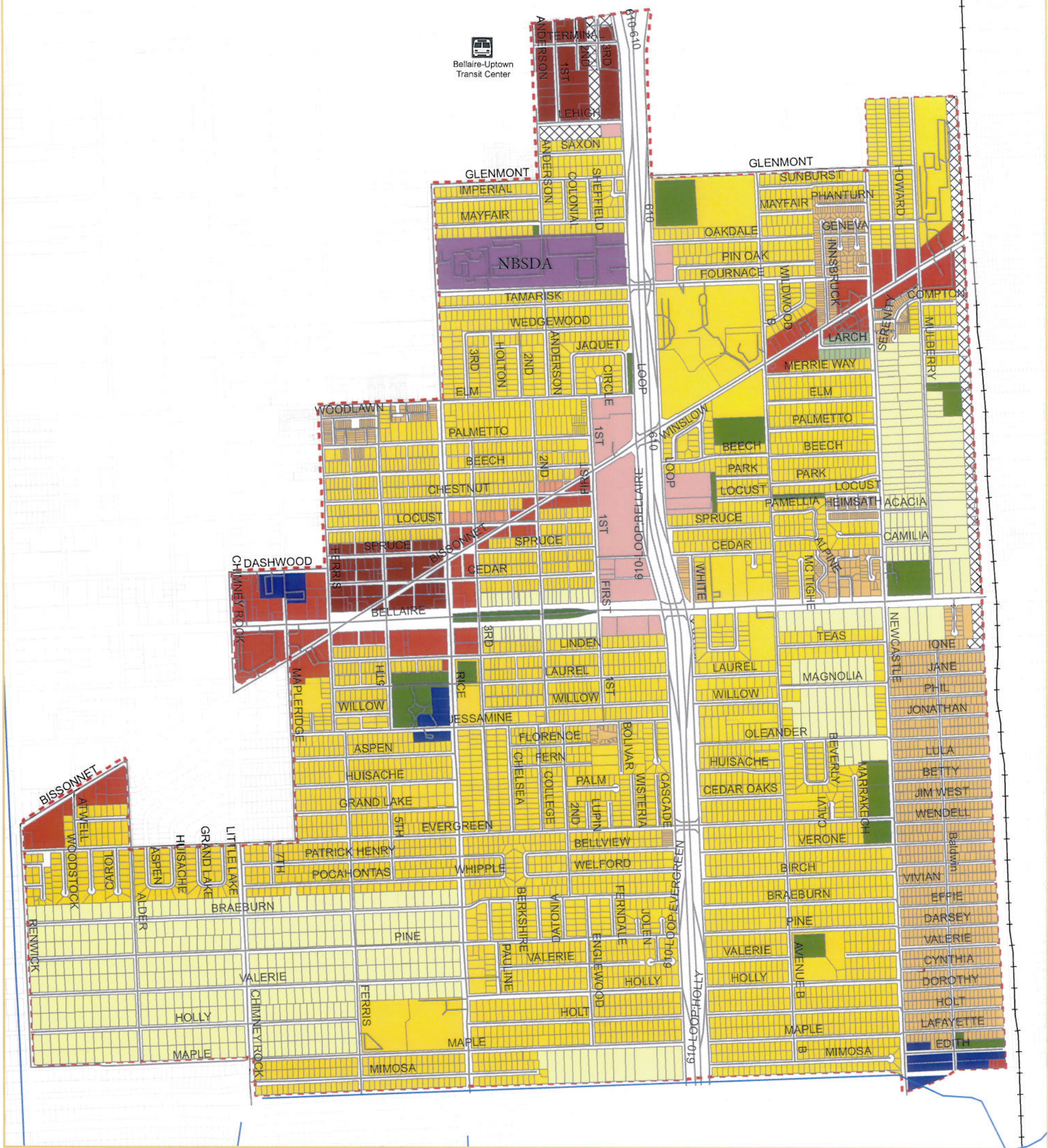


## EXHIBIT “A”

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# Proposed Future Land Use Map



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

MAP 2.2: FUTURE LAND USE & CHARACTER

- Suburban Residential
- General Residential
- Small Lot Residential
- Residential-Office Mix
- Corridor Mixed Use
- Urban Village
- Suburban Office
- N.Bellaire Special Development Area (NBSDA)
- Government
- Redevelopment Area
- Parks
- Transmission Lines

- Water
- Railroad
- Streets
- Parcels
- City Limits

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning boundaries.

1 in = 1,250 ft







FY 2017

**Council Questions**  
 Tax Exempt Property  
 Council Member Trisha S. Pollard  
 April 3, 2017

**Questions:**

What percentage of land is devoted to tax-exempt entities (excluding municipal) in the City of Bellaire?

What percentage of land is devoted to tax-exempt entities (excluding municipal) in a comparator city?

**Answer:**

	<i><b>Total Acres</b></i>	<i><b>Total Acres, Exempt</b></i>	<i><b>Percentage</b></i>
<i><b>Bellaire</b></i>	1558.752	167.1154	10.72%
<i><b>West University Place</b></i>	896.5392	45.0884	5.03%
<i><b>Southside Place</b></i>	113.5937	2.1617	1.90%

# *City of Bellaire*

## Written Comment Log Regular Session April 3, 2017

### Agenda Caption:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, adopting proposed amendments to the City of Bellaire's Comprehensive Plan and Future Land Use Map, with regard to the future redevelopment of the property locally known as the Chevron property. This property is identified as "Business Park" within the Comprehensive Plan, and is currently zoned as Technical Research Park District (TRPD). The property is generally located north of Fournace Place, between South Rice Avenue and the West Loop.

### Written Comments:

- 1) Rani;
- 2) Catherine Lewis, Ph.D.;
- 3) Laolu Yemitan;
- 4) Benjamin Lavine;
- 5) Edmond D. Wulfe, Chairman and CEO, Wulfe & Co.;
- 6) HFF, L.P.;
- 7) Michael and Lek Tweedy;
- 8) Ed Umbricht III;
- 9) Joe Keathley;
- 10) Bryan Wogenstahl; and
- 11) Ross and DeEtte Spence.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**Tracy Dutton**

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**From:** Rani [REDACTED]  
**Sent:** Monday, March 27, 2017 7:09 PM  
**To:** Tracy Dutton  
**Subject:** Chevron

I speak for my family and husband. We have no desire for the Bellaire high school, multi-family homes, apartments or commercial developments. We are already feeling encroached by construction and 610.

Crime and break-ins have gone up. The traffic on south rice is horrendous. The Walmart has attracted a community and traffic we never wanted when we moved to Bellaire. It is no longer a nice place to live. It is basically starting to look like a ghetto. The high school currently, is run down and ugly; and the invited neighborhoods who don't pay the same in taxes are also present. There is not exclusive or desirable about Bellaire anymore. Bad builders have moved in with bad construction and architecture. And no regulations that favor Bellaire residents.

This household votes a serious no on any more construction of any sort at the chevron property.

Sent from my iPhone

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Honorable Mayor and Council Members

Thank you for the care and concern that you expressed for the neighborhoods of north Bellaire at the public hearing last week. I urge you to oppose the Comprehensive Plan amendment sent to you by P&Z for the North Bellaire Special Development Area. Please remove multi-family, restaurant, and retail uses from the Comprehensive Plan, without kicking the can down the road to zoning. Ed Wulfe of Wulfe & Co., who already bought the Shell station, is watching for the rest of the acreage, per John McDonald. Wulfe builds retail centers -- Meyerland and Gulfgate were his projects -- so that is highly likely what he wants. Business park, office use, medical facilities, or detached single family residential with big or small lots, are compatible with our neighborhood.

Your discussion brought up some additional thoughts. Here are some more reasons that I urge you to oppose the amendment forwarded to you by P&Z:

- The possibility of flooding the market with single-family lots is a false premise. The market is much larger than Bellaire. We're surrounded by a huge market in West University, Braeswood Place, Medical Center, Rice Village, and the rest of Houston. Bellaire absorbs the demand because it is a premium area. However, townhouses have the same issues with upkeep and turnover that apartments have. There are plenty available in Bellaire and the surrounding area, including on Glenmont St.
- Why are business park and office space use not in the plan? The neighbors on Mayfair St. say that Texaco and Chevron have been good neighbors for all these years. The green space and paths around the old office spaces are appealing. Business park and medical facilities should be in the plan. If they're not in writing, then they're not in the plan.
- The plan for intensity of development betrays a lack of familiarity with our neighborhood, with respect to the proximity and size of the Chevron property. When I walked over to the McDonalds (4712 Mayfair) and the Payares (4708 Mayfair), I noticed that the Shell station is in plain sight, just a few steps away. The proposal says that the most intense uses will be along 610 loop -- the gas station plus open acreage to the north on 610 -- one lot space away from the McDonalds and the Payares. The proposal intends to alleviate impact on Mayfair St. residents by putting the least intense uses at the north end of the property. That just moves more intense development next to the Tamarisk St. backyards. The fault is that the Chevron property is almost the same width (east-west) as Meyerland plaza, but not nearly as deep in the north-south direction.
- The amendment says that the 10-story building that Texaco built in the 70s sets a precedent for future development. This kind of careless planning could lead to disastrous impact on the character of our neighborhood. As you can see in the photos from backyards on Mayfair (see agenda packet for the public hearing on March 20), the set back is not sufficient to keep the Chevron building, or future high-rises, from overshadowing their neighbors. Knock off 5 stories in those photos and the building disappears.
- You seem to think that the plan for UV-T is a failure. Then why do it again? In UV-D, businesses have migrated into formerly residential neighborhoods, such as Spruce and Locust Streets. Mayfair St., with all the lots that Chevron owns, could be next ...even though that is not on the table yet with this initial proposal.
- Grocery superstores and restaurants both make bad neighbors, because they generate food waste and smells ... plus rats, mice, possums, feral dogs, animal control and pest control

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



problems, literally across someone's back fence. Bellaire has already provided space for them in CMU and UVD.

- If you include the language about Planned Development (PD), saying "Property owners and developers *always* have the option of pursuing a Planned Development (PD).... *As in other areas of the community ...* " -- which Gary Mitchell admitted to Mayor Friedberg is not true because PD is not zoned in all other districts -- then haven't you set the precedent for all other zoning districts, if you pass this amendment? It seems poorly framed, even misleading.

Proper planning and zoning to protect the safety and security and quality of life in Bellaire should take priority over tax revenue. The P&Z proposal for the North Bellaire Special Development Area is concerned with financial gains of tax revenue from expensive developments -- whereas either residential or commercial renovation would at least quadruple current HCAD valuation of <\$50million. The purpose of zoning should be to draw desirable developments, while protecting the "City of Homes." Let the market bear what Bellaire zoning allows. Otherwise zoning is meaningless, and Bellaire loses its first-rate reputation for homes and the substantial tax base that Bellaire homes provide.

Thank you for listening to the video of the P & Z public hearing. I am grateful that the P&Z Commissioners had the minutes of the P&Z public hearing revised and expanded to show some of the concerns expressed. However, since Mr. Frazier did not summarize and forward the 10 written comments from the P&Z public comment period, if you haven't already, you might want to review them in pages 26-41 of the packet at <http://bellairecitytx.igmm2.com/Citizens/FileOpen.aspx?Type=1&ID=1547&Inline=True> .

Thank you.

Catherine Lewis, Ph.D.  


Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Mayor Andrew S. Friedberg  
 City of Bellaire  
 7008 S. Rice Blvd  
 Bellaire, TX 77401

RE: Chevron Property Sale and Subsequent Land Use

Mayor Friedberg,

I am writing to express my observations about what is a highly pertinent matter, with significant implications on the future of the city of Bellaire. The proposed sale and reimagining of the large tract owned by Chevron seems to have set off rumblings amongst some community residents, with most of the voices you are hearing being detractors from any consideration of commercial uses for the site. It is rather ironic that a subset of our neighbors are protesting the sale and conversion of a commercial site to an end-user, and demanding that the site be precluded from consideration for any subsequent commercial uses. This approach on its head is fundamentally inconsistent, and in my opinion shortsighted, as we have the best opportunity to facilitate conversion of perhaps the only remaining large tract within the city limits into the kind of comprehensive development that stands to significantly augment Bellaire residents' ability to 'live and play' in their own community.

As a decade-long Bellaire resident, I have watched similar groups of neighbors rise up in opposition to anything that remotely promotes growth and development in the area. Several attempts have been made to redevelop properties along Bissonnet, and those efforts have repeatedly been met with opposition from those raising the same issues of crime, density, and height nuisances. The reality is crime is already present in Bellaire and throughout the Greater Houston area, and new developments have seldom had an adverse impact on crime, but rather the contrary. Furthermore, the site is currently a dense commercial development with an eight-story high building on it, meaning any subsequent use as a commercial/mixed-use development is in line with its current use.

I am therefore urging you and City Council to think deeply as you deliberate not just the future use of this incredible property, but also the future you envision for Bellaire that you, I, and our progeny stand to enjoy in the years to come. If we miss out on this opportunity to create a true commercial district where residents can enjoy short commutes to, as this development currently offers, then I am afraid generations of future residents would have been robbed of what could have been a great complement to their community. In reading the comments of one of the public speaker's at your last meeting, I couldn't disagree more with the premise of the statement that "nobody moves to Bellaire to go shopping"; it would be like saying nobody moves into Tanglewood or River Oaks to go shopping, but just think if residents of River Oaks or Tanglewood had opposed development of the Galleria or the River Oaks shopping center. The reality is that people move to Bellaire for proximity, as well as quality of life reasons, and congruent with that desire is to promote developments that would enhance our lifestyle within proximity of where we live.

I am cautiously optimistic that you will act with the best interest of the greater good at heart, which in my opinion would be approving a comprehensive mixed-use development along Highway 610, and that you do not allow instinctive reactionary sentiments preclude Bellaire from the great city of the future where its residents can live, work and play.

Sincerest regards,



Laolu Yemitan

Cc: Bellaire City Council

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)





March 29, 2017

Honorable Mayor Andrew Friedberg  
Members of Bellaire City Council  
Bellaire City Hall  
7008 S. Rice Avenue  
Bellaire, TX 77401

RE: Comprehensive Plan and Future Land Use Map

Dear Mayor Friedberg and Members of Bellaire City Council:

A Wulfe & Co. partnership recently purchased the 2.5-acre site with an existing Shell service station on it located on the northwest corner of West Loop 610 South and Fournace Place in Bellaire. Our company has been active for many years in the Greater Houston Area and has extensive experience and working knowledge of the market place exemplified by its redevelopment of Meyerland Plaza Shopping Center just south of Bellaire and the recent mixed-use BLVD Place development in the Uptown Area. Of note, my daughters all attended Bellaire High School and currently two of them have homes in Bellaire.

Our site independently, or collectively with the Chevron tract, offers the City of Bellaire a unique opportunity to make possible a high-profile, mixed-use complex that could contain all forms of real estate development, including retail, office, medical, hotel, multi-family residential and single-family residential. The development would result in creating a high-profile people place for living, working and shopping, with dining and entertainment amenities. The possibilities are unlimited. However, a great deal of time, effort, and energy is required to envision a plan and orchestrate a development of this magnitude and complexity. Extensive market research, public outreach, and planning are paramount to integrate the various uses in the development and this takes time.

It has been brought to our attention that the city of Bellaire is considering an amendment of its Comprehensive Plan and Future Land Use Map to permit more potential uses to a developer than its current zoning designation. This is a critically important positive step to ensure the maximum possible benefits to the Bellaire Community in the redevelopment of these properties. The City of Bellaire would very much be a part of the process with its ability to control the plans and concepts through its zoning process.

The development principals and processes are the same whether it is the development of our 2.5-acre tract or Chevron's 32-acre tract independently or together. We believe it is in the best interest of the City of Bellaire and its residents to make it possible for a comprehensive, upscale mixed-use development with every consideration given to sensitively integrating it into the lifestyle of the neighborhoods to the benefit of all. We therefore strongly encourage the adoption of the amendment to the Comprehensive Plan and Future Land Use Map. We can make ourselves available for further discussions or questions if needed.

Thank you,

Edmond D. Wulfe  
Chairman & CEO

Cc: Paul Hofmann, City Manager, John McDonald, Director of Development Services  
Commercial • Retail Real Estate

Written Comment for Mayor & City Council  
City of Bellaire

Proposed Amendment to the City of Bellaire's Comprehensive Plan  
And Future Land Use Map

HFF, L.P. was recently hired by Chevron to advise on the disposition of the company's office complex and property in Bellaire, Texas. HFF's expertise lies in providing commercial real estate and capital markets services to the global commercial real estate industry.

Chevron has no plans to develop the 32-acre property and is selling in effort to consolidate and centralize its office space in downtown Houston. The property is the largest privately-owned tract of land within Bellaire and one of the largest close-in development tracts between the Houston central business district and Beltway 8. With frontage along the West Loop, Fournace and South Rice, this prime location will attract interest from many prominent developers. Given the characteristics of the property, developers will likely be interested in re-purposing the property into a mixed-use development with a variety of uses beyond its previous use as a corporate office and research park.

High land values in Bellaire will result in high quality development, regardless of the use. And unlike the city of Houston, Bellaire's zoning provides further safeguards by governing future land use. The property's current designation as a "Technical Research Park" is very limited and does not allow for many suitable uses, including residential.

Market conditions position the property for higher and better uses than those that currently exist, which could benefit Bellaire through greater amenities, additional housing options including single-family homes, and re-tenanting of the existing office buildings.

HFF supports the City of Bellaire's efforts to amend the property's designation within the Comprehensive Plan and Future Land Use map, as it will permit more potential uses than its current designation while maintaining control through the zoning process for specific uses. This will allow the city and the future owner to work together, with input from the community, to create a high quality mixed-use development that benefits Bellaire and its residents.

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

## Tracy Dutton

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**From:** Michael Tweedy [REDACTED]  
**Sent:** Wednesday, March 29, 2017 4:51 PM  
**To:** Andrew Friedberg; Tracy Dutton  
**Subject:** Tools for improved decision making in respect to P&Z and comprehensive plan.  
 Decision Matrix P&Z v 2.xlsx  
**Attachments:** Decision Matirix P&Z v 2.xlsx

Ms Dutton

Written Submission for Council Meeting April 4<sup>th</sup>

Attached please find an Excel decision matrix and tool set that would allow a more effective ranking and discussion of multiple strategic options for the Chevron site. To be used by the P&Z commission or the Council depending on the vote.. The Excel sheet can be printed.

I created the excel matrix leveraging frequently quoted financial, service burden and cost metrics for Evaluation as well as more subjective KPI's gleaned from the approved Urban Design and Beautification Conceptual Master Plan--December 2016.

Please note that the tool (<https://www.slideshare.net/hsumait123/decision-leadership-sdg-stanford-university>) is a product of Stanford University and Strategic Decisions Group as is the referenced App. "DQ" for Android phones— included below.

sincerely

Michael and Lek Tweedy

[REDACTED]  
 [REDACTED]  
 Business Mobile / Cell [REDACTED]  
 Home Phone [REDACTED]  
 Fax + [REDACTED]

## More about the tool and Process:

At the heart of SDG's service offering is Decision Quality (DQ), a practical and systematic methodology that improves strategic decisions and the ability to gauge their value potential immediately—not just in hindsight at some future point. Something which is clearly needed for the Chevron site.

Ensuring good Decision Quality begins with the recognition that the ability to make good decisions is neither inborn nor instinctive. A combination of art and science, DQ emphasizes **insight** over intuition, **analytics** over conjecture. Its application drives superior performance and yields significant returns on investment in such critical areas as resource allocation, organizational development, risk management, and business growth.



In a world of moving targets, shifting market terrain and unknown outcomes, this DQ Tool and Matrix will help key Bellaire decision-makers achieve lasting improvements in performance and value creation. Entities that apply DQ don't simply manage risk. They leverage uncertainty and turn it to their advantage.

Effective decision leaders in those entities diagnose the situation in order to determine the best decision process. They:

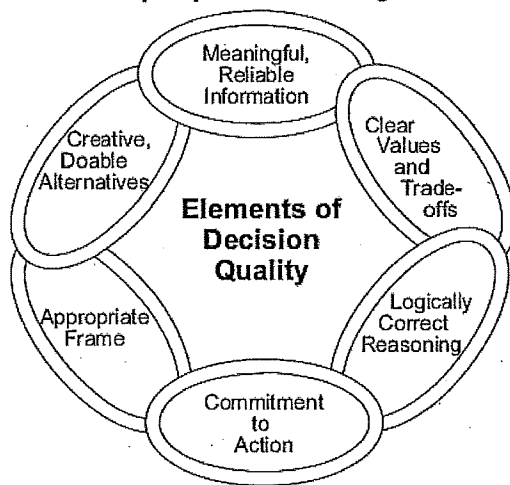
1. See the destination – a high-quality decision
2. Diagnose a decision situation
3. Design an effective and efficient decision process
4. Lead the decision process
5. Assess the level of quality achieved

The effective decision leader asks the crucial questions: the “What,” the “When,” and the “Who.” • Who should be involved in the decision? – Who decides? – Who knows (who has the content that we need)? – Who leads the decision process? What is our purpose in deciding? – Has a decision been “declared” already? – How important is the decision? – What is the nature of the decision? – What makes this decision difficult? • By when does this decision need to be made? – Who should be involved to assure success in implementation?

6. A diagnosis of the situation results in an initial frame.

**Note that like a chain the decision quality is only as good as the weakest link.**

**A high-quality decision produces personal and organizational commitment to the best prospects for creating value.**



**These links also specify good design principles for each decision.**

INFORMS 05-01-03

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The quality of a decision depends on the following six dimensions:

- 1) Defining the appropriate frame (clear purpose, **right people in the room**, conscious situational perspective, and defined scope)
- 2) Generating creative and doable alternatives (significantly different, **comprehensive**, and compelling alternatives)
- 3) Using meaningful, and reliable information (understanding the relevant and material information including uncertainties; assessing uncertainties by using reliable sources and avoiding typical biases)
- 4) Applying clear values and trade-offs (the explicit statement of our wants in terms of decision criteria and the trade-off values among decision criteria)
- 5) Logically correct reasoning (sometimes this requires a model)
- 6) Commitment to action (gaining motivation and commitment to action from the decision-maker(s) and key stakeholders)

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Spider Diagram measures<sub>2</sub> decision readiness and quality

And Yes there is an APP for That:

## **DQ- Decision Quest from Strategic Decisions Group in Productivity for Everyone**

*Decision Quest (DQ) supports android v2.3 and later. The DQ app enables decision-makers (executives in organizations as well as individuals) to apply the concepts of Decision Quality to improve their decision making. The DQ app allows users to keep track of the decision-maker(s) involved in a certain decision, the associated decision deadline and the progress on each of the six dimensions of Decision Quality. The DQ app users can access a list of guiding questions and a detailed tutorial to understand the concepts of Decision Quality and to facilitate the application of the concepts to improve decision making.*

Decision matrix

City of Bellaire Decision Matrix

		Probable cost In Millions of USD	Costs of public services for each Option	Net tax base for option on 30 acre "chevron" site	Revenue enhancement for Homeowner and Taxpayer	Revenue for City	Community disruption during development	Community disruption after completion of development	Bellaire Brand	Sustainability	Destination	Connectivity	Green infrastructure	Social Landscapes	Score per option	COMMENTS
		\$\$ Millions	if unable to determine actual \$\$ then use subjective ranking : *10* is much higher than today and highest of all options, *1* is much less than today current state and least of all options , *5* is same as today/current state	\$\$ Millions		\$\$ Thousands	if unable to determine actual \$\$ then use subjective ranking : *10* is much higher than today and highest of all options, *1* is much less than today current state and least of all options , *5* is same as today/current state	if unable to determine actual \$\$ then use subjective ranking : *10* is much higher than today and highest of all options, *1* is much less than today current state and least of all options , *5* is same as today/current state	<div>Leverage Urban Design and Beautification Conceptual Master Plan December 2016 HIGH - 8-10 completely aligned to Bellaire Vision master plan MEDIUM -4-7 some alignment with Master LOW 1-3 little alignment with Master 0- NO apparent alignment as determined by majority of P&amp;Z Commission</div>							
Potential Development Options	TRB															
	TREND															
EXAMPLE OF USE																
Single family home R1		142.00	5.00	\$ 142.00		\$550,108	5	5	10	10	10	8	10	10		71 R1 lots assuming 2 million for average price with home ( 30 acre =1.307 Mil sq ft/ 18400 sq ft=71) Tax rate times 2.0 Mil per home = \$7,748 taxes per year per home = 550K revenue
Single family home R3																
Single family home R4																
Single family home R5																
Mixed use																
3-4 story Vertical townhouses with small lots and mews																
multi family high rises not exceeding 6 stories																
Other Options																
Other PD																
current state-Light industrial Technology park						\$ 270,000.00										
TOTAL SCORE		142.00	5.00	\$ 142.00		\$820,108.00	5	5	10	10	10	8	10		\$ 8,616	

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Ed Umbricht III  
[REDACTED]  
[REDACTED]

March 29, 2017

City of Bellaire  
7008 S. Rice  
Bellaire, TX 77401

Honorable Mayor and Council Members,

While I participated in discussions with my neighbors and in presentations at public hearings, I also observe the interactions. I have noticed that some of my neighbors' frustrations come from miscommunications that are not readily apparent.

My neighbors and I read the Comprehensive Plan and reflect on the principles and goals there. We align our concerns with principles we see and plead them to our leaders. We have not heard any direct responses yet, since there hasn't been an actual vote. But P&Z did not address our concerns in their recommendations, and from the Q&A after our presentations, we don't hear our leaders addressing the principles in our concerns or in the Comprehensive Plan.

P&Z recommends we open the field to more options now, and suggests we can address the principles later. But nobody offers an affirmative reason why we should wait. Nobody responds with principles.

We get confused. We present principles and expect responses in principles. When they don't come, we don't know if we're being ignored or if we simply aren't being told the principles the decisions will be made with.

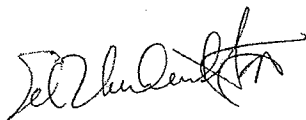
With no explanation, we make guesses. We're certain we aren't being ignored, so the guesses focus on the principles P&Z might be using to make its recommendations. Some of the guesses gain momentum and look like conspiracy theories. The guesses and theories are denied, but they aren't answered. And the frustration grows. I think you witnessed that in public hearings.

My neighbors agree that if the city can respond in principle later, we ought to be able to respond in principle now, without waiting to see what kinds of offers Chevron and the city get. That is what we are asking Council to do. Take a stand. Please restrict or define the use of the property now, before anyone is tempted by the economics of an offer or the profitability to a developer.

If your stand is we must wait to consider restrictions to development of the Chevron property, then please offer affirmative principles that explain why we must wait. If the principles are not consistent with principles in the current Comprehensive Plan, then add an explanation. We might not like the principles and we might not agree. But at least the response would be on the same level as our concerns. Our guesses and theories would be resolved, not just denied. And any remaining frustration would be factual rather than based on a growing confusion.

Thank you very much. I do appreciate your ability, efforts, and your leadership. And I appreciate the opportunity to participate in this way and in public hearings.

Sincerely,



Ed Umbricht III

**Tracy Dutton**

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**From:** Andrew Friedberg  
**Sent:** Thursday, March 30, 2017 10:30 AM  
**To:** Tracy Dutton  
**Subject:** Fw: The Chevron Property

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**From:** Joe Keathley [REDACTED]  
**Sent:** Thursday, March 30, 2017 10:27 AM  
**To:** Gus Pappas; Pat McLaughlan; Roman Reed; David Montague; Michael Fife; Trisha Pollard; Andrew Friedberg  
**Subject:** The Chevron Property

Dear Mayor Friedberg and City Council Members,

When I read in the Examiner this week that the RESIDENTS of Bellaire wanted the Chevron property to be zoned for nothing other than single-family residential homes I did a double take.

I am a 76 year old native Houstonian and have been living in Bellaire for 32 years. I grew up in the Lanier neighborhood and went to Lanier and Lamar. I ran around with kids in my neighborhood, West University, River Oaks, Afton Oaks, Tanglewood, Memorial and Piney Point. I've been married for 53 years to my high school sweet heart that lived in Tanglewood. We started driving at 14 so I've seen all these neighborhoods grow and develop. I remember when Bellaire and the Village had so many things in common. Except for the housing that is not true today. Far from it. When I go to breakfast at the Bellaire coffee shop and walk through the old shops, I say to myself, how can this be. I've watched The Village, Highland Village, River Oaks, Memorial and The Heights develop and grow with new modern restaurants, bars, shops, and other multi-family developments until they are about to pop. And here it still sits, the OLD Bellaire Triangle that opened the year I graduated from Lamar in 1959. That's 58 going on 59 years.

Now comes the GOLDEN OPPORTUNITY, a bird nest on the ground, a real chance for the people of Houston to sit up and take notice of Bellaire. Something to offer besides all the multi-million dollars homes. A big new modern shiny 30 acre development easy to access with cool new restaurants, retail shopping with green areas to sit out and have an ice cream cone with the kids or a cold beer. I had an old friend in from out of town that suggest we go have a beer and watch the Astros. You guessed it, there wasn't a place in Bellaire. With Tilman Fertitta and dozens of other big time restaurant, retail groups and developers and the experience of the Mayor Friedberg and City Council I'D HOPE A MASTER PLAN could be worked out. I'd think they would welcome the opportunity. Where would we be if someone had not come along and revived Meyerland Plaza.

Please don't rush into anything on this ONCE it's a lifetime opportunity. This would really be something to be proud of and a GRAND achievement.

I will be out of town on April 3rd and don't know the protocol of the meeting but hope this letter can be read at the meeting. I appreciate this opportunity to give you my thoughts Good luck, this is a tough assignment.

Respectfully yours,

Joe Keathley

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**Tracy Dutton**

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**From:** Bryan [REDACTED]  
**Sent:** Thursday, March 30, 2017 11:37 AM  
**To:** Tracy Dutton  
**Subject:** Council Consideration Of The P&Z Recommendation For The Chevron Property

I understand that comments need to be in by noon today to be included for the Council meeting next Monday evening.

As I have previously stated multiple times in public comments & do so again now, I urge Council to reject the current P&Z recommendation for the Chevron property reclassification. The people of the far north side of town do not want anything other than single family houses on that property. P&Z appears to have disregarded all the public comments at their meetings by including so many other uses in their recommendation to Council. Please send this back to P&Z & demand that they use the public opinion to rewrite their recommendation to Council.

Thank you very much.

Bryan Wogenstahl  
[REDACTED]

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**Tracy Dutton**

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**From:** Andrew Friedberg  
**Sent:** Thursday, March 30, 2017 4:06 PM  
**To:** Tracy Dutton  
**Subject:** Fw: Chevron Property

**From:** Ross Spence [REDACTED]  
**Sent:** Thursday, March 30, 2017 2:19 PM  
**To:** Andrew Friedberg; Trisha Pollard; David Montague; Roman Reed; Gus Pappas; Pat McLaughlan; Michael Fife  
**Cc:** 'DéEtte Spence'  
**Subject:** Chevron Property

We are Bellaire residents living at 4582 Elm. We hope that City Council will not approve or continue any mixed-use or multi-family use of the property being vacated and sold by Chevron. Punting the issue to Planning and Zoning is not fair to that Commission or to Chevron. The overwhelming sentiment of the citizens of the City of Homes is that they want more homes, not apartments or mixed-use. This is a once-in-a-lifetime chance to connect neighborhoods and to solidify the northern portion of Bellaire as a viable neighborhood of single-family homes. We hope you will not let it pass. In 20 years or less you will regret it if you do.

Sincerely,

Ross and DeEtte Spence

[REDACTED]  
 Direct Dial: [REDACTED]  
 Direct Fax: [REDACTED]

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Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



April 3, 2017

## City Staff Response to Questions Relevant to the Proposed North Bellaire Special Development Area

### Question #1:

What is the relationship between the comprehensive plan and zoning?

### Answer:

The comprehensive plan provides a City with the opportunity to look beyond precise and specific zoning issues and provide guidance for the future use of land and development in the community. A properly developed, well thought-out comprehensive plan can be of great value to a community in its efforts to improve quality of life, make more efficient use of financial and other resources, provide a cleaner environment, and build an economically healthy community. As our Comprehensive Plan states, "Local planning allows the City of Bellaire to have a greater measure of control over its destiny rather than simply reacting to change."

However, the value of any comprehensive plan is directly related to the community's willingness to follow the plan, and its diligence in keeping the plan current and relevant to today's conditions. Once adopted the plan must be implemented through appropriate zoning regulations, and changes to the zoning districts or map.

### Question #2:

Why would we amend the comprehensive plan now? What are we hoping to accomplish?

### Answer:

Amending the Comprehensive Plan now sends a message to those who might wish to develop the Chevron property that the City has a vision and that any future development needs to meet that vision. It furthermore benefits the adjacent property owners by communicating the limits on what uses the city prefers for the site, informing neighbors of the changes in the area, and allowing them to participate in the planning process that sets the parameters of development.

### Question #3:

Why wouldn't we amend the zoning now?

### Answer:

State Law requires that zoning be based on a Comprehensive Plan and therefore the plan must be amended to set the long-term planning goal for the area prior to the development of regulations which are designed to implement that goal. At this time, no project is on the table to be reviewed. Premature zoning and premature descriptions of what might be restricted to planned development of the property may limit beneficial options that can still be fully regulated and considered through the public zoning process.

**Question #4:**

What are the fiscal/economic/tax base implications? Is it appropriate to consider those implications now? Is it appropriate to consider those implications during the zoning process?

**Answer:**

For Tax Year 2016, Chevron's total assessed value for real and personal property was \$81,889,532 which generates approximately \$317,240 in property tax revenue. Of that amount \$258,123 is for real property and \$59,117 is for personal property. In the decision-making process the consideration should include the potential loss of personal property taxes as this is equipment, furniture and fixtures that were kept inside the business.

One reason well managed cities plan is to protect and sustain a city's financial condition.

**Question #5:**

What can be done to address the concerns of the neighbors?

**Answer:**

The City Council has been consistent in ensuring that existing residential neighborhoods next to commercial and mixed-use districts are protected through the implementation of zoning codes that set a high standard for buffering and screening. The height-setback plane is a prime example of a method that has been implemented in multiple districts to ensure protection of adjacent residential properties.

**Question #6:**

Specifically, what is or can be done to address design standards, e.g., the quality of the built development?

**Answer:**

The UVT, UVD, and CMU districts all have associated design standards for development to ensure a higher level and more durable development. Any new district, including one associated with the Chevron property, would include specific design standards as well. Additionally, single-family residential has no design standards set forth by City code.

**Question #7:**

Specifically, what is or can be done to address drainage concerns?

**Answer:**

Drainage is addressed in two areas: within the zoning code and the subdivision requirements. Through zoning, the City can set maximum lot coverage and green space requirements. The subdivision ordinance requires drainage, including detention and runoff, be addressed for a property. All projects are reviewed by the City Engineer to ensure compliance with City regulations. This is to address mitigation for any increases in lot coverage over past development, as well as in an effort to address any specific area drainage problems.

**Question #8:**

Why don't we eliminate the possibility of multifamily development right now? Don't apartments cause maintenance, appearance, gang-related problems?

**Answer:**

Multi-family housing can be a key component of a successful development, supporting the success of commercial developments, as well as provide an alternative dwelling choice to city residents. The Planning and Zoning Commission recommendation makes it clear that multi-family development is not a preferred use.

All housing types can have maintenance and appearance issues; there are plenty of single-family detached neighborhoods that don't live up to the standard set by Bellaire. As high quality homes are built and maintained in Bellaire, so can quality multi-family developments. A combination of high design standards, strict building codes, and quality law enforcement make Bellaire the standard for living; whether in a single-family house, townhome, or multi-family unit.

**Question #9:**

What do we mean by life cycle, or generational housing? Why isn't the suggested comprehensive plan wording more specific?

**Answer:**

The Comprehensive Plan includes the concept of in Chapter 2, Land Use and Community Character, and specifically lists it in Goal 2.2, stating: "Respond to the need for smaller dwelling sizes and more affordable options for current and potential Bellaire residents at various "life cycle" stages (e.g. young adults..., young professionals with families; empty nesters; seniors, etc.)."

**Question #10:**

What is going on with the remediation activity? What is the city's role in regulating contaminated soils or groundwater?

**Answer:**

Chevron is conducting assessment and cleanup of the former Bellaire Research facility located at 5901 S. Rice Blvd. in Bellaire under the oversight of the Texas Commission on Environmental Quality's (TCEQ's) Corrective Action program. Soil borings and monitor wells installed at the site identified shallow (approximately 15 to 55' below ground surface) groundwater impacted with chlorinated solvents, petroleum hydrocarbons semi-volatile compounds and metals. Based on the information available to date, there does not appear to be an exposure of concern to the groundwater contamination (e.g., municipal water source is provided to the area, no surface water bodies appear to be potentially affected by the release, distance to and depth of public water supply wells, etc.) Assessment and cleanup of the site is ongoing. According to available records, the City of Bellaire public water supply wells are located almost a half mile and cross-gradient from the impacted shallow groundwater, and the supply wells produce water from the much deeper Evangeline Aquifer (total depth approximately 1,650').

The City doesn't have regulatory authority. Water quality is within the purview of the TCEQ. In fact, Texas cities that provide water and wastewater services to their constituency are required to adhere to TCEQ requirements for quality, safety and effluent discharge amongst other things.

**Question #11:**

Why would city staff persons speculate on potential land use outcomes?

**Answer:**

City staff has numerous conversations with potential business owners and developers. Potential land use is always a topic, especially when looking at areas under consideration for rezoning and redevelopment. Staff does its best to share logical scenarios based on experience and information available. It is always made clear that the ultimate decision will be made by the City Council.

**Question #12:**

Wouldn't it be a good idea to simply at this point require the property develop as single family detached?

**Answer:**

The City is currently predominately single-family detached housing. Last year, only 65 new homes were constructed in the City. We are on pace to hit the same number this year. Leaving the corner gas station in place, leaves room for approximately 120 new homes sites (R-3). This many new residential lots on the market will have a negative impact on the turnover of the older housing stock. The development of 120 new home sites would take years to complete under normal build out conditions. Additionally, as residential subdivision developers prefer to build out these new neighborhoods and sell out the lots in a timely manner, we leave ourselves open to having a lower quality builder come in to develop the site. It must be remembered that we do not have any design standards for single-family residential dwellings.

Furthermore, a single-family residential district would leave the office buildings on the Chevron property and the corner service station as non-conforming uses, limiting the ability of both sites to redevelop.





**To:** City Council  
**From:** Andrew S. Friedberg, Mayor  
**Date:** March 30, 2017  
**Re:** Comprehensive Plan and Future Land Use Map Amendments – Chevron Property

On Monday evening we will deliberate as an action item the proposed amendments to the Comprehensive Plan and Future Land Use Map relating to the Chevron property, which proposed amendments were the subject of the public hearing at our last Regular Session. When this item comes up for consideration on Monday, I intend to offer as an amendment a package of revisions that I believe (1) will help clarify the proposal and emphasize its protections by stating them more expressly, and (2) are also responsive to the public input we received, including by taking those protections a bit further by introducing them earlier in the process.

I am submitting this memo with my proposed revisions for inclusion in the packet, to give Council and the public an opportunity to review them in advance of the meeting.

## FRAMING THE ISSUES

### A. PLANNING VS. ZONING: PLANNING IDENTIFIES POTENTIAL LAND USES, ZONING THEN PROTECTS THE PUBLIC INTEREST BY REGULATING THOSE USES

As an initial matter, in my view there's a major disconnect underlying the public discourse on the proposal. It's a *planning* document, but the discussion has largely focused on *zoning* concerns. Understandably and rightly so—the neighbors are looking for assurances they'll be protected against various uses being proposed, and want to understand how. For the most part, those protections don't appear in the proposed text, but that's because it's a planning document.

Given that planning is about uses, I believe what's missing in the discussion is an appreciation of the distinction between *permitted uses* on the one hand, and *specific uses* and *planned developments* on the other, and how that distinction serves to protect the adjacent residential neighborhood. The proposed text does not expressly address the difference between them, again because as a planning document it typically wouldn't. The distinction is found in the zoning regulations, not in the Comprehensive Plan.

Here's how it works:

- **Permitted Uses:** Single-family residential, for example, if included in the zoning as a permitted use, could be developed by right. As long as what the developer wants to do complies with the zoning code, it would be automatically permitted without further P&Z or Council proceedings.

- **Excluded Uses:** At the other end of the extreme are uses not on the list at all. Such as an amusement park. Developers would be told not to waste their time; we're simply not interested and won't even entertain an application.
- **Specific Uses/Planned Developments:** In between those two extremes are uses made possible as specific uses or planned developments. While not automatically allowed as permitted uses are, these uses could be proposed by the developer and then go through two levels of review—first by P&Z and then by Council—including two public hearings. If we don't like a proposal, we can say no to it.

In sum, while permitted uses can be developed by right, we will have the ability to consider, then approve or reject after two public hearings, anything else.

So why would P&Z have supported including on the list possible uses that the neighbors clearly don't favor? Because they recognized we don't yet have an actual development proposal to consider, and perhaps felt it premature to rule out possibilities we might at least like to see, and can still reject when the time comes. They approached it from a planning perspective, while some of the neighbors who spoke at the hearing were jumping ahead to zoning. P&Z understood that since the distinction between permitted uses and specific uses/planned developments would be adopted in the zoning at the appropriate time, the contemplated uses the residents are concerned about would not necessarily be permitted by right.

With all of the foregoing in mind, I respectfully submit it's not that P&Z ignored the public input they received. The problem, in my opinion, is that P&Z and the neighbors were talking past each other.

To resolve this disconnect, I propose revising the text to expressly distinguish between permitted uses and uses made possible as specific uses or planned developments. I freely admit that doing so breaks with convention by introducing *zoning* language into a *planning* document, and that it establishes zoning-type restrictions before we've even gotten to the zoning part of the process, which I'll also admit goes further than P&Z did. I'm comfortable with that, because in this situation (which is unique for a number of reasons) I think it's important to give those assurances to the neighbors now, even at the planning stage. And I don't think we'd be giving up too much flexibility, either, though of course I recognize that's debatable.

## **B. PAINTING WITH TOO BROAD A BRUSH, AND THEN THERE'S THE OFFICE BUILDING TO CONSIDER**

My other main concern with the arguments we've heard, as I expressed at the public hearing, is that the Chevron site is not uniform across its entire area and does not necessarily need to be planned and then zoned as if it were. To my mind the frontage along 610 might be appropriate for uses that would not be appropriate adjacent to the homes on Mayfair. Plus there's the office building, which makes the property less of a "clean slate." Whether it stays or goes isn't our call, but in its immediate vicinity single-family homes might not be so desirable and

therefore should not be the sole development possibility. Providing some other options—as specific uses or planned developments, not permitted uses—will allow developers to at least think about how they might incorporate the existing office building, but with no guarantees of approval. The same is true, though perhaps to a lesser extent, of the existing gas station. Point is, those parts of the property should offer a bit more flexibility than along the northern boundary, adjacent to the homes on Mayfair.

The proposal (next-to-last paragraph on page 2 of 3) does call for different tiers of use intensities. My amendment would take that a step further by committing to single-family residential as the only permitted use throughout the entire property, and contemplating other uses—as specific uses or planned developments—in the areas identified for higher and moderate use intensities (further removed from the adjacent neighborhood).

### WHAT I’M PROPOSING

Accompanying this memo are the revisions I will offer on Monday (redlined and a clean copy for readability). To summarize what I’m proposing:

The two revisions already discussed above, to emphasize neighborhood protections

**Revision 1.** Expressly distinguish between permitted uses and uses made possible as specific uses or planned developments, so that it is better understood that not all of the contemplated potential uses would automatically be available by right, and the City would still have the opportunity to reject specific proposals after review by P&Z and then Council, including two public hearings.

**Revision 2.** Build upon the existing language that recognizes different levels of development intensity in different portions of the property, by committing to single-family residential as the only permitted use in all portions and allowing for other possibilities—as specific uses or planned developments—in areas further removed from the adjacent homes on Mayfair and especially in the immediate vicinity of the existing office building.

- Because this revision elevates the prospect of a large-scale residential development, in contrast to the incremental homebuilding that we’ve seen over the past few decades in Bellaire, I additionally suggest consideration of residential design standards in the zoning regulations for this area to ensure quality development outcomes.

Other revisions responsive to public input

**Revision 3.** Eliminate multi-family as a contemplated use.

- It has already been acknowledged that P&Z left this open, essentially leaving it to Council to decide whether to take it out.

- Even the proposed text itself presents multi-family only as a contingency. After noting that multi-family is already provided for elsewhere in the City and for that reason is less desired for the Chevron property, it then goes on to provide for it “if land costs and development economics make [it] among the only viable residential options for the area.” As I suggested in a question I raised at the public hearing, we don’t need to make this compromise now; if we leave it out and the land doesn’t redevelop in the coming years, future Councils can revisit it at that time if they feel they need to.

**Revision 4.** Eliminate tax base considerations from the stated rationale for the North Bellaire Special Development Area and its future land use.

- Anticipating possibly vigorous discussion on this point, I would respectfully suggest that regardless which side of the issue you’re on, the language in question doesn’t really add anything to the text overall. Even accepting tax base enhancement as the objective—or at least, an objective—it doesn’t need to be in there for its supporters to have their way.
- Relatedly, I propose rewording the section that refers to “capitalizing” on the opportunity for redevelopment. I understand how the phrase was intended but more than one speaker read it a different way.
- Also take out their tax-exempt status as the reason for rejecting public or faith-based educational campuses, and instead point to their prevalence elsewhere throughout the City.

**Revision 5.** Eliminate the reference to the existing office building having “long ago set a precedent of 10 stories,” which is to suggest that future zoning should simply adopt that as a height limitation, and simply for that reason.

**Revision 6.** Soften somewhat the language expressing desired “lifecycle” residential development outcomes.

**Revision 7.** Strike as unnecessary the specific calling out of restaurants from among the range of potential “retail and service uses.”

## CONCLUSION

Planning and zoning almost always involves a balancing act. P&Z and then Council must consider both the broader community’s stated objectives and the desires of the nearby residents most affected by a proposed change. For the past several years our Council Priorities document has included a commitment to “[r]emain sensitive to and address commercial/institutional

impact on adjacent residential areas.” (And I’m well aware of the intent of that language, as I was the one who proposed it.) That commitment helps guide us in our balancing act.

In defense of P&Z and the proposed text presently under consideration, as I hope I have demonstrated above it does include protections for the adjacent residential areas. But for the most part it does so implicitly; the amendment I will offer on Monday (revisions 1 and 2) would take those protections and state them explicitly, to make them more easily understood and to provide assurances to the nearby residents that they’re in there. To be sure, by adding in zoning-type restrictions at this stage of the process my proposal does take those protections further (or at least earlier) than P&Z intended, and further than would typically be included in a planning document, which are important considerations for discussion. My remaining revisions (3-7) are intended to be responsive to specific comments we received in the public hearing.

Thank you for your consideration of my proposed amendment. I look forward to a good discussion on Monday evening.

A.S.F.

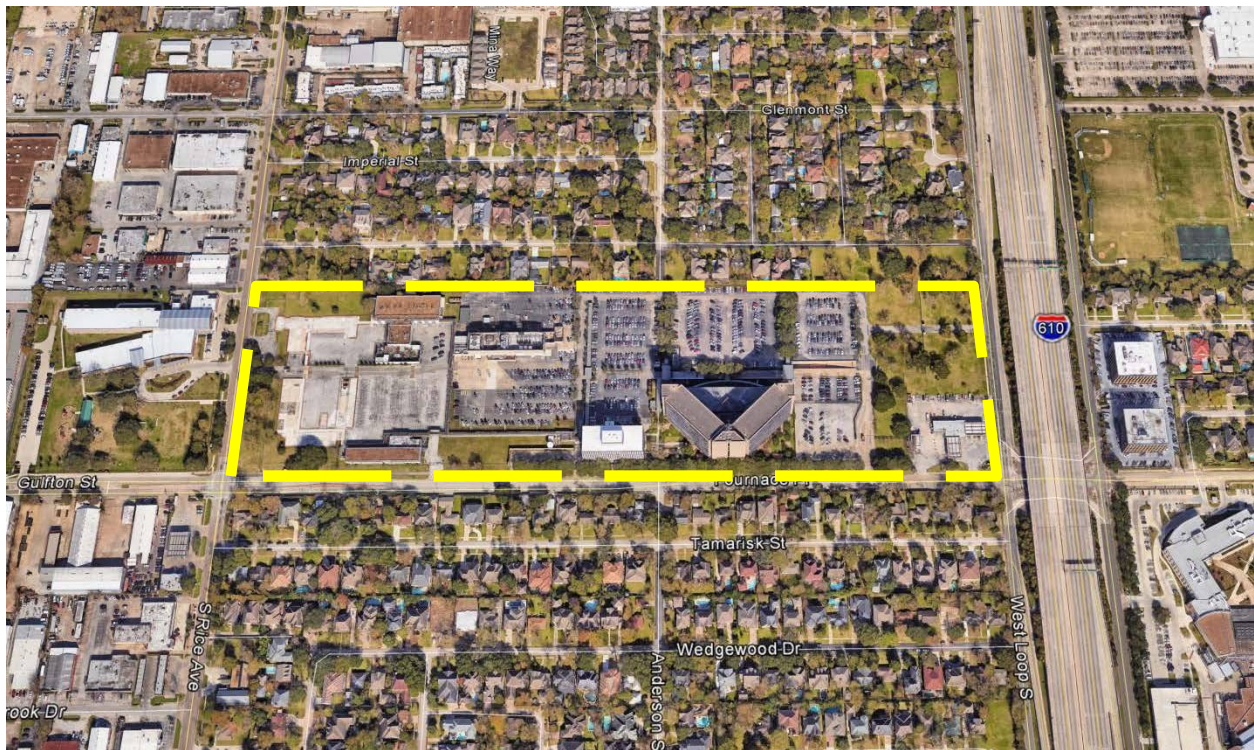
Attachments: Proposed revisions, redlined and clean

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



## North Bellaire Special Development Area

Since the 1940s, the area just north of Fournace Place, between the present-day West Loop 610 on the east and South Rice Avenue on the west, has been devoted to technical/research functions and other office space, first by Texaco and in recent decades by Chevron Corporation. Through its zoning ordinance, the City of Bellaire applied a Technical Research Park (TRP) classification to the area, including several adjacent properties that front on Loop 610. One of these properties has long been in use as a gas station at the northwest corner of Fournace and the Loop. The zoning classification corresponded with a Business Park designation for this area on the Future Land Use and Character map within the City's Comprehensive Plan. This Land Use and Community Character section of the plan previously described the Business Park designation as appropriate for "areas already developed as, or envisioned for office and research and technology-related uses in a campus-like environment."



In summer 2016, Chevron announced its plans to remove all activities from this location by 2017 and sell the property. This turn of events opened up redevelopment possibilities for a contiguous, rectangular area of some 30 acres in north Bellaire, with the corner gas station property also going on the market. This is similar to significant property sales and land use transitions seen in nearby areas of central Houston, and particularly to the north around the West Loop 610 corridor through Uptown Houston. The difference is that Bellaire uses a Comprehensive Plan and zoning regulations to set parameters for land use and clarify desired community outcomes from new development and redevelopment activity. This is essential as the North Bellaire Special Development Area is bordered not only by busy arterial streets ~~and~~ but also a major freeway. Long-established neighborhoods of single-family detached homes are immediately north of the area and also to the south across Fournace Place.

Given this context, the area ~~presentsis envisioned as potentially accommodating a range of uses that would capitalize on this a~~ unique redevelopment opportunity. A range of potential uses might be appropriately accommodated, but only with such uses being located and designed to provide protection to adjacent



residential areas. ~~With an eye to the City's long-term financial outlook and costs of public service provision, the development prospects for this area clearly must take into account the net tax base effect as the area transitions from its previous land uses. Specifically, the most intensive uses in the Special Development Area, and their associated vehicular access points, should be located along or near the Loop 610 frontage. A next tier of use intensity could occur along the South Rice Avenue frontage and, secondarily, along the Fournace Place frontage, especially in the areas nearest the existing office building on the Chevron site, constructed in the 1970s and situated close to Fournace. The lowest development intensities, together with adequate separation and buffering, should occur along the northern boundary of the area, closest to the single-family homes that front on Mayfair Street. The current TRP district imposes a six-story building height limitation as was typical of various Bellaire zoning districts prior to more recently established districts that provide greater height flexibility. However, the existing office building on the Chevron site, constructed in the 1970s and situated close to Fournace, long ago set a precedent of 10 stories. As in the other Bellaire zoning districts that involve the interface between low-density residential and higher-intensity land uses, a "height-setback plane" (greater setback of upper portions of buildings) should govern the allowable height of potential multistory buildings near single-family homes to maintain openness and protect residential privacy.~~

Along with creating value and quality for the community, residential options developed in the area should help to satisfy housing needs of current and prospective Bellaire residents at various stages of life (i.e., homes for young professionals and families, "downsizing" options for senior residents), to the extent that development economics allow. ~~Such a~~The predominant "lifecycle" residential component ~~should be~~might include single-family homes developed in a clustered fashion, on small lots and ~~likely possibly~~ with a more vertical house profile (i.e., three~~four~~ stories) than seen previously in Bellaire but common in residential construction in the vicinity in recent years, including in redeveloping areas along Bellaire Boulevard in the City of Southside Place. To ensure quality development outcomes, design standards should be considered for all residential development in the area, both traditional and "lifecycle."

Multi-family development is provided for in several other areas of Bellaire, including within the Residential-Multifamily (R-MF) zoning district, as well as the more recently established Urban Village-Downtown (UV-D), Urban Village-Transit Oriented Development (UV-T) and Corridor Mixed Use (CMU) districts. For this reason, the North Bellaire Special Development Area is seen as more appropriate for other uses. ~~However, if land costs and development economics make multi-family among the only viable residential options for the area, then limitations on the quantity and standards for the quality of such use should apply as in the UV-D, UV-T and CMU zoning districts. Likewise, any multi-family use in the Special Development Area should occur only as part of mixed-use development.~~

Non-residential development outcomes and amenities should contribute to residents' quality of life through potential new retail and service uses, ~~including restaurants~~. It is recognized that some portion of the area may still be attractive for office use, either as a stand-alone development or as part of a mixed-use scenario. Medical or other institutional uses are also possible, although ~~tax-exempt uses, including~~ public or faith-based educational campuses, ~~are not desired given the fiscal considerations noted above~~their prevalence elsewhere throughout the City.

~~The most intensive uses in the Special Development Area, and their associated vehicular access points, should be located along or near the Loop 610 frontage. A next tier of use intensity could occur along the South Rice Avenue frontage and, secondarily, along the Fournace Place frontage. The lowest development intensities, together with adequate separation and buffering, should occur along the northern boundary of~~

~~the area, closest to the single family homes that front on Mayfair Street. The current TRP district imposes a six-story building height limitation as was typical of various Bellaire zoning districts prior to more recently established districts that provide greater height flexibility. However, the existing office building on the Chevron site, constructed in the 1970s and situated close to Fournace, long ago set a precedent of 10 stories. As in the other Bellaire zoning districts that involve the interface between low density residential and higher intensity land uses, a “height setback plane” (greater setback of upper portions of buildings) should govern the allowable height of potential multistory buildings near single family homes to maintain openness and protect residential privacy.~~

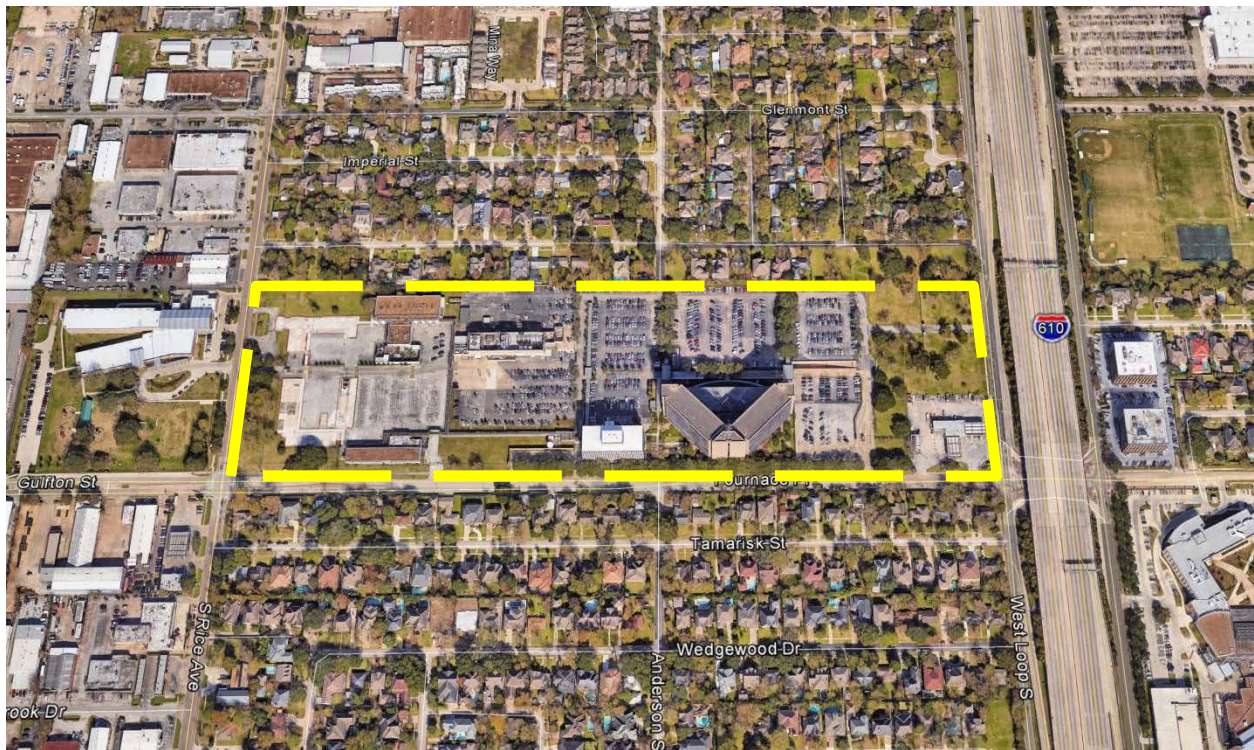
Traditional single-family residential development consistent with Bellaire’s identity as a “City of Homes” should be a permitted use throughout the entire North Bellaire Special Development Area, and “lifecycle” residential developments subject to specific development standards could be a permitted use as well. Non-residential and mixed-use developments should be considered as specific uses or for Property owners and developers always have the option of pursuing a Planned Development (PD) zoning approval, and should be concentrated in the portions of the area identified above for higher and moderate use intensities, and not in the portion along the northern boundary of the area, closest to the single-family homes that front on Mayfair Street for proposed development of some portion or all of the North Bellaire Special Development Area. As in other areas of the community, a PD application provides the opportunity to put forward a master-planned development approach that may involve an alternate set of land uses and/or special site design elements. As with proposals for specific uses, any such proposal for a PD would be vetted through a site plan review process and associated public discussion and hearings as provided for in the City’s development regulations and procedures.

Whether pursued through conventional development proposals or PD applications, the ~~“clean—slate”~~ redevelopment opportunity afforded by this significant land turnover in north Bellaire should also lead to creative site planning and design that incorporates green and open space areas into any proposed development. The tree-lined frontage and pathway along the north side of Fournace Place should also be maintained and extended all the way to South Rice Avenue. Residential areas could include orientation of homes toward landscaped mews (open space common areas), with rear garage access, to yield a true sense of neighborhood for residents living in relatively close quarters compared to many other areas of Bellaire. In non-residential and mixed-used areas, pocket parks, landscaped plazas and seating areas, and generous plantings within street rights-of-way would provide the desired green amenities and area enhancement. Additionally, landscaping plans across the entire Special Development Area should have a core objective of extending the signature urban tree canopy of Bellaire into the interior of the area—including through targeted installation of mature oaks from offsite rather than only through smaller plantings for future growth.



## North Bellaire Special Development Area

Since the 1940s, the area just north of Fournace Place, between the present-day West Loop 610 on the east and South Rice Avenue on the west, has been devoted to technical/research functions and other office space, first by Texaco and in recent decades by Chevron Corporation. Through its zoning ordinance, the City of Bellaire applied a Technical Research Park (TRP) classification to the area, including several adjacent properties that front on Loop 610. One of these properties has long been in use as a gas station at the northwest corner of Fournace and the Loop. The zoning classification corresponded with a Business Park designation for this area on the Future Land Use and Character map within the City's Comprehensive Plan. This Land Use and Community Character section of the plan previously described the Business Park designation as appropriate for "areas already developed as, or envisioned for office and research and technology-related uses in a campus-like environment."



In summer 2016, Chevron announced its plans to remove all activities from this location by 2017 and sell the property. This turn of events opened up redevelopment possibilities for a contiguous, rectangular area of some 30 acres in north Bellaire, with the corner gas station property also going on the market. This is similar to significant property sales and land use transitions seen in nearby areas of central Houston, and particularly to the north around the West Loop 610 corridor through Uptown Houston. The difference is that Bellaire uses a Comprehensive Plan and zoning regulations to set parameters for land use and clarify desired community outcomes from new development and redevelopment activity. This is essential as the North Bellaire Special Development Area is bordered not only by busy arterial streets but also a major freeway. Long-established neighborhoods of single-family detached homes are immediately north of the area and also to the south across Fournace Place.

Given this context, the area presents a unique redevelopment opportunity. A range of potential uses might be appropriately accommodated, but only with such uses being located and designed to provide protection to adjacent residential areas. Specifically, the most intensive uses in the Special Development Area, and their



associated vehicular access points, should be located along or near the Loop 610 frontage. A next tier of use intensity could occur along the South Rice Avenue frontage and along the Fournace Place frontage, especially in the areas nearest the existing office building on the Chevron site, constructed in the 1970s and situated close to Fournace. The lowest development intensities, together with adequate separation and buffering, should occur along the northern boundary of the area, closest to the single-family homes that front on Mayfair Street. As in the other Bellaire zoning districts that involve the interface between low-density residential and higher-intensity land uses, a “height-setback plane” (greater setback of upper portions of buildings) should govern the allowable height of potential multistory buildings near single-family homes to maintain openness and protect residential privacy.

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Traditional single-family residential development consistent with Bellaire’s identity as a “City of Homes” should be a permitted use throughout the entire North Bellaire Special Development Area, and “lifecycle” residential developments subject to specific development standards could be a permitted use as well. Non-residential and mixed-use developments should be considered as specific uses or for Planned Development (PD) zoning approval, and should be concentrated in the portions of the area identified above for higher and moderate use intensities, and not in the portion along the northern boundary of the area, closest to the single-family homes that front on Mayfair Street. As in other areas of the community, a PD application provides the opportunity to put forward a master-planned development approach that may involve an alternate set of land uses and/or special site design elements. As with proposals for specific uses, any such proposal for a PD would be vetted through a site plan review process and associated public discussion and hearings as provided for in the City’s development regulations and procedures.

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true sense of neighborhood for residents living in relatively close quarters compared to many other areas of Bellaire. In non-residential and mixed-use areas, pocket parks, landscaped plazas and seating areas, and generous plantings within street rights-of-way would provide the desired green amenities and area enhancement. Additionally, landscaping plans across the entire Special Development Area should have a core objective of extending the signature urban tree canopy of Bellaire into the interior of the area—including through targeted installation of mature oaks from offsite rather than only through smaller plantings for future growth.





## ORDINANCE NO. 17-\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, DENYING THE APPLICATION OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR FILED WITH BELLAIRE, TEXAS, ON APRIL 6, 2017; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT.**

**WHEREAS**, on or about April 6, 2017, CenterPoint Energy Houston Electric, LLC ("CenterPoint") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") with Bellaire, Texas ("City"), pursuant to Section 36.210 of the Texas Public Utility Regulatory Act ("PURA") to increase electric rates; and

**WHEREAS**, CenterPoint filed an application to implement a distribution cost recovery factor in 2015 to recover \$16,704,985 per year due to changes to capital investment in its distribution system and the Public Utility Commission approved \$13 million of the requested amount ("2015 DCRF"); and

**WHEREAS**, CenterPoint filed a second application to implement a distribution cost recovery factor in 2016 to recover \$60,596,164 per year due to changes to capital investment in its distribution system and the Public Utility Commission approved \$45 million of the requested amount ("2016 DCRF"); and

**WHEREAS**, CenterPoint's DCRF filed this year amends its 2016 DCRF amount of \$45 million to request \$92,508,153 per year; and

**WHEREAS**, CenterPoint proposes to refund approximately \$1.7 million plus interest for over-recovery in the 2015 DCRF and \$1.2 million plus interest in over-recovery for the 2016 DCRF, resulting in \$89,560,854 revenue requirement for September 1, 2017, to August 31, 2018; and

**WHEREAS**, the deadline for acting on CenterPoint's DCRF application is June 5, 2017; and

**WHEREAS**, the City is a member of the Houston Coalition of Cities ("Coalition") in this DCRF proceeding, as approved by Resolution No. 17-\_\_\_\_ by City Council on May 15, 2017; and

**WHEREAS**, the expert utility rate consultants retained to review CenterPoint's DCRF application on behalf of the Coalition ("consultant") have issued a preliminary assessment and concluded that CenterPoint has not yet demonstrated through its application and testimony that its present earnings are not sufficient to



fund the \$89,560.85 it is seeking to recover through a DCRF rider for investments incurred since CenterPoint's last comprehensive base rate case; and

**WHEREAS**, the consultants have not had sufficient time to determine whether the proposed refund is the correct amount or that the proposed refund mechanism and interest rate are appropriate; and

**WHEREAS**, the consultants have further determined that CenterPoint has not yet established that the costs it seeks to recover are eligible for recovery through a DCRF rider pursuant to PURA; and

**WHEREAS**, City Council finds that it is in the best interests of the ratepayers served by CenterPoint within the City that the DCRF application be denied; **NOW, THEREFORE**,

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

**Section 1.** That the statements and findings set out in the preamble to this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** That the City of Bellaire, Texas, hereby denies CenterPoint's Application for Approval to Amend Its Distribution Cost Recovery Factor rider and the ensuing rate increase.

**Section 3.** That CenterPoint's Amendment to its Distribution Cost Recovery Factor application on file with the City is denied in total.

**Section 4.** That if any provision, section, subsection, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 5.** That the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Tex. Gov't. Code Ann., ch.551 (Vernon 2004 & Supp. 2005); and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof have been discussed, formally considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 6.** That this Ordinance shall take effect immediately upon its passage and approval.

**PASSED, APPROVED, and ADOPTED** by the City Council of Bellaire, Texas, at its Regular Session held on May 15, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY OF BELLAIRE TO JOIN THE CITY OF HOUSTON'S COALITION OF CITIES PERTAINING TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S, APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PENDING AS DOCKET NO. 47032 AND RELATED PROCEEDINGS.**

**WHEREAS**, on or about April 6, 2017, CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston"), filed an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") with the Public Utility Commission of Texas ("Commission") under Docket No. 47032; and

**WHEREAS**, Section 36.210 of the Public Utility Regulatory Act authorizes an electric utility company to request periodic adjustment to its rate schedule between full base rate cases due to changes in the utility's invested capital by including a DCRF in its Commission approved rates; and

**WHEREAS**, CenterPoint filed an application to implement a distribution cost recovery factor in 2015 to recover \$16,704,985 per year due to changes to capital investment in its distribution system and the Public Utility Commission approved \$13 million of the requested amount ("2015 DCRF"); and

**WHEREAS**, CenterPoint filed a second application to implement a distribution cost recovery factor in 2016 to recover \$60,596,164 per year due to changes to capital investment in its distribution system and the Public Utility Commission approved \$45 million of the requested amount ("2016 DCRF"); and

**WHEREAS**, CenterPoint's DCRF filed this year amends its 2016 DCRF amount of \$45 million to request \$92,508,153 per year; and

**WHEREAS**, CenterPoint proposes to refund approximately \$1.7 million plus interest for over-recovery in the 2015 DCRF and \$1.2 million plus interest in over-recovery for the 2016 DCRF, resulting in \$89,560,854 revenue requirement for September 1, 2017 to August 31, 2018; and

**WHEREAS**, any DCRF ordered by the Commission in the proceedings could ultimately affect CenterPoint Houston's rates for wholesale electric transmission customers and for end-use retail electric customers in CenterPoint Houston's certificated service territory; and

**WHEREAS**, certain municipalities have indicated their desire to join with the City of Houston, Texas in a coalition of cities interested in the conduct of the proceedings and to authorize the coalition to intervene on behalf of the participating municipalities therein; and

**WHEREAS**, the coalition of cities shall be led by the City of Houston, which shall direct the selection of legal counsel and consultants on behalf of the coalition; and

**WHEREAS**, interested parties must seek party status to comply with the intervention deadline to be set in the proceedings; and

**WHEREAS**, the City Council finds that the participation of the City of Bellaire ("City") in the coalition of cities will achieve coordinated efforts among similarly situated affected municipalities in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating CenterPoint Houston's DCRF application; and

**WHEREAS**, City Council has determined that it is in the best interest of the City that the City participates with the coalition of cities in the proceedings;  
**NOW, THEREFORE**,

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

**Section 1:** That the statements and findings recited in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** That the City is hereby authorized to join with other municipalities as part of the coalition of cities and to participate to the fullest extent permitted by law in proceedings affecting the rates, operations and services of CenterPoint Houston for customers within the City of Bellaire, Texas and in particular regarding the DCRF recovery factor.

**Section 3.** That the City is hereby authorized to intervene in the proceedings as a member of the coalition.

**Section 4.** That such outside counsel that the City of Houston may select, shall represent the City in all of the proceedings and are hereby authorized to

take all legal and other actions necessary to forward the interests of the City in the proceedings and all matters related to such proceedings, including without limitation any hearings, conferences, negotiations and related Proceedings.

**Section 5.** That this Resolution shall take effect immediately upon its passage and approval in the manner required by the City Charter and ordinances.

**PASSED, APPROVED, and ADOPTED** by the City Council of Bellaire, Texas, at its Regular Session held on May 15, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

INTERLOCAL AGREEMENT FOR  
USE OF LIBRARY SERVICES

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

THIS INTERLOCAL AGREEMENT FOR LIBRARY SERVICES (“Agreement”) is made and entered by and between the City of Bellaire, Texas, and Harris County (“County”), a body corporate and politic under the laws of the State of Texas, as authorized under an Order of the Harris County Commissioners Court;

WITNESSETH:

WHEREAS, the County operates the Harris County Public Library, a network of community-focused libraries, to help meet the diverse informational, educational, and recreational needs of Harris County residents; and

WHEREAS, the City of Bellaire, Texas operates the Bellaire City Library, located at 5111 Jessamine Street in Bellaire, Texas to help meet the diverse informational, educational, and recreational needs of Bellaire residents; and

WHEREAS, Harris County and the City of Bellaire have deemed it of mutual benefit to their constituencies to improve and expand the scope of library services available to public library users, by providing expanded service through reciprocal access to the respective library materials collections; and

WHEREAS, the County is willing to contribute access to the County Library’s materials collection, provide appropriate Bellaire City Library staff access to the County circulation system, and to make its collection available to fill requests placed by County library cardholders for check out at the Bellaire City Library; and

WHEREAS, the Bellaire City Library, Bellaire, Texas is willing to accept Harris County materials for check out and utilize the County circulation system to check out County library materials and accept County library materials for check in at the Bellaire City Library; and

WHEREAS, the Libraries agree to participate in daily courier service between the County Library Administrative Offices at 5749 South Loop East in Houston Texas, and the Bellaire City Library located at 5111 Jessamine in Bellaire, Texas;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, and in order to meet and satisfy the library services needs and goals as set forth above, Bellaire Texas and the County intend, pursuant to this Agreement, to provide reciprocal access to and lending of materials in their library collections so as to better meet the library resources needs of area residents and to fulfill the County’s mission to help meet the diverse informational, educational, and recreational needs of the County residents. It is agreed as follows:



A. The City of Bellaire will cause its Library Director, and the County will cause its Library Director to serve on a Joint Steering Committee (“Steering Committee”) to oversee management and operations of the reciprocal library services.

B. Other members of the Steering Committee may be designated by either library Director as the need arises. The responsibilities of the Steering Committee are as follows:

1. Shall meet regularly during the first year of operation, and at such other times as the Steering Committee sees fit.
2. Discussion of mutual needs and goals of the City of Bellaire and Harris County as they relate to the reciprocal library services;
3. Foster and develop integrated seamless library services;
4. Attempt to resolve (i) conflicts that may arise under this Agreement, and (ii) inconsistencies between the policies of the City of Bellaire and Harris County as to book and material loans, returns and renewals, staffing issues, and access to materials and services,

C. The Steering Committee, and the members thereof, are not authorized to contractually bind either the Bellaire or Harris County.

## II.

A. The Initial Term of this Agreement shall commence upon approval by Harris County Commissioners Court and remain in full force and effect for twelve consecutive months. The Agreement shall automatically renew for one (1) year terms until either party provides the other party notice of its intent to terminate the Agreement at least six (6) months in advance of the termination date.

B. The City of Bellaire shall have the right to terminate the Agreement by providing Harris County written notice of its intent to terminate the Agreement. Within 42 days of the notice of termination, County shall cause to be returned all County library materials on loan to County library cardholders checked out at the Bellaire City Library.

C. Harris County shall have the right to terminate the Agreement by providing the City of Bellaire with written notice of its intent to terminate the Agreement Within 42 days of the notice of termination, the City of Bellaire shall cause to be returned to Harris County all County library materials on loan to County library cardholders returned at the Bellaire City Library.

## III

A. At all times during the term of this Agreement, the shared goals of the City of Bellaire and Harris County shall be to (1) strive to meet the library materials needs of the cardholders of the Harris County and City of Bellaire libraries; and (2) share library collections and materials with a minimizing of duplication of services and functions as much as possible.

B. Participants will be responsible for utilizing a daily courier service to pick up and deliver materials requested for delivery to the City of Bellaire and Harris County through the item request system.

#### IV

A. The City of Bellaire and Harris County will utilize a secure, dedicated, high-speed data VPN connection between the City of Bellaire and Harris County's Symphony ILS (integrated library system) server, along with a firewall to restrict access to the computer network and secure this connection for library circulation and catalog access functions.

B. The County will add a stop at 5111 Jessamine in Bellaire to its current courier routes.

C. For all materials borrowed in the participating libraries, the schedule of fines and penalties regarding overdue, lost or damaged books and other library materials currently in effect at the lending library will be used. Revenue collected by the participants for fines and penalties accrue to the lending library.

#### V

This Agreement shall not constitute a waiver of immunity by the City of Bellaire or Harris County or an agreement to assume any liabilities of either party.

#### VI

It is not the intention of the City of Bellaire and Harris County (or any instrumentalities or agencies thereof) to create a partnership, joint enterprise, or association. The duties and liabilities of the parties hereto are intended to be separate and not joint or collective. Nothing contained in this Agreement or in any document made pursuant hereto shall ever be construed to create a partnership, joint enterprise, or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

#### VII

All notices and communications under this Agreement will be mailed by certified mail, return receipt requested, or delivered to the County at the following address:

Harris County Commissioners Court  
Harris County Administration Building  
1001 Preston Avenue, 9th Floor  
Houston, Texas 77002  
Attention: Clerk of Commissioners Court

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

All notices and communications under this Agreement will be mailed by certified mail, return receipt requested, or delivered to the City of Bellaire at the following address:

City of Bellaire  
7008 S. Rice  
Bellaire, TX 77401  
Attention: City Clerk

Notice will be considered given and completed upon deposit of the notice in a United States Postal Service receptacle.

### XIX

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

### XX

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

### XXI

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Harris County. The exclusive forum shall be a Texas state or federal court.

### XXII

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

### XXIII

This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

CITY OF BELLAIRE

By: \_\_\_\_\_  
Andrew S. Friedberg  
Mayor

Date: \_\_\_\_\_

HARRIS COUNTY

By: \_\_\_\_\_  
ED EMMETT  
COUNTY JUDGE

APPROVED AS TO FORM:

VINCE RYAN  
COUNTY ATTORNEY

By: \_\_\_\_\_

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

Amy Samples

Assistant County Attorney

C.A. File 17GEN0099

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**ORDINANCE NO. 17-\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN *INTERLOCAL AGREEMENT FOR USE OF LIBRARY SERVICES* WITH HARRIS COUNTY, TEXAS, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR RECIPROCAL ACCESS TO LIBRARY SERVICES.**

**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, for and on behalf of the City of Bellaire, Texas, an *Interlocal Agreement for Use of Library Services* with Harris County, Texas, in a form as attached hereto and marked Exhibit "A," for reciprocal access to library services.

**PASSED** and **APPROVED** this 15th day of May, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Ord. No. 17-\_\_\_\_

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**ORDINANCE NO. 17-\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CITY CODE"), CHAPTER 24, PLANNING AND ZONING, ARTICLE II, DEFINITIONS AND INTERPRETATIONS, BY ADDING A NEW DEFINITION RELATED TO HEAD SHOPS; ARTICLE V, ZONING REGULATIONS, DIVISION 1, ZONING DISTRICTS AND REGULATIONS OF GENERAL APPLICABILITY, BY ADDING A NEW SECTION RELATED TO PAWNSHOPS; ARTICLE V, ZONING REGULATIONS, DIVISION 2, ZONING DISTRICT REGULATIONS, BY RESTRICTING WHERE HEAD SHOPS MAY BE LOCATED; AND ARTICLE XI, SEXUALLY ORIENTED BUSINESSES, BY AMENDING A DEFINITION RELATED TO SEXUALLY ORIENTED BUSINESSES; FOR THE PURPOSE OF FURTHER REGULATING PAWNSHOPS, HEAD SHOPS, AND SEXUALLY ORIENTED BUSINESSES.**

**WHEREAS,** the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission"), did, by memorandum dated March 16, 2017, from Winfred Frazier, Chairman of the Planning and Zoning Commission, recommend to the City Council of the City of Bellaire, Texas, the amendment of Chapter 24, Article II, Definitions and Interpretations by adding a new definition related to head shops; Article V, Zoning Regulations, Division 1, Zoning Districts and Regulations of General Applicability by adding a new section related to pawnshops; Article V, Zoning Regulations, Division 2, Zoning District Regulations by restricting where head shops may be located; and Article XI, Sexually Oriented Businesses by amending a definition related to sexually oriented businesses, of the City Code, for the purpose of further regulating pawnshops, headshops, and sexually oriented businesses, as more fully described in Exhibit "A"; and

**WHEREAS,** the City Council of the City of Bellaire, Texas ("City Council"), after duly giving notice as required by law, held a public hearing on the 1st day of May, 2017, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, for the purpose of hearing any and all persons desiring to be heard on or in connection with any matter or question involving the amendment of Chapter 24, Planning and Zoning, Article II, Definitions and Interpretations by adding a new



definition related to head shops; Article V, Zoning Regulations, Division 1, Zoning Districts and Regulations of General Applicability by adding a new section related to pawnshops; Article V, Zoning Regulations, Division 2, Zoning District Regulations by restricting where head shops may be located; and Article XI, Sexually Oriented Businesses by amending a definition related to sexually oriented businesses, of the City Code, for the purpose of further regulating pawnshops, headshops, and sexually oriented businesses, as more fully described in Exhibit "A"; and

**WHEREAS,** the City Council, having duly received the memorandum of recommendation of the Planning and Zoning Commission and holding a public hearing on the proposed amendments included within the recommendation, considered the recommendation at the regular meeting held on the 15<sup>th</sup> day of May, 2017; **NOW, THEREFORE,**

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

**Section 1. THAT** Chapter 24, Planning and Zoning, of the Code of Ordinances of the City of Bellaire, Texas ("City Code") is hereby amended as follows: Article II, Definitions, and Interpretations; Article V, Zoning Regulations, Division 1, Zoning Districts and Regulations of General Applicability, and Division 2, Zoning District Regulations; and Article XI, Sexually Oriented Businesses; said revised City Code shall read as set out in Exhibit "A" attached hereto. All other portions of Chapter 24, Planning and Zoning, of the City Code not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

**Section 2. THAT** all ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of conflict only.

**Section 3. THAT** if any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 4. THAT** the City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at

which this Ordinance was discussed, considered, or acted upon was given in the manner required by the *Texas Open Meetings Act*, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

**Section 5. THAT** this Ordinance shall be effective immediately upon its adoption by the City Council.

**PASSED, APPROVED, and ADOPTED** this 15<sup>th</sup> day of May, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



**EXHIBIT "A"**  
**TO**  
**ORDINANCE NO. 17-\_\_\_\_**  
**(ATTACHED)**

Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

**New Sub-section to be added:**

**ARTICLE II. DEFINITIONS AND INTERPRETATION**

**Sec. 24-202. – Definitions.**

(83.5) Head shops. Any retail establishment open to the public that presents, displays, or offers for sale, distribution, or delivery, smoking paraphernalia items of any kind. "Smoking paraphernalia" shall mean paraphernalia, devices, or instruments, including but not limited to pipes, bongs, and hookahs, that are designed or manufactured for the smoking, ingesting, inhaling, or otherwise introducing into the body "controlled substances" as defined by the Texas Controlled Substance Act, Health and Safety Code, ch. 481, as may be amended. "Smoking paraphernalia" shall also mean and include, in the broadest application possible, kits that are used, intended to be used, or commonly known to be used for the ingestion, inhalation, preparation, or injection of illegal substances, and include any device or instrument which has been fabricated, constructed, altered, adjusted, or marked especially for use in the smoking or ingestion of marijuana, hashish, cocaine, methamphetamine, any other "controlled substance," "controlled substance analogue," "synthetic controlled substance," or other substance or chemical that mimics the effect of THC such as synthetic cannabinoids or other controlled substances, or any other substance that violates local, state, or federal law, and is adapted for the purpose of smoking or ingesting by virtue of a distinctive feature or combination of features associated with drug paraphernalia, notwithstanding that it might also be possible to use the smoking paraphernalia for some other purpose. "Smoking paraphernalia" shall also mean and include, in the broadest application possible, kits that are used, intended for use, or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance, or from which a controlled substance can be derived from the manufacturing, compounding, converting, producing, processing or preparing of a controlled substance. "Smoking paraphernalia" does not include lighters, matches, cigarette holders, and devices used to store or preserve tobacco, tobacco cigarettes, cigarette papers or cigars, nor does it include e-cigarette, e-pipe and e-cigar devices or their respective components including but not limited to the atomizer unit, liquid nicotine reservoir or nicotine cartridge tank, and cartomizer.

**Insert new Section:**

**ARTICLE V. – ZONING REGULATIONS**

**DIVISION 1. – ZONING DISTRICT REGULATIONS OF GENERAL APPLICABILITY**

**Sec. 24-526. Pawnshop Regulations.**

The following general conditions for pawnshops shall apply regardless of whether the pawnshop is to be construed as a permitted or specific use. A pawnshop shall not be located within one hundred (100) feet of any residential property to the closest point of any property in use as a pawnshop or containing such use.

**Sections to be amended:**

**ARTICLE V. – ZONING REGULATIONS**

**DIVISION 2. – ZONING DISTRICT REGULATIONS**

**Sec. 24-536. Corridor Mixed use district (CMU) B. Uses, (1) Permitted Uses,**

(c) Commercial uses as follows, not to include any drive-in or drive-through facilities without Specific Use Permit Approval, or head shops:

- 1) Banks, credit unions and similar institutions;
- 2) Business and professional offices and services;
- 3) General retail sales and services; and
- 4) Restaurants and cafeterias.

Sec. 24-537. Urban village – downtown district (UV-D), B. Uses, (1) Permitted Uses,

(d) Commercial uses as follows, not to include any drive-in or drive-through facilities without Specific Use Permit Approval, or head shops:

- 1) Banks, credit unions and similar institutions;
- 2) Business and professional offices and services;
- 3) General retail sales and services, but not including mini-storage businesses, mortuaries or funeral parlors, pawnshops, or tattoo shops;
- 4) Hotels, but not motels as defined in Section 24-202. (111); and
- 4) Restaurants and cafeterias.

Sec.24-547. Urban Village (TOD) District (UV-T), B. Uses, (4) Prohibited Uses, by adding a new prohibited use

(o) head shops.

**Existing section to be deleted:**

ARTICLE XI. SEXUALLY ORIENTED BUSINESSES

Sec. 24-1101. Definitions., (o), (3)

~~(3) Any retail establishment whose primary business is the offering of wearing apparel for sale to customers.~~

# Evelyn's Park Pedestrian Safety Improvement Plan





# Evelyn's Park Pedestrian Improvements



- **Presentation Outline**
  - Overview of issue
  - Review proposed solution option / recommendation phases
    - ✦ Explain logic and other considerations
  - Show future options / phase for consideration
  - Request input and approval

# Pedestrian Issues Overview



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# Pedestrian Issues Overview





# Pedestrian Improvements Phase 1



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# Pedestrian Improvements Phase 1



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# Pedestrian Improvements Phase 1



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# Pedestrian Improvements Phase 1



# Pedestrian Improvements Phase 1



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

# Pedestrian Improvements Phase 1



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)

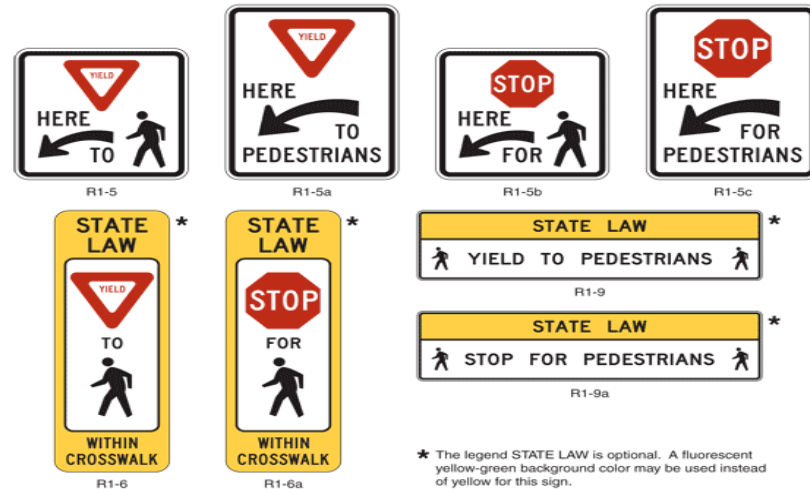
# Pedestrian Improvements Phase 1



- Considerations:
  - Traffic control signage / striping
  - P.E. Design



Figure 2B-2. Unsignalized Pedestrian Crosswalk Signs





# Pedestrian Improvements Phase 1

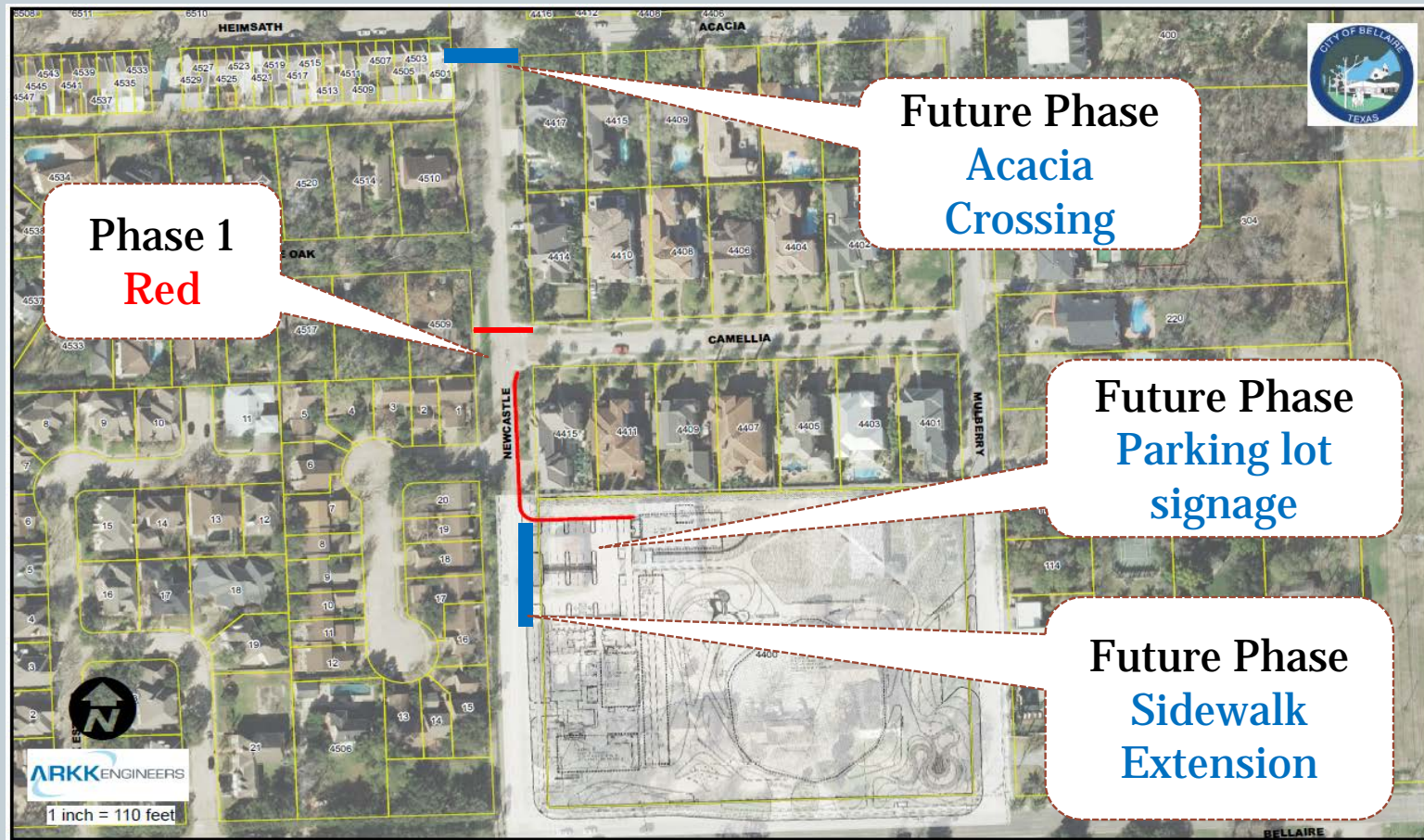


- **Considerations:**

- **Cost estimate – Phase 1 recommendations**

✦ Design:	\$10,000
✦ Sidewalk 5':	\$17,065
✦ Ramp:	\$4,800
✦ Pavement markings & Signage:	\$3,400
✦ Irrigation and plant material:	\$3,900
✦ Restroom aesthetic:	\$N/A
✦ Total:	\$39,165

# Pedestrian Improvements Future Phase



Minutes Acceptance: Minutes of May 15, 2017 5:30 PM (Adoption of Minutes:)



# Pedestrian Improvements Future Phase



# Evelyn's Park Pedestrian Improvements



## Conclusions:

- **Schedule**
  - Design / Survey ARKK: three weeks
  - Construction Phase 1: two weeks
    - ✦ Contractor: Main Lane PMP
- **Funding**
  - Available in 2016 Bond Program
- **Request**
  - Approval of Phase 1 Improvement



**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A COOPERATIVE PURCHASING AGREEMENT, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," WITH TETRA TECH, INC., FOR THE PURCHASE OF DISASTER DEBRIS MONITORING SERVICES ASSOCIATED WITH DISASTER PREPAREDNESS AND EMERGENCY RESPONSE AND RECOVERY FOR A TERM COMMENCING ON JULY 10, 2017, AND ENDING ON AUGUST 10, 2020, WITH AN OPTION TO EXTEND UPON WRITTEN APPROVAL OF BOTH PARTIES.**

**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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchasing Agreement, in a form as attached hereto and marked Exhibit A," with Tetra Tech, Inc., for the purchase of disaster debris monitoring services associated with disaster preparedness and emergency response and recovery for a term commencing on July 10, 2017, and ending on August 10, 2020, and with an option to extend upon written approval of both parties.

**PASSED and APPROVED** this 10th day of July, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: Agmt - Cooperative Purchasing Agreement - Tetra Tech Inc (2312 : Debris Monitoring Contract - Tetra Tech)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
CITY OF BELLAIRE, TEXAS  
AND TETRA TECH, INC.**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and among the CITY OF BELLAIRE, TEXAS, a municipal corporation of the State of Texas (the "CITY") and TETRA TECH, INC., a Delaware company registered to do business in Texas, ("Tetra Tech"), collectively the parties.

**WHEREAS**, on August 11, 2015, Harris County, Texas entered into an agreement with the Tetra Tech, Inc. for the purchase of Disaster Debris Monitoring Services ("Harris County Agreement"); and

**WHEREAS**, Tetra Tech was selected to provide these services following a Request for Proposal (Job No. 15/0040) issued by Harris County through a competitive bidding process; and

**WHEREAS**, the Harris County Agreement does not object to other governments taking advantage of the pricing offered under the Agreement but must use their own purchasing orders; and

**WHEREAS**, the City of Bellaire may participate in a cooperative purchasing agreement with Tetra Tech for the purchase of these commodities and services; and

**WHEREAS**, the City of Bellaire is satisfied that Tetra Tech was selected by Harris County based on a competitive bidding process; and

**WHEREAS**, the City of Bellaire desires the services of Tetra Tech to provide Debris Monitoring Services, and

**WHEREAS**, Tetra Tech is qualified and is willing and able to perform such services, and

**NOW THEREFORE**, for and in consideration of mutual cooperation and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to perform in a manner which is acceptable to the CITY, consistent with the standards of care common to Contractor's profession, the services set forth in **Exhibit A** attached hereto and made a part of this Agreement.

2. **COMPENSATION.** The fee for services under this Agreement shall be on a time and materials basis where the actual hours of services furnished multiplied by Contractor's Billing Labor Rates as set forth in **Exhibit A**, plus all reasonable expenses directly related to the services furnished under this Agreement.

The CITY will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which the CITY shall immediately notify Contractor of any invoice discrepancies. Contractor and the CITY will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, CLIENT NAME shall proceed with partial payment within Net 30 days of the date of the invoice. If the CITY fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by the CITY on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of the CITY by any third party authority or funding source. Any interest charges due from the CITY on past due invoices are in addition to amounts otherwise due under this Agreement.

Payment shall be made to the following address: Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642.

3. **TERM.** This Agreement is effective from the date written above and shall remain in effect to August 10, 2020 or pursuant to Article 12 – Changes and Termination. This Agreement may be extended upon written approval by both Parties.

4. **INSURANCE.**

(a) During the course of performance of the Services, Contractor will maintain the following insurance coverages:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT OF COVERAGE</u>
Workers' Compensation/Employers Liability	Statutory/\$1,000,000
Commercial General Liability/Excess Liability	\$1,000,000/\$2,000,000
Professional Liability/Contractors Pollution Liability	\$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	\$1,000,000

(b) Before beginning any work, Contractor shall deliver to the CITY, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming the City of Bellaire as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

5. **INDEMNIFICATION.** Contractor shall indemnify and save harmless the City of Bellaire from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of Contractor.

6. **WARRANTY OF SERVICES.** Contractor warrants that Contractor and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should Contractor fail to perform to those standards, it shall (a) without cost to the CITY, re-perform and correct any substandard Services; and (b) reimburse the CITY for the CITY's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydro-geologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, the CITY business, economic, legal and other priorities. The CITY acknowledges these conditions and accepts the risk that, although Contractor may perform to the above standards, the CITY's goals or desires may nevertheless not be realized. Contractor makes no other warranties, express or implied, with respect to its performance under this Agreement. Contractor's liability hereunder, including any for damage to or loss of the CITY property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 7 below.

7. **LIABILITY.** Contractor's total aggregate liability in connection with or arising out of the Agreement or Services, including without limitation any under Articles 4, 5 and 6 above, shall in no event exceed the total amount of compensation paid to Contractor hereunder.

8. **CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES.** Contractor and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Contractor and (ii) specific remedies of the CITY which shall be its sole and exclusive remedies.

9. **SITE CONTRACTORS.** For the benefit of the CITY and Contractor, the CITY agrees that it will cause provisions acceptable to Contractor governing insurance and indemnity to be inserted in each of the CITY's agreements for remediation or other construction or site services or work related to the Services.

10. **DELAYS.** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to Contractor's compensation.

11. **THIRD PARTY INTERESTS.** This Agreement and the Services and Work Product produced hereunder are solely for the benefit of the CITY and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If the CITY is not the ultimate beneficiary of the Services or Contractor's work product is used in such a way as to create or induce any reliance by any third party, the CITY represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded Contractor hereunder and that such protective provisions will, in fact, inure to the benefit of Contractor, and/or (ii) that the CITY has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.

12. **CHANGES AND TERMINATION.** This Agreement shall not be modified except by written agreement signed by both parties. The CITY shall have the right to make changes within the general Scope of Services upon execution of a mutually accepted change order. The CITY shall also have the right to terminate this Agreement prior to completion of the Services, after reasonable notice to Contractor in writing, in which event the CITY shall pay Contractor all amounts due Contractor hereunder up to the effective date of termination, plus Contractor's reasonable costs incurred after such date in terminating the Services. In the event that the CITY alleges breach on behalf of Contractor, the CITY shall afford Contractor in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, the CITY shall in such event indemnify, protect and defend Contractor from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Agreement for convenience with thirty (30) day notice to the other party.

13. **GOVERNING LAW, PRECEDENCE AND DIVISIBILITY.** Unless specified otherwise in the CITY orders, this Agreement shall be governed by the laws of the State of Texas excluding choice of



law rules, which direct application of the laws of another jurisdiction. The provisions of the Contractor Proposal and these Terms and Conditions shall govern exclusively any Services furnished by Contractor and shall prevail over and render void any inconsistent or conflicting provision of the CITY Order. If any term, condition, provision or portion of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Agreement to the maximum extent allowed by law.

**15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their Hands and Seals the day and year first above written.

**TETRA TECH, INC.**

**CITY OF BELLAIRE, TEXAS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Harris County, Texas Contract**

**Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)**

## EXHIBIT A

AGREEMENT BETWEEN HARRIS COUNTY AND  
TETRA TECH, INC.

THE STATE OF TEXAS     §  
                                      §  
 COUNTY OF HARRIS       §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through the Office of County Engineer (the "Department" or "Engineer"), and Tetra Tech, Inc., ("Contractor" or "TT"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

*Recitals*

The County desires debris monitoring services for the Department ("Services").

Contractor warrants and represents it is capable and willing to perform the Services.

*Terms*

## I.

Contractor agrees to provide the Services as detailed in the Request for Proposal Job No. 15/0040, attached hereto as Exhibit A and incorporated herein by reference. It is expressly understood and agreed that the "Certificate of Acord," the "BAFO," the "CPI-W Based Price Adjustment Sheet," and "Performance and Payment Bond Forms" are attached hereto as Exhibits B, C, D, and E respectively, and are incorporated herein by reference.

As detailed further in the RFP, Contractor shall provide comprehensive debris monitoring services which will include services prior to a known event impacting the County, during the seventy (70) hour push period (as defined in the RFP), and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County's ability to receive maximum federal reimbursement for recovery efforts.

Contractor understands the Services are for disaster relief and, therefore, Contractor must plan and provide all necessities for its operations including, but not limited to meals, lodging, vehicles, communications, power outage solutions, and fuel.

In performance of the Services, Contractor shall act only upon instructions from the Department's designated representative ("designated representative" or "Manager"). The Parties shall mutually decide any and all questions which may arise as to the interpretation of this Agreement, and all questions as to the acceptable fulfillment of this Agreement by the Contractor. The County's decision shall be final, but applicable appeal procedures may be pursued. It is mutually agreed by both Parties that the Department's designated representative

shall act as referee in all questions arising related to the rights and responsibilities of the various contractors and subcontractors performing Services, and that the decisions of the Department's designated representative in such shall be final and binding alike on both Parties. However, nothing contained in this section shall be construed to authorize the Department's designated representative to alter, vary, or amend any of the terms or provisions of this Agreement.

Contractor understands and agrees that it is the primary provider of the Services. If the Contractor is unable to perform the Services, the County has contracted with a Secondary Contractor to perform the Services. If the Contractor is unable to perform any requested Services, it will notify the County immediately so that the County may request Services from the Secondary Contractor.

Contractor shall follow all federal, state, and local laws, rules, orders, codes, and regulations applicable to the Services.

Contractor shall supply written proof that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status in "good standing" with the Texas Comptroller of Public Accounts.

Contractor shall verify that any Subcontractors it retains to perform Services pursuant to this Agreement are registered with the Texas Secretary of State to transact business in Texas, and are current on all state and local fees and taxes.

Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

The Parties recognize and acknowledge that this Agreement is for the purpose of disaster relief, such disasters which may be caused by events classified under statutory or common law as a "*Force Majeure*" event. The Parties agree that whatever excuses for non-performance of an agreement under "*Force Majeure*" events are found in statutory or common law will not apply to this Agreement. The County's designated representative will have the final determination of cause in situations where either the debris contractor or debris monitor actions result in unnecessary delays.

## II.

### EFFECTIVE DATE AND TERM

The term shall be for a period beginning upon approval by Commissioners Court and running for one year thereafter. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term"), with pricing revised for labor only according to Exhibit D, CPI-W Based Price Adjustment Calculations.

Contractor shall be able to deploy personnel within twenty-four (24) hours of notification by County.

However, the Parties agree and understand that the Services covered under this Agreement shall not proceed until the Manager activates this Agreement by the Manager's approval of the issuance of a Purchase Order which shall certify funds for this Agreement, Manager's written notice to the Contractor to proceed, and Contractor's receipt of a Purchase Order.

### III.

#### LIMIT OF APPROPRIATION

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and her certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Notice to Proceed and Purchase Order are at Contractor's own expense.

#### TOTAL MAXIMUM CERTIFIED

Contractor understands and agrees, said understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that Contractor may become entitled to receive from the County hereunder shall not under any conditions, circumstances or interpretations hereof exceed the amount certified on the Purchase Order issued by the Harris County Purchasing Agent to Contractor prior to the performance of any Services. Under no circumstances shall the amount paid to the Contractor exceed the amount stated on the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability to Contractor under the terms and provisions of this Agreement is limited to the amount of funds on the Purchase Order. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement.

If the Services and charges to be provided for will equal or exceed the amount certified as available by the Purchase Order, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Agreement, Contractor may terminate all Services upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services to the extent funds are available.

In the event that this contract is activated, it is expressly understood and agreed that the County has available the total maximum sum stated in the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of the County as to payment under the terms and provisions of this Agreement may not exceed this sum. Contractor acknowledges and agrees that the amount certified is not exclusively for Contractor, but for a group of emergency service providers.

## OTHER AGREEMENTS

The County does not guarantee any particular volume or number of trips, removals, truckloads, revenue, or profit to Contractor. County reserves the right to withdraw or reallocate the Purchase Order funds at any time as the County deems necessary. County's determination as to the distribution or reallocation of any funds and the selection of contractors to provide Services shall be final.

## FISCAL FUNDING

Contractor understands and agrees that the funds certified available by the County are the exclusive funding of the Agreement. Contractor further understands and agrees that if, for any reason, the funds are withdrawn, reduced or discontinued, then the Agreement shall terminate and the County shall have no further obligation to Contractor other than payment for Services provided by Contractor up to and including the date of termination. Contractor shall not be entitled to receive any liquidated damages, incidental damages, late fees, penalties or finance charges under this Agreement.

## VII.

### CONTRACTOR'S COMPENSATION AND PAYMENT TERMS

The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

Subject to the Limit of Appropriation and in accordance with the BAFO, County will pay Contractor monthly for services performed during this Agreement. Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered each month to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

Contractor shall not perform any Services until it receives a Purchase Order and Notice to Proceed from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

A County representative will monitor the hours worked to determine if the billable hours are accurate and reasonable based on the Services completed and Contractor's BAFO.



## VIII.

## PUBLIC INFORMATION ACT

Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## IX.

## INDEPENDENT PARTIES

The Services performed by Contractor under this Agreement are performed by Contractor as an

independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

**IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

**THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **The County will not be responsible for overtime wages.**

Neither Party shall have the authority to enter into contracts or agreements on behalf of the other

Party.

X.

## TERMINATION

Either Party may terminate this Agreement at any time by thirty (30) days notice in writing to the other party.

Upon the expiration of thirty (30) days from receipt of written notice, Contractor shall discontinue all Services in connection with the performance of this Agreement.

Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice, showing in detail the Services received and accepted by the County under this Agreement, for which the County has not been invoiced or has not paid.

The County agrees to pay Contractor that portion of the prescribed charges for the Services received under this Agreement, less such payments on account of charges as have previously been made.

XI.

## COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of the Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes the Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- G) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- H) Lobbying: Contractor shall not use County 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. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement 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."
- I) No Federal Exclusion: Contractor warrants and represents 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 Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services 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. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of

Contractor has been convicted of a criminal offense related to involvement in any federal program.

- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

## XII.

### SUCCESSORS AND ASSIGNS

The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

## XIII.

### PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

Under no circumstances, except in consultation with its attorneys, shall Contractor release any material or information developed in the performance of this Agreement without the express written permission of the County.

## XIV.

### APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds.

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.

If any provision of the Agreement or this Addendum are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

## XV.

### NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either Party to this Agreement.

## XVI.

### INDEMNIFICATION

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY**



**CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.**

**COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.**

**EXCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL CONTRACTOR OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS, EVEN IF CONTRACTOR OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.**

## **XVII.**

### **NOTICE**

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 the County or Contractor 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 Contractor:	Tetra Tech, Inc. 2301 Lucien Way, Suite 120 Maitland, FL 32751 Attn: <del>Jonathan Burgiel</del> Betty Kamara
To the County:	Office of the County Engineer 10555 Northwest Freeway, Suite 210 Houston, Texas 77092 Attn: Alisa Max
Copy to:	Harris County Purchasing Attn: Chris Kaminski 1001 Preston Suite 670 Houston, TX 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

#### XVIII.

#### TAXES AND CHARGES

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

#### XIX.

#### INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance as it deems it necessary.

**B) Contractor shall maintain at a minimum:**

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County

designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

## XX.

### OWNERSHIP OF DOCUMENTS; COPYRIGHT

Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.

Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.

Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

## XXI.

### AUDIT RIGHTS

Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

Record Retention. The Contractor agrees to retain and provide digital copies to the Harris County Engineer Office within one (1) week of receiving request, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement for six (6) years after the expiration of this Agreement. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make

available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

## XXII.

### NO THIRD-PARTY BENEFICIARIES

The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.

Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

## XXIII.

### PERFORMANCE AND PAYMENT BONDS

Contractor shall execute and deliver to the County a Performance Bond and Payment Bond in accordance with the RFP using the forms attached hereto as Exhibit E and incorporated herein by reference. If Contractor fails to furnish the required bonds within ten (10) days after ~~execution~~ activation of the Agreement, County may terminate Agreement at no further cost to County.

## XXIV.

### WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

## XXV.

### ENTIRE AGREEMENT

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.



XXVI.

## EXECUTION

Multiple Counterparts: This 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 this Addendum.

TETRA TECH, INC.

By: 

Name: Jonathan Burgiel

Title: Vice President

Date: July 30, 2015

HARRIS COUNTY

By: ED EMMETT  
COUNTY JUDGE

AUG 11 2015

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: 

T. Scott Petty  
Assistant County Attorney  
C.A. File 15GEN0773

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)



EXHIBIT A

“Request for Proposal Job No. 15/0040”

(follows behind)

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)



# HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

**Job No.**  
**15/0040**

**PROPOSAL FOR:** Debris Monitoring Services for Harris County (For one (1) year beginning approximately June 1, 2015)

**DUE DATE:** March 23, 2015

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals 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 proposal 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 PROPOSAL".**

**RETURN PROPOSAL TO:**

**HARRIS COUNTY PURCHASING AGENT  
1001 PRESTON AVENUE, SUITE 670  
HOUSTON, TEXAS 77002**

**Buyer:** Chris Kaminski at (713) 755-5273 or email: Ckaminski@pur.hctx.net

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees? ☐ Yes ☐ No If yes, what % of employees: \_\_\_\_%

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

## 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. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X   5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X   6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X   7. **Attachments**
  - X   a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - \_\_\_\_\_ 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.
  - \_\_\_\_\_ 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.
  - \_\_\_\_\_ 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. **Questionnaire**
  - X   k. **Description of Position Titles**
  - X   l. **CPI-W Based Price Adjustment Calculations**
  - X   m. **Sample Performance/Payment Bond Forms**

## GENERAL REQUIREMENTS FOR PROPOSALS

**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 requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal 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 proposal 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/](http://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 proposal package.

### **ASSIGNMENT**

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

### **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 proposals. 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.

### **BONDS**

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal 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.

## COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

## 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 proposal.

## CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

## DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal 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 proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - 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 proposed 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 proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is **NOT** the only criteria for making a recommendation. A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request

for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

#### **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 a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, 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 request for proposal 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 exclusively 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 proposal, 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 proposal. 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 proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal 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 proposed 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 proposal 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 proposal 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 proposal, that proposal 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."

#### **PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal 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.

#### **PROPOSAL RETURNS**

Offerors must return all completed proposals 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 proposals will not be accepted for any reason.

## **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 proposed.

## **SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal 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 proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

## **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 proposal 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 proposal. 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](http://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 11/13

## SPECIAL REQUIREMENTS/INSTRUCTIONS

*The following requirements and instructions supersede General Requirements where applicable. Should this contract apply to other governmental entities, references to "Harris County" and the "Harris County Commissioners Court" may apply to one or more of the following:*

- "Harris County Flood Control District" governed by "Harris County Commissioners Court"*
- "Harris County Hospital District" governed by its "Board of Managers"*
- "Harris County Community Supervision and Corrections Department"*
- "Community Health Choice, Inc." wholly owned subsidiary of the Harris County Hospital District*

### VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, clearly marked "ORIGINAL", and fourteen (14) copies, clearly marked "COPY", must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor's name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

#### **RFP Cover Sheet**

#### **Table of Contents**

**Section I: Transmittal Letter, Residence Certification (Attachment a), Insurance (Attachment e and f), and signed Addenda (when applicable; see Addenda under General Requirements) – The transmittal letter should include:**

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A brief statement summarizing the vendor's understanding of the project and relevant experience.

**Section II: Scope of Service/Narrative of Proposed Services**

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.

**SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Provide past experience on projects of similar size and scope.
- Provide proof of understanding of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines for debris monitoring and public assistance.
- Show proof of ability of vendor to work within complex government framework similar to Harris County.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

**Section III: Pricing Information** -- See PRICING/DELIVERY INFORMATION page for instructions.

**Section IV: Organizational Information/Qualifications**

- Vendor's history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Provide documentation that the vendor meets the following requirements:
  - Vendor shall have a minimum of five (5) years of company history performing disaster recovery services
  - Vendor shall have on staff at least two (2) project managers that participated in domestic debris monitoring services/public assistance services for at least three (3) storm events (rain or wind)
  - Vendor must be able to mobilize in Harris County within twenty-four (24) hours of notification of an imminent disaster
  - Vendor must have a minimum of forty-five (45) trained disaster recovery personnel on staff
  - Vendor must have worked as a debris monitor on behalf of a state or local government for at least four (4) separate domestic recovery efforts in response to rain or wind events
  - Vendor must provide proof of bonding capacity up to \$20,000,000.
- Provide the most recent audited financial statement including your organization's latest balance sheet and income statement. Provide name and address of firm preparing the attached financial statement, and the date thereof
- Provide a listing of lawsuits the vendor has been a party to during any of the three (3) years preceding the date of this proposal and any pending lawsuits or Federal, State, or Local government violations under investigation. This list should identify each case by



### **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

name, case number, and court in which it was filed, as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County shall retain its right to disqualify a vendor based on legal history

- Licenses/accreditations/credentials
- References (Attachment h)

**Section V: Legal Documents** – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

**Section VI: Questionnaire** (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

**Section VII: Miscellaneous** – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

### **EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet



### **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Harris County Purchasing. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

### **EVALUATION CRITERIA**

The following considerations will be utilized accordingly in evaluating the proposals:

- a. Cost of services (Section III) .....40%
- b. Past Experience on Projects of Similar Size and Scope (Section II, IV) .....20%
- c. Understanding of federal guidelines for Debris Monitoring and Public Assistance  
(Section II).....15%
- d. Ability of vendor to work within complex government framework similar to  
Harris County (Section II, IV) .....15%
- e. Relevant staff experience and Safety Record (Section IV, VI).....5%
- f. Depth of staff at key levels and bonding capacity (Section IV, VI) .....5%

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

### **AWARD**

Harris County anticipates awarding to a single vendor. However, Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County. No award can be made until approved by Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase

**SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

**TOLL FEES**

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

**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.

**LEGAL DOCUMENTS**

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor will be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

**INVOICES**

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement.

**CHANGES IN CONTRACT**

Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the agreement. Therefore, Harris County may, from time to time, request revisions in order to adjust to its needs. Modifications require approval by Harris County Commissioners Court.

**TERMINATION OF AGREEMENT**

In addition to any rights and remedies detailed in the General Requirements of this RFP, Harris County reserves the right to terminate any agreement based upon failure to comply with usual and customary practices of the industry; breach of any laws, rules, or regulations; or failure to significantly comply or meet the performance expectations as established in a subsequent contract, if any, between Harris County and an offeror.

## SPECIFICATIONS

### **Debris Monitoring Services for Harris County**

#### **SCOPE**

The intention of this Harris County Request for Proposal (RFP) is to solicit offers for a term contract for debris monitoring services for one (1) year beginning approximately June 1, 2015.

#### **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference is scheduled for **March 18, 2015 at 10:00 a.m.**, in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas. **Attendance is not mandatory but all vendors are strongly encouraged to attend in order to have a better understanding of the requirements of this RFP.** Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at 713-755-5036 at least two (2) days prior to the conference.

It is the responsibility of each vendor to examine the entire RFP package, seek clarification in writing, and review their RFP response for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Chris Kaminski, Office of the Purchasing Agent, via email to [ckaminski@pur.hctx.net](mailto:ckaminski@pur.hctx.net). The deadline for submission of questions relating to this RFP is **March 20, 2015, no later than 12:00 pm**. 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 four (4) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.

#### **SPECIFICATION**

The vendor shall provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County's ability to receive full federal reimbursement for recovery efforts. (The term 'seventy (70) hour push period' is meant to indicate the time period for initial post disaster recovery services. The actual duration of this period could be modified based on the event.)

These services will only be utilized during an emergency situation; therefore funds will not be encumbered until the services are needed and the County activates the contract. Once the contract is activated the vendor will be required to provide the bonds as detailed within this RFP. The following minimum requirements may be requested by the County during an event that requires disaster debris monitoring services:

1. **Project Management** – Debris monitoring firm will be a part of Harris County's debris recovery operation management team and will be expected to provide a project management team to supplement and take direction from County staff. Consultant staff may be called upon to assist in tasks such as, but not limited to, the following:

- **Consultant Liaisons** – Provide a liaison to each of Harris County's four (4) Precincts.
- **Debris Management Action Plan** – Debris monitoring firm may be called upon to assist in the creation of an event specific debris management plan.
- **Cost Tracking:** – Debris monitoring firm shall expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies. Cost shall be tracked by each of the four County Precincts.
- **Staff Mobilization** – When the impact of a disaster becomes apparent on the County, essential debris monitor staff with key experience in various aspects of debris operations (including seventy (70) hour push, truck certification, mapping/zone development, etc.) shall mobilize in the region in order to participate in the "response" phase of the disaster event. Additional consultant staff shall be contacted and put on standby for potential mobilization to the County. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the debris monitoring firm.
- **Equipment/Supplies Mobilization** – The debris monitoring firm shall ensure that all necessary equipment and supplies are mobilized which may include a mobile command center, generators, electronic monitoring support devices and /or an inventory of load tickets, and other essential field equipment (e.g., cameras, global positioning system (GPS) units, etc.).
- **Project Management Meetings and Reporting** – The debris monitoring firm shall facilitate meetings between the County, key debris monitor staff, and the debris removal vendor project management staff to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. These meetings shall continue for a length of time to be determined based on the nature of the recovery effort. The debris monitoring firm shall prepare a daily report of key event statistics for the County utilizing data collected by the debris monitoring firm, in coordination with the debris hauler(s), that includes information such as: (1) number of collection vehicles operating, (2) total loads and cubic yards collected per Temporary Debris Storage and Reduction Site (TDSRS), by debris type, (3) total loads and cubic yards collected per vendor, by debris type, (4) average truck size per vendor, (5) number of participants at public drop-off sites, etc. Data shall be broken up by each of the four (4) Harris County Precincts. Other documentation will be required, as requested by the County, including a final summary report as well as reports required for environmental permitting requirements. The debris monitoring firm shall provide data based on actual verified loads (not estimates) within the first seven (7) days of debris operations.
- **Work Scheduling** – The debris monitoring firm may be asked to assist in work scheduling, especially to assist with addressing critical damage areas and "hot spots" that may require immediate attention.
- **Vendor Damages** – The debris monitoring firm may be asked to develop a database application to track and help the County manage vendor damages.

2. **Seventy (70) Hour Push Period Assistance** –The debris monitoring firm may be ask to assist the County for push period activities including: (1) compiling information from the debris hauler(s) and the Harris County Precincts, and assisting the County in preparation of reimbursement paperwork for this period, and (2) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested. (\*The term 'seventy (70) hour push period' is meant to indicate initial post-disaster services. The actual duration of this period could be modified based on the event.)

3. **Public Information Support** – Debris monitoring firm may be ask to assist the County in public outreach following a storm event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to

respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. This includes performing all work in a manner to maximize federal reimbursement.

4. **Truck Certification** – Debris monitoring firm may be asked to assist with truck certification activities, including utilizing and providing truck certification forms that follow the latest federal guidelines related to certification documentation and volume calculations. Truck certification activities should also include an inspection to ensure the vehicles are in good working condition and meet minimum Texas Department of Transportation (TxDOT) and County compliance. Certifications should also include a methodology to discourage collection vendors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Debris monitoring firm shall be prepared to provide staff to perform certifications if requested.
5. **Field Monitoring** – Field monitoring of debris haulers shall be performed in accordance with current federal requirements and in coordination with County staff. The debris monitoring firm may be ask to assist with the following tasks:
  - **Debris Monitoring Employees** - The debris monitoring firm hired shall be required to perform adequate training for local staff hired at no expense to the County. Additionally, the debris monitoring firm shall be prepared to bring in experienced field monitors to oversee operations and to perform tasks if there is a concern over the quality of work. The debris monitoring firm shall provide all field personnel with badges (including a recent photo) identifying them as County vendors and field reference documents (e.g., sample completed tickets, etc.). All debris monitoring firm employees must be able to effectively communicate to a level appropriate to their responsibilities. For example, a disposal site monitor must be able to accurately write a load ticket.
  - **Daily Field Monitor Operations** - Debris monitoring firm staff shall meet at designated staging areas prior to the start of operations. Prior to daily initiation of monitoring, staff shall be debriefed by debris monitoring firm management on any pertinent issues, receive safety gear, and receive materials. The ratio of monitors to hauler trucks should be appropriate to the disaster being monitored and is expected to vary through the disaster, but always be adequate to meet federal requirements. Debris monitoring firm field supervisors should be assigned to teams of debris monitors. Supervisors shall be responsible for management activities, including verification of load ticket accuracy and response to collection monitor and debris vendor issues in the field. Field monitors shall be responsible for federal required activities and County requested activities, including: (1) verifying the proper loading and compaction of debris into the debris recovery vendor's certified loading container, (2) ensuring that all debris recovery vendors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County. At the close of operations each day, all information related to completed tickets, street areas cleared of debris on that particular day, and report any inconsistencies or problems that occurred during the day shall be reported to the County.
  - **Quality Assurance (QA) and Quality Control (QC) Program** - A QA/QC program should be initiated by the debris monitor firm to minimize errors in debris monitor tickets. All QA/QC functions shall be coordinated through the County staff and shall include, but is not limited to, the review and inspection of data entry, truck certifications, load ticket accuracy, compliance with all applicable local, state, and federal laws and regulations governing debris management.



- **Other Field Monitoring Support Services** – Debris monitoring firm shall perform other field monitoring services as necessitated by the disaster and as directed by the County that could include tasks such as: monitoring of leaner and hanger removal programs, monitoring of animal carcass removal program, monitoring of freon removal, monitoring of white goods debris removal program, monitoring of asbestos removal programs, FEMA and National Resources Conservation Service (NRCS) waterways debris removal programs, abandoned vehicle and vessel recovery programs, and comprehensive private property/Right of Entry (ROE) debris removal programs. This is not a complete list of programs as each event brings different circumstances; however, monitor shall be expected to be able to provide a full array of monitoring services as the event requires.

#### 6. **TDSRS Monitoring and Support**

- **Tower Monitoring** – Debris monitoring firm shall provide the County with TDSRS support for the disaster recovery phase that will meet all federal, state, and local requirements, as requested. This will include providing the County with TDSRS tower monitoring services that includes: making truck fullness load calls and recording the information on the proper load ticket, taking photographs of loads (as directed by the County), consulting with truck drivers and debris vendor staff on potential safety issues, verifying that vendor equipment is empty prior to leaving the TDSRS, and collecting and organizing load tickets. Debris monitoring firm may be asked to provide after-hours site security at TDSRS sites while not in operation, traffic support, or any other service related to the TDSRS site.
- **Public Drop-Off Site Operations** – Debris monitoring firm shall be prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Additional services may include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

#### 7. **Data Administration and Invoice Reconciliation**

- **Data Administration** – Debris monitoring firm shall be responsible for managing the data and reconciling invoices throughout the recovery efforts, as requested. Data shall be stored electronically and be able to be accessed and sorted based on multiple factors. Reports shall be generated daily of verified work performed the previous day. Data shall be used to assist in determining areas in need of additional passes. Other reports shall be generated, at the County's request. Data shall be constantly used to assist in QA/QC of work performed, and the debris monitoring firm shall perform consistent QA/QC functions on data entry. All work shall be performed to FEMA and Texas Commission on Environmental Quality (TCEQ) standards.
- **Invoice Reconciliation** - Debris monitoring firm shall also be responsible for reviewing and approving debris vendor invoices in a timely fashion. Invoice reconciliation shall include a ticket-by-ticket comparison and reconciliation of the debris monitoring firm database vs. the debris hauler(s) database; however, consultant shall be responsible for reconciliation of the databases. Debris monitoring firm shall provide a recommendation for payment letter for each debris hauler invoice to the County. All work shall be done to federal standards. The debris monitoring firm shall work with the County to track the impact payment approvals made on obligated Project Worksheets and County Purchase Orders to effectively plan Purchase Order adjustments and the need to generate adjustment (Version) Project Worksheets.

8. **Funding Support** – Debris monitoring firm shall assist the County in ensuring they receive maximum reimbursement for eligible work from state and federal agencies. Specific funding



support services may include working with the County to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and preparation of subsequent amendments, assisting the County and FEMA Public Assistance. Debris monitoring firm shall be prepared to assist County with appeals based on their in-depth knowledge of federal reimbursement policies. Debris monitoring firm shall be prepared to assist the County, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Debris monitoring firm shall be prepared to assist County in finding additional funding reimbursement sources related to disaster mitigation.

9. **Safety** – All work shall be performed in a safe manner as Harris County takes safety of its employees, consultants and vendors very seriously. Debris monitoring firm shall perform all tasks in a safe manner and shall report any instances of unsafe behavior to the County immediately.
10. **Regulatory and FEMA Policy Familiarity** – Debris monitoring firm shall serve as a resource to the County on FEMA policies and pertinent regulatory requirements related to debris management operations.
11. **Pre-Storm Coordination** – Debris monitoring firm shall meet with the County once prior to June 1<sup>st</sup> of each year to coordinate services for the upcoming season. The meeting shall take place in Harris County. Additionally, debris monitoring firm shall meet with the County immediately prior to a credible disaster threat to the County in Harris County. These meetings shall occur at no cost to the County and are meant to facilitate increased coordination of efforts, to discuss the County's expectations of the debris monitoring firm, and to fast track recovery activities when a disaster impacts Harris County. County reserves the right to bring in debris haulers and other key recovery staff and vendors to any and all meetings.
12. **Other Debris Monitor and Recovery Services** – Other debris monitor and recovery services may be requested of the debris monitor firm, as directed by the County.
13. **General operation requirements** - In efforts to prevent an excessive number of debris monitors, County recovery staff shall pre-approve and/or conduct routine site visits to determine the debris monitors and debris hauler's efficiency of staff personnel. It is at the County's sole discretion to determine if monitoring or hauling staff are being properly and efficiently utilized. If determined that excessive and underutilized debris monitoring and debris hauling staff are present on the job site, then County staff may elect to eliminate any reimbursement to the respective debris monitor or debris hauler for services rendered by excessive staff
14. **General invoicing requirements** – Debris monitoring firm shall invoice Harris County within forty-five (45) days of commencement of work, and no more than once every thirty (30) days thereafter. Invoices shall include time and allowable reimbursable(s). Time and allowable reimbursable(s) not invoiced within forty-five (45) days of work performed or within forty-five (45) days of the reimbursable expenditure made will not be paid. County shall respond to all invoices from debris monitoring firm within thirty (30) days of receipt of invoice. The response shall be payment of invoice, denial of invoice, or questions on invoice.
15. **Non-reimbursable items** – The following items are considered incidental to hourly rates and non-reimbursable as separate charges:
  - Office supplies

- Forms
- Computer and other electronics (hardware and software) related expenses
- Other communication related expenses (internet, phone, etc)
- Mileage and fuel
- Accommodations for out-of-town staff, including airfare, hotel, food, rental cars, etc.
- Other basic supplies

All expenses proposed for reimbursement must be authorized in writing by County staff prior to encumbrance of expenses.

Prior to submitting your response to this RFP, proposers should review attachment k., Description of Position Titles, to get a better understanding of each position referenced on the Pricing/Delivery Information sheet.

**PRICING/DELIVERY INFORMATION****PRICING**

Vendor must fill in the open lines. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County reserves the right to award as best services the County's interest. **Pricing must be all inclusive. Harris County will not allow for any other rates or charges.**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
1	Principal In Charge	Hr	600	\$	\$
2	Project Manager	Hr	2,600	\$	\$
3	Deputy Project Manager	Hr	1,600	\$	\$
4	Data Manager	Hr	4,500	\$	\$
5	Field Supervisor	Hr	24,500	\$	\$
6	Disposal Site Monitor	Hr	37,000	\$	\$
7	Collection Monitor	Hr	240,000	\$	\$
8	Project Coordinator	Hr	20,000	\$	\$
9	Load Ticket Data Entry Clerk	Hr	2,000	\$	\$
10	Billing/Invoice Analyst	Hr	1,000	\$	\$
11	Billing/Invoice Manager	Hr	3,500	\$	\$
12	Operations Manager	Hr	9,000	\$	\$
13	Citizen Drop-Off Site Monitor	Hr	1,700	\$	\$
14	GIS Operator	Hr	9,000	\$	\$
15	Federal Coordinator/Specialist	Hr	20	\$	\$
16	Consultant Liaison	Hr	1,750	\$	\$
17	Public Information Support Manager	Hr	500	\$	\$
18	Call Center Staff	Hr	1,500	\$	\$

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Reimbursable Expenses</u></b>	<b><u>Percentage Mark Up</u></b>	<b><u>Total Price</u></b>
19	Allowable Reimbursable expenses	\$	25,000	%	\$
<b>Grand Total (1 thru 19)</b>					<b>\$</b>

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.: **150040**

Attachment a.

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

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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\*\***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* 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 \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

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

Revised 11/09

### 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.

**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.

Attachment h.

**REFERENCES**

Provide a minimum of five (5) governmental entities or companies that you have performed similar work of the same scope and size as defined in this bid. If additional space is required, include attachment to this section of the bid.

1. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

2. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

3. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

4. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)

**REFERENCES (CONTINUED)**

5. Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Brief description of work performed and cost: \_\_\_\_\_  
\_\_\_\_\_
6. Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Brief description of work performed and cost: \_\_\_\_\_  
\_\_\_\_\_
7. Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Brief description of work performed and cost: \_\_\_\_\_  
\_\_\_\_\_

Attachment j.  
Questionnaire

### QUESTIONNAIRE

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials, additional pages, or requested lists providing additional information may be attached and included in Section II.

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
5. Years in business under above name: \_\_\_\_\_
6. Years in business in Texas \_\_\_\_\_
7. Primary individual to contact: \_\_\_\_\_
8. Primary individual's phone number: \_\_\_\_\_
9. Name of any parent companies: \_\_\_\_\_
10. Name of any affiliated companies: \_\_\_\_\_
11. How many years has your organization been providing debris monitoring services?  
 A. Government Entities: \_\_\_\_\_  
 B. Private Entities: \_\_\_\_\_
12. Identify the company principles and key project team members who will work on this project. Provide a resume for each individual. Also provide a list of any subcontractors who will be working on this project.
13. Provide documentation describing vendor qualifications and vendor experience working for debris monitoring services.
14. Provide safety record for each of the past three (3) calendar years, and describe firm safety experience working on debris monitoring or other related projects of similar scope.
15. Vendor shall submit with their proposal, proof of bonding capacity up to \$20,000,000. Submit proof of this coverage from your Surety company on their letterhead. Sample performance/payment bonds are hereby incorporated into this solicitation as attachment m., Sample Performance/Payment Bond Forms. When contract is activates, vendor shall be required to submit performance/payment bonds (Bond forms will be provided by Harris County) prior to work beginning. All bonding cost will be considered incidental to contract and should be included in hourly rates on the Pricing/Delivery Information sheet.

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)

**DESCRIPTION OF POSITION TITLES FOR DEBRIS MONITORING FIRM**

1. **Principal In Charge:** The Principal-in-Charge is a senior ranking company representative responsible for the overall operation. The responsibilities of the Principal-in-Charge include, but are not limited to, assurance of technical, administrative, labor, quality, and federal reimbursement objectives have been met in accordance with County standards.
2. **Project Manager:** The Project Manager is responsible for the day-to-day operations of the engagement. The responsibilities of the Project Manager include, but are not limited to, providing assistance to the Principal-in-Charge in the administration of the contract with the County; enforcement of the contract provisions; serving as the primary point of contact for County staff; maintaining appropriate staffing levels; implementation of quality assurance and control measures; review of daily activity; ensuring that appropriate activities are reimbursable to the client under various grant programs (including the FEMA Public Assistance program); review and submittal of invoices; and overall management and oversight of the County project.
3. **Deputy Project Manager:** The Deputy Project Manager is responsible for providing backup support for the Project Manager. The Deputy Project Manager will serve in a subordinate role to the Project Manager and will fill in for the Project Manager at times when the Project Manager is temporarily unavailable.
4. **Data Manager:** The Data Manager oversees the entering, tabulating, and organization of collection and disposal data into FEMA-required formats and TCEQ-required formats. Similar forms may be required for submission under other federal or state government programs. The Data Manager provides regular updates on the quantities and types of debris collected. The Data Manager designs and implements quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices. The Data Manager shall be responsible for implementation and support of any electronic monitoring interface software provided by the vendor.
5. **Field Supervisor:** Field Supervisors are assigned for both collection and disposal operations. The Field Supervisor(s) for collection operations are responsible for coordinating all collection monitoring activity for their assigned debris vendor within their designated zones or areas. Field Supervisors for disposal operations are responsible for coordinating all monitoring activity at each of the approved Temporary Debris Storage and Reduction site locations. In this capacity, the Disposal Field Supervisors resolve disposal site issues, review load tickets for accuracy, certify the cubic yard capacity on collection vehicles, and serve as immediate field contacts for all parties. All field supervisors will likely serve as liaisons with the debris vendors and provide assistance in the dispatch and coordination of Vendor resources.
6. **Disposal Site Monitor:** Disposal Site Monitors are responsible for viewing inbound and outbound disaster debris from towers at the approved TDSRS locations. This is done to verify truck percentages full, types of waste, and that trucks have been fully unloaded. Disposal Site Monitors also coordinate the handling of load tickets that record required federal data. The Vendor shall provide load tickets for the operation to their monitors at no additional cost to the County; the tickets shall be considered incidental expenses.
7. **Collection Monitor:** In order to obtain federal reimbursement, all loads must be monitored on-route by Collection Monitors. Collection Monitors ensure that the debris collected has been taken from the right-of-way within areas designated by the County, and that the debris is hurricane (or other specified event) related. Collection Monitors also monitor the identification, selection and removal of damaged trees and branches. Collection Monitors document the collection effort on load tickets which provide federally required data. Vendor shall provide load tickets at no additional cost to the County; the tickets shall be considered an incidental expense.
8. **Project Coordinator:** The primary responsibility of the Project Coordinator is to organize and maintain project data – including load tickets, truck certifications, leaner / hanger photographs, etc. Project Coordinators also assist the Project Manager and Operations Manager in resolving various operational issues on a daily basis (e.g. crew quits early and monitor needs to be reassigned, etc.).

9. **Load Ticket Data Entry Clerk:** If required for operations, Load Ticket Data Entry Clerks serve to enter load ticket and other data into spreadsheet or database format acceptable to FEMA, other federal agencies, TCEQ and the County. Clerks also provide secondary review of data quality and attempt to resolve anomalies.
10. **Billing/Invoice Analyst:** The Billing/ Invoice Analyst works to support the Billing/Invoice Manager in matters assigned related to the analysis of vendor submitted invoices and data necessary to evaluate those invoices.
11. **Billing/Invoice Manager:** The Billing/Invoice Manager works with the Data Manager to ensure the entering, tabulating, and organization of collection and disposal data into federally required formats. The Billing/Invoice Manager develops regular updates on the quantities and types of debris collected. The Billing/Invoice Manager provides quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices.
12. **Operations Manager:** The Operations Manager reports to the Project Manager and provides daily oversight to the Field Supervisors. The Operations Manager is additionally responsible for coordinating the scheduling of monitoring personnel with Scheduler/Expediter and resolving personnel-related issues.
13. **Citizen Drop-Off Site Monitor:** Citizen Drop-off Site Monitors are responsible for monitoring inbound citizen hurricane (or other event) debris to approved citizen disposal locations. In addition, Citizen Drop-off Site Monitors coordinate the transportation of hurricane (or other event) debris from the Citizen Disposal Site to the closest TDSRS.
14. **GIS Operator:** The GIS Operator is a GIS skilled employee that works to support the debris management effort, as directed by the County.
15. **Federal Coordinator/Specialist:** The Federal Coordinator/ Specialist is responsible for the oversight of all Field Monitoring activities to ensure compliance with FEMA regulations, other applicable federal regulations, and disaster-specific guidance. The Federal Coordinator/ Specialist is also responsible for evaluating and assessing the impact of FEMA regulations, other federal regulations, and disaster-specific guidance on other existing project operations and, if necessary, implementing process changes to ensure compliance. The Federal Coordinator/ Specialist is responsible for ensuring that all field activities conform to all applicable federal and state requirements.
16. **Consultant Liaison:** Consultant Liaison shall be provided to each of Harris County's four precincts, as requested, and is responsible for addressing issues and concerns within their precinct. The Liaison shall be available to attend meetings with staff from that precinct as well as the project team as a whole, and must be familiar with all operations within that precinct. The Liaison shall be a problem solver both within debris monitoring firm for issues particular to work within the precinct, and shall work with appropriate staff to address any issues within that precinct that are outside of the monitoring firm's direct authority.
17. **Public Information Support Manager:** The Public Information Support Manager shall be responsible for managing all aspects of the public information support activities requested, which may include the management of a call center or the development of messaging for the public. The Public Information Support Manager will only be needed if requested and will work closely with the County's Public Information Officer.
18. **Call Center Staff:** If the recovery response warrants the creation of a call center, Call Center Staff shall be brought on to answer calls or emails from the public related to basic questions the public may have, read pre-scripted information to the public, provide basic information as directed by the County's Public Information Officer, and/or document conversations for the County's further use.



### CPI-W BASED PRICE ADJUSTMENT CALCUTIONS

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the ninth of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

<b>Period #:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>From:</b>	6/07	4/07	2/07	12/06	10/06	8/06
<b>To:</b>	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

Attachment m.  
Sample Performance/Payment Bond Forms

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

Pursuant to Local Government Code 262.032.

STATE OF TEXAS  
COUNTY OF HARRIS

**KNOW ALL MEN BY THE PRESENTS:**

That, \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal; and  
address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation; existing under and by virtue of  
the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office  
is located in the City of \_\_\_\_\_ State of \_\_\_\_\_, whose registered agent residing in the State of Texas,  
authorized to accept service in all suits and actions brought within said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the  
full sum of \_\_\_\_\_ No/Cent Dollars (\$ \_\_\_\_\_) 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 entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 to

Job No. \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at  
length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of Harris, Texas,  
all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in said  
contract and agreement, and further agree, bind and obligate themselves to save and keep harmless the County of Harris from any and all  
damages expense and claims of every kind and character which the County of Harris may suffer directly or indirectly, as a result of the  
execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or abandoned by him,  
or declared abandoned or suspended by the County, then said Surety shall have the right and privilege within five (5) days after the date  
of notice of such action from the County, to assume control of the contract and all work thereunder and to sublet or complete it  
in strict conformity with the provisions of said contract; and provided, further, that failure on the part of the Surety to do so within said  
five (5) days will work an immediate forfeiture of all right to thereafter assume control of the contract and the work thereunder. Failure of  
the County to give the Surety notice of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in  
any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code 262.032, and all  
liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length  
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)

I certify that the Commissioner's  
Court approved this Bond on

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_, 2015.

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment m.  
Sample Performance/Payment Bond Forms

Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**

Pursuant to Ch. 2253, Tex. Gov't Code, as amended

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

That, \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter  
called the Principal; and \_\_\_\_\_ mailing address: \_\_\_\_\_ physical address: \_\_\_\_\_  
phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the  
State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in  
the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to  
accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_ mailing  
address: \_\_\_\_\_ physical address: \_\_\_\_\_ phone: \_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of  
\_\_\_\_\_ and No/Cent Dollars (\$ \_\_\_\_\_) 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 entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, to

Job No. \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all  
claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as  
amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it  
were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

Accepted and Approved on behalf of Harris County \_\_\_\_\_

on \_\_\_\_\_, 2015

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)  
Countersignature: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)

EXHIBIT B  
“Certificate of Acord”  
(follows behind)

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
 July 9, 2015

Holder Identifier : FGLH2

Certificate No : 570056673088



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		<b>CONTACT</b> NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
<b>INSURED</b> Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Lexington Insurance Company	19437
		INSURER B: National Union Fire Ins Co of Pittsburgh	19445
		INSURER C: The Insurance Co of the State of PA	19429
		INSURER D: AIG Europe Limited	AA1120841
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 570056673088 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDL INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage <input checked="" type="checkbox"/> GL Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL5388413	10/01/2014	10/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA 5101755	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$100,000		TH2400061	10/01/2014	10/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC028328161 WC028328165 WC028328166 WC028328167	10/01/2014 10/01/2014 10/01/2014 10/01/2014	10/01/2015 10/01/2015 10/01/2015 10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Contractor Prof		028182375 Prof/Pol1 Liab	10/01/2013	10/01/2015	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Contract for Disaster Debris Monitoring Services, Job No. 15/0040, Harris County, TX is included as an Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Harris County, TX in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation policies. Stop Gap Coverage for the following states: OH, ND, WA, WY

**CERTIFICATE HOLDER**
**CANCELLATION**

HARRIS COUNTY, TEXAS 1001 PRESTON AVENUE, SUITE 670 HOUSTON, TEXAS 77002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of  
 Policy No. WC 028328166 issued to Tetra Tech, Inc.  
 By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of  
 Policy No. GL5388413 issued to Tetra Tech, Inc.  
 By: National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of  
 Policy No. CA5101755 issued to Tetra Tech, Inc.  
 By: National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of  
 Policy No. WC 028328161 issued to Tetra Tech, Inc.  
 By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of  
 Policy No. WC028328165 Issued to Tetra Tech, Inc.  
 By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

**ENDORSEMENT**

This endorsement, effective 12:01 AM 10/01/2014

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED  
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

EXHIBIT C

“Best and Final Offer”

(follows behind)

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)





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

April 17, 2015

Mr. Jonathan Burgiel  
Tetra Tech, Inc.  
2901 Wilcrest Drive, Suite 400  
Houston, TX 77042

**RE: Request for Proposal (RFP) - Job No. 15/0040, Debris Monitoring Services for Harris County**

Dear Mr. Burgiel:

Harris County is preparing to make a recommendation of award for the above-mentioned RFP. At this time, Harris County is requesting your Best and Final Offer (BAFO). Please submit your BAFO for the subject RFP to the undersigned at the Office of the Purchasing Agent not later than 10:00 a.m., April 22, 2015. Please mark the BAFO to the attention of Chris Kaminski, Buyer, 1001 Preston, Suite 670, Houston, Texas 77002, or, you may e-mail to [ckaminski@pur.hctx.net](mailto:ckaminski@pur.hctx.net).

The following represents what Harris County understands to be your current offer. Please indicate your BAFO in the column next to the current offer and sign the page where indicated.

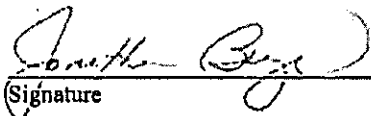
<u>Harris County</u>	<u>Current Offer</u>	<u>Best &amp; Final Offer</u>
1. Base Proposal: Comprehensive debris monitoring services.	\$12,766,200	<u>\$12,666,650</u>

If you have any questions, please direct them, in writing, to my attention or call me at (713) 755-5273.

Sincerely,

//S// Chris Kaminski

Chris Kaminski  
Buyer

  
Signature

April 22, 2015  
Date



**PRICING/DELIVERY INFORMATION****PRICING**

Vendor must fill in the open lines. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County reserves the right to award as best services the County's interest. Pricing must be all inclusive. Harris County will not allow for any other rates or charges.

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
1	Principal In Charge	Hr	600	\$ 85.00	\$ 51,000
2	Project Manager	Hr	2,600	\$ 75.00	\$ 195,000
3	Deputy Project Manager	Hr	1,600	\$ 70.00	\$ 112,000
4	Data Manager	Hr	4,500	\$ 50.00	\$ 225,000
5	Field Supervisor	Hr	24,500	\$ 43.00	\$ 1,053,500
6	Disposal Site Monitor	Hr	37,000	\$ 33.00	\$ 1,221,000
7	Collection Monitor	Hr	240,000	\$ 33.00	\$ 7,920,000
8	Project Coordinator	Hr	20,000	\$ 30.00	\$ 600,000
9	Load Ticket Data Entry Clerk	Hr	2,000	\$ 0.00	\$ 0.00
10	Billing/Invoice Analyst	Hr	1,000	\$ 45.00	\$ 45,000
11	Billing/Invoice Manager	Hr	3,500	\$ 50.00	\$ 175,000
12	Operations Manager	Hr	9,000	\$ 65.00	\$ 585,000
13	Citizen Drop-Off Site Monitor	Hr	1,700	\$ 32.50	\$ 55,250
14	GIS Operator	Hr	9,000	\$ 30.00	\$ 270,000
15	Federal Coordinator/Specialist	Hr	20	\$ 95.00	\$ 1,900
16	Consultant Liaison	Hr	1,750	\$ 40.00	\$ 70,000
17	Public Information Support Manager	Hr	500	\$ 40.00	\$ 20,000
18	Call Center Staff	Hr	1,500	\$ 28.00	\$ 42,000

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Reimbursable Expenses</u></b>	<b><u>Percentage Mark Up</u></b>	<b><u>Total Price</u></b>
19	Allowable Reimbursable expenses	\$	25,000	0 %	\$25,000
<b>Grand Total (1 thru 19)</b>					<b>\$ 12,666,650</b>

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.

EXHIBIT D  
“CPI-W Based Price Adjustment Calculations”  
(follow behind)

**CPI-W Based Price Adjustment Calculations**

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the eighth month of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

<b>Period #:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>From:</b>	6/07	4/07	2/07	12/06	10/06	8/06
<b>To:</b>	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

EXHIBIT E

“Performance and Payment Bond Forms”

(follows behind)

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**  
Pursuant to Local Government Code 262.032.

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal;  
and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation;  
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business  
in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of  
, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within  
said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter called  
Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators  
executors successors and assigns, jointly and everally, firmly by these presents. WHEREAS, the Principal has entered  
into a certain written contract with the Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, 2013 to:

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent  
as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of  
Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and  
every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and  
keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the  
County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or  
abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege  
within five (5) days after the date of notice of such action from the County, to assume control of the contract and  
all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided,  
further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all  
right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice  
of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code  
262.032 and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same  
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Principal)

I certify that the Commissioner's  
Court approved this Bond on  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**

Pursuant to Ch. 2253, Tex. Gov't Code, as amended

STATE OF TEXAS §

COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

That, address: phone: (, hereinafter called the Principal; and \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of Dollars) 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 entered into a certain written contract with the Oblige, dated the 25 day of October, 2005, for Job

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Accepted and Approved on behalf of Harris County \_\_\_\_\_

on \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_ (Principal)

Countersignature: \_\_\_\_\_ (Corporate Surety)

By: \_\_\_\_\_ (Attorney-in-fact)

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)

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 AUG 11 2015, 2015 with the following members present, to-wit:

Ed Emmett  
 El Franco Lee  
 Jack Morman  
 Steve Radack  
~~R. Jack Cagle~~

County Judge  
 Commissioner, Precinct No. 1  
 Commissioner, Precinct No. 2  
 Commissioner, Precinct No. 3  
~~Commissioner, Precinct No. 4~~

and the following members absent, to-wit: Comm. Cagle,  
 constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS  
 COUNTY AND TETRA TECH, INC.**

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	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<del>Comm. Cagle</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Recitals***

1. The County desires debris monitoring services for the Office of County Engineer.
2. Tetra Tech, Inc. is capable and willing to perform the services as the Primary Contractor.

Presented to Commissioners' Court

AUG 11 2015

APPROVE L/m  
 Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

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 he is hereby, authorized to execute for and on behalf of Harris County the Agreement with Tetra Tech, Inc. to provide debris monitoring services for the Office of County Engineer; beginning upon execution and ending one year thereafter; with the possibility of four (4) consecutive one-year Renewal Terms under the same terms and conditions specified in the Agreement; for the total maximum sum stated in the Purchase Order issued once the Agreement is activated in accordance with its terms and conditions, the Agreement being incorporated herein as though fully set forth word for word. ~~Remove~~
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: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)





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

April 11, 2017

**Via Email:** betty.kamara@tetrattech.com

Jonathan Burgiel  
 Tetra Tech, Inc.  
 2301 Lucien Way, Suite 120  
 Maitland, FL 32751

**RE: Job No. 15/0040**

Dear Mr. Burgiel:

The contract for Debris Monitoring Services for Harris County expires **August 10, 2017**. **If your company agrees to renew this contract under the same terms and conditions as the awarded contract at no price increase**, other than CPI, Consumer Price Index , (which is approximately 1.57% increase), please notify the Purchasing Department, by signing the bottom of this letter and emailing to [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net) no later than April 18, 2017. Renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County and approval by Commissioners Court.

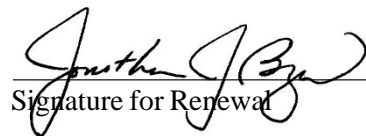
Please provide a copy of your current insurance certificate listing Harris County as additional insured.

Please contact me if you have any questions at 713-274-4427.

Sincerely,  
 //Paige McInnis//  
 Paige McInnis  
 Buyer

POM

-----  
 Tetra Tech, Inc. agrees to renew the contract under the same terms and conditions, (including CPI) as the awarded contract, for the term August 11, 2017 through August 10, 2018.

 April 11, 2017  
 Signature for Renewal Date

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)



## Job No. 15/0040 - Debris Monitoring Services for Harris County

				Tetra Tech, Inc	
Item No.	Description	Unit of Measure	Actual Quantity	Unit Price	Total Price
1	Principal In Charge	Hr	0	\$85.09	\$0.00
2	Project Manager	Hr	0	\$75.08	\$0.00
3	Deputy Project Manager	Hr	0	\$70.07	\$0.00
4	Data Manager	Hr	0	\$50.05	\$0.00
5	Field Supervisor	Hr	0	\$43.05	\$0.00
6	Disposal Site Monitor	Hr	0	\$33.03	\$0.00
7	Collection Monitor	Hr	0	\$33.03	\$0.00
8	Project Coordinator	Hr	0	\$30.03	\$0.00
9	Load Ticket Data Entry Clerk	Hr	0	\$0.00	\$0.00
10	Billing/Invoice Analyst	Hr	0	\$45.05	\$0.00
11	Billing/Invoice Manager	Hr	0	\$50.05	\$0.00
12	Operations Manager	Hr	0	\$65.07	\$0.00
13	Citizen Drop-Off Site Monitor	Hr	0	\$32.53	\$0.00
14	GIS Operator	Hr	0	\$30.03	\$0.00
15	Federal Coordinator/Specialist	Hr	0	\$95.10	\$0.00
16	Consultant Liaison	Hr	0	\$40.04	\$0.00
17	Public Information Support Manager	Hr	0	\$40.04	\$0.00
18	Call Center Staff	Hr	0	\$28.03	\$0.00
Item No.	Description	Unit of Measure	Estimated Reimbursable Expenses	Percentage Mark Up	Total Price
19	Allowable Reimbursable expenses	\$	\$0	0%	\$0.00
Grand Total (1 thru 19)					\$0.00

Provide the actual quantity provided for each line item (September 1, 2016 through April 1, 2017) and extend with the current unit price to get a grand total.

**\*\*Please provide an updated certificate of insurance with Harris County listed as additional insured.\*\***

  
 Signature for Usage Report

April 11, 2017

Date

Attachment: Tetra Tech - Agreement and Specs (2312 : Debris Monitoring Contract - Tetra Tech)



**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A COOPERATIVE PURCHASING PROFESSIONAL SERVICES AGREEMENT, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," WITH THOMPSON ENGINEERING, INC., FOR THE PURCHASE OF DEBRIS MONITORING SERVICES ASSOCIATED WITH DISASTER PREPAREDNESS AND EMERGENCY RESPONSE AND RECOVERY.**

**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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchasing Professional Services Agreement, in a form as attached hereto and marked Exhibit A," with Thompson Engineering, Inc., for the purchase of debris monitoring services associated with disaster preparedness and emergency response and recovery, said services to be provided under the same price(s), terms, and conditions as the agreement between Thompson Engineering, Inc., and Harris County, Texas, dated August 11, 2015.

**PASSED and APPROVED** this 10th day of July, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney



# Cooperative Purchasing Professional Services Agreement

## General Terms and Conditions

G.1.b.2.b

This Cooperative Purchasing Professional Services Agreement ("Agreement") is dated \_\_\_\_\_, 2017 by and between **Thompson Engineering, Inc.** (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of Bellaire, Texas** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of Texas, with an address of 7008 South Rice Avenue, Bellaire, TX 77401;

Whereas, Consultant has entered into an agreement for Debris Monitoring Services (Job Number 15/0040) effective as of August 11, 2015 with Harris County, Texas (hereinafter referred to as "County Contract" and attached as **Exhibit A**);

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall commence on the date executed by the last of the parties hereto, and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall automatically renew the term of this Agreement for the same period of the County Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A** attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written task order executed by both parties.

### 3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

### 5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract. Consultant's rates are

subject to annual Consumer Price Index (CPI) escalations in accordance with County Contract.

### 6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

### 7. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

### 8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

### 10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

# Cooperative Purchasing Professional Services Agreement

## General Terms and Conditions

G.1.b.2.b

(30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

### 11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: Thompson Engineering, Inc.  
Attention: Nate Counsell  
Address: 1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

### 13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

# Cooperative Purchasing Professional Services Agreement General Terms and Conditions

G.1.b.2.b

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**THOMPSON ENGINEERING, INC.**

**CITY OF BELLAIRE, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please return executed copy of these terms and conditions to the attention of:

Kyle Hoyle  
(407) 792-0018 – Phone

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

**EXHIBIT A**

**Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)**

**AGREEMENT BETWEEN HARRIS COUNTY AND  
THOMPSON ENGINEERING, INC.**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through the Office of County Engineer (the "Department" or "Engineer"), and Thompson Engineering, Inc., ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

***Recitals***

The County desires debris monitoring services for the Department ("Services").

Contractor warrants and represents it is capable and willing to perform the Services.

***Terms***

I.

Contractor agrees to provide the Services as detailed in the Request for Proposal Job No. 15/0040, attached hereto as Exhibit A and incorporated herein by reference. It is expressly understood and agreed that the "Certificate of Acord," the "BAFO," the "CPI-W Based Price Adjustment Sheet," and "Performance and Payment Bond Forms" are attached hereto as Exhibits B, C, D, and E respectively, and are incorporated herein by reference.

As detailed further in the RFP, Contractor shall provide comprehensive debris monitoring services which will include services prior to a known event impacting the County, during the seventy (70) hour push period (as defined in the RFP), and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County's ability to receive maximum federal reimbursement for recovery efforts.

Contractor understands the Services are for disaster relief and, therefore, Contractor must plan and provide all necessities for its operations including, but not limited to meals, lodging, vehicles, communications, power outage solutions, and fuel.

In performance of the Services, Contractor shall act only upon instructions from the Department's designated representative ("designated representative" or "Manager"). The Parties shall mutually decide any and all questions which may arise as to the interpretation of this Agreement, and all questions as to the acceptable fulfillment of this Agreement by the Contractor. The County's decision shall be final, but applicable appeal procedures may be pursued. It is mutually agreed by both Parties that the Department's designated representative

shall act as referee in all questions arising related to the rights and responsibilities of the various contractors and subcontractors performing Services, and that the decisions of the Department's designated representative in such shall be final and binding alike on both Parties. However, nothing contained in this section shall be construed to authorize the Department's designated representative to alter, vary, or amend any of the terms or provisions of this Agreement.

The Contractor understands and agrees that the County contracted with another contractor ("Primary Contractor") to perform the Services covered by this Agreement, and that Contractor is the "Secondary" Contractor awarded under the RFP, and as such, Contractor understands this Agreement may be activated by the County only when the County, in its sole discretion, decides to activate the Agreement. The Contractor understands and agrees that it will not be used to perform Services unless the Primary Contractor is unable to perform, or the County terminates its agreement with the Primary Contractor. The assignment of Contractor to perform Services is at the sole discretion of the County. In the event this Agreement is activated by the County, Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement.

Contractor shall follow all federal, state, and local laws, rules, orders, codes, and regulations applicable to the Services.

Contractor shall supply written proof that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status in "good standing" with the Texas Comptroller of Public Accounts.

Contractor shall verify that any Subcontractors it retains to perform Services pursuant to this Agreement are registered with the Texas Secretary of State to transact business in Texas, and are current on all state and local fees and taxes.

Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

The Parties recognize and acknowledge that this Agreement is for the purpose of disaster relief, such disasters which may be caused by events classified under statutory or common law as a "*Force Majeure*" event. The Parties agree that whatever excuses for non-performance of an agreement under "*Force Majeure*" events are found in statutory or common law will not apply to this Agreement. The County's designated representative will have the final determination of cause in situations where either the debris contractor or debris monitor actions result in unnecessary delays.

## II.

### EFFECTIVE DATE AND TERM

The term shall be for a period beginning upon approval by Commissioners Court and running for one year thereafter. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term"), with pricing



revised for labor only according to Exhibit D, CPI-W Based Price Adjustment Calculations.

Contractor shall be able to deploy personnel within twenty-four (24) hours of notification by County.

However, the Parties agree and understand that the Services covered under this Agreement shall not proceed until the Manager activates this Agreement by the Manager's approval of the issuance of a Purchase Order which shall certify funds for this Agreement, Manager's written notice to the Contractor to proceed, and Contractor's receipt of a Purchase Order.

### III.

#### LIMIT OF APPROPRIATION

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and her certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Notice to Proceed and Purchase Order are at Contractor's own expense.

#### TOTAL MAXIMUM CERTIFIED

Contractor understands and agrees, said understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that Contractor may become entitled to receive from the County hereunder shall not under any conditions, circumstances or interpretations hereof exceed the amount certified on the Purchase Order issued by the Harris County Purchasing Agent to Contractor prior to the performance of any Services. Under no circumstances shall the amount paid to the Contractor exceed the amount stated on the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability to Contractor under the terms and provisions of this Agreement is limited to the amount of funds on the Purchase Order. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement.

If the Services and charges to be provided for will equal or exceed the amount certified as available by the Purchase Order, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Agreement, Contractor may terminate all Services upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services to the extent funds are available.

In the event that this contract is activated, it is expressly understood and agreed that the County has available the total maximum sum stated in the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of the County as to payment

under the terms and provisions of this Agreement may not exceed this sum. Contractor acknowledges and agrees that the amount certified is not exclusively for Contractor, but for a group of emergency service providers.

## OTHER AGREEMENTS

The County does not guarantee any particular volume or number of trips, removals, truckloads, revenue, or profit to Contractor. County reserves the right to withdraw or reallocate the Purchase Order funds at any time as the County deems necessary. County's determination as to the distribution or reallocation of any funds and the selection of contractors to provide Services shall be final.

## FISCAL FUNDING

Contractor understands and agrees that the funds certified available by the County are the exclusive funding of the Agreement. Contractor further understands and agrees that if, for any reason, the funds are withdrawn, reduced or discontinued, then the Agreement shall terminate and the County shall have no further obligation to Contractor other than payment for Services provided by Contractor up to and including the date of termination. Contractor shall not be entitled to receive any liquidated damages, incidental damages, late fees, penalties or finance charges under this Agreement.

## VII.

### CONTRACTOR'S COMPENSATION AND PAYMENT TERMS

The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

Subject to the Limit of Appropriation and in accordance with the BAFO, County will pay Contractor monthly for services performed during this Agreement. Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered each month to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

Contractor shall not perform any Services until it receives a Purchase Order and Notice to Proceed from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any

modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

A County representative will monitor the hours worked to determine if the billable hours are accurate and reasonable based on the Services completed and Contractor's BAFO.

## VIII.

### PUBLIC INFORMATION ACT

Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

**Electronic Mail Addresses.** Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## IX.

## INDEPENDENT PARTIES

The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

**IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

**THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of

the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **The County will not be responsible for overtime wages.**

Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

## X.

### TERMINATION

Either Party may terminate this Agreement at any time by thirty (30) days notice in writing to the other party.

Upon the expiration of thirty (30) days from receipt of written notice, Contractor shall discontinue all Services in connection with the performance of this Agreement.

Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice, showing in detail the Services received and accepted by the County under this Agreement, for which the County has not been invoiced or has not paid.

The County agrees to pay Contractor that portion of the prescribed charges for the Services received under this Agreement, less such payments on account of charges as have previously been made.

## XI.

### COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of the Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes the Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.



- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- G) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- H) Lobbying: Contractor shall not use County 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. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement 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."
- I) No Federal Exclusion: Contractor warrants and represents 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 Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services 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. Contractor must immediately notify the County of any such exclusion or



suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

## XII.

### SUCCESSORS AND ASSIGNS

The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

## XIII.

### PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

Under no circumstances, except in consultation with its attorneys, shall Contractor release any material or information developed in the performance of this Agreement without the express written permission of the County.

## XIV.

### APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to

the Agreement and funded by state or federal funds.

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.

If any provision of the Agreement or this Addendum are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

## XV.

### NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either Party to this Agreement.

## XVI.

### INDEMNIFICATION

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH**

CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

EXCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL CONTRACTOR OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS, EVEN IF CONTRACTOR OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

## XVII.

## NOTICE

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 the County or Contractor 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 Contractor:	Thompson Engineering, Inc. 2970 Cottage Hill Road, Suite 190 Mobile, AL 36606 Attn: Mike Manning
To the County:	Office of the County Engineer 10555 Northwest Freeway, Suite 210 Houston, Texas 77092 Attn: Alisa Max
Copy to:	Harris County Purchasing Attn: Chris Kaminski 1001 Preston Suite 670 Houston, TX 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

## XVIII.

## TAXES AND CHARGES

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

## XIX.

## INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
  - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
  - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Contractor shall maintain at a minimum:
- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.  
  
One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.  
  
The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.
  - ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
  - iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in

accordance with Texas state law.

- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

## XX.

### OWNERSHIP OF DOCUMENTS; COPYRIGHT

Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.

Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.

Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

## XXI.

### AUDIT RIGHTS

**Audit Rights.** The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal,



state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

**Record Retention.** The Contractor agrees to retain and provide digital copies to the Harris County Engineer Office within one (1) week of receiving request, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement for six (6) years after the expiration of this Agreement. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

## XXII.

### NO THIRD-PARTY BENEFICIARIES

The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.

Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

## XXIII.

### PERFORMANCE AND PAYMENT BONDS

Contractor shall execute and deliver to the County a Performance Bond and Payment Bond in accordance with the RFP using the forms attached hereto as Exhibit E and incorporated herein by reference. If Contractor fails to furnish the required bonds within ten (10) days after execution of the Agreement, County may terminate Agreement at no further cost to County.

## XXIV.

### WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

XXV.

## ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

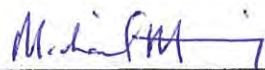
Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

XXVI.

## EXECUTION

Multiple Counterparts: This 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 this Addendum.

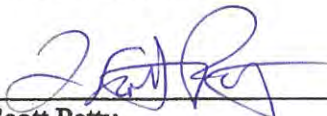
THOMPSON ENGINEERING, INC.

By:   
 Name: MICHAEL MANNING  
 Title: SENIOR VICE PRESIDENT  
 Date: 20 July 2015

HARRIS COUNTY

By:   
 ED EMMETT  
 COUNTY JUDGE  
 AUG 11 2015

APPROVED AS TO FORM:  
 VINCE RYAN  
 COUNTY ATTORNEY

By:   
 T. Scott Petty  
 Assistant County Attorney  
 C.A. File 15GEN0782

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

**EXHIBIT A**

**"Request for Proposal Job No. 15/0040"**

**(follows behind)**

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)



# HARRIS COUNTY REQUEST FOR PROPOSAL COVER SHEET

Job No.  
**15/0040**

**PROPOSAL FOR: Debris Monitoring Services for Harris County (For one (1) year beginning approximately June 1, 2015)**

**DUE DATE:** March 23, 2015

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals 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 proposal 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 PROPOSAL".**

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

**Buyer:** Chris Kaminski at (713) 755-5273 or email: Ckaminski@pur.hctx.net

Total Amount of Proposal: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees? ☐ Yes ☐ No If yes, what % of employees: \_\_\_\_\_%

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

## 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. **Special Requirements/Instructions** - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.
- X 5. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 6. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 7. **Attachments**
  - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
  - \_\_\_ 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.
  - \_\_\_ 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.
  - \_\_\_ 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.
  - X i. **HIPAA Requirements**
  - X j. **Questionnaire**
  - X k. **Description of Position Titles**
  - X l. **CPI-W Based Price Adjustment Calculations**
  - X m. **Sample Performance/Payment Bond Forms**

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

## **GENERAL REQUIREMENTS FOR PROPOSALS**

**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 requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal 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 proposal 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/](http://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 proposal package.

### **ASSIGNMENT**

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

### **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 proposals. 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.

### **BONDS**

If this bid requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal 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.



## COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

## 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 proposal.

## CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

## DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal 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 proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - 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 proposed 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 proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is NOT the only criteria for making a recommendation. A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request

for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

#### **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 a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, 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 request for proposal 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 exclusively 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 proposal, 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 proposal. 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 proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal 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 proposed 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 proposal 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 proposal 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 proposal, that proposal 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."

#### **PROPOSAL FORM COMPLETION**

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal 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.

#### **PROPOSAL RETURNS**

Offerors must return all completed proposals 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 proposals will not be accepted for any reason.

**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 proposed.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal 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 proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

**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 proposal 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 proposal. 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](http://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 11/13

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

## SPECIAL REQUIREMENTS/INSTRUCTIONS

*The following requirements and instructions supersede General Requirements where applicable. Should this contract apply to other governmental entities, references to "Harris County" and the "Harris County Commissioners Court" may apply to one or more of the following:*

- "Harris County Flood Control District" governed by "Harris County Commissioners Court"
- "Harris County Hospital District" governed by its "Board of Managers"
- "Harris County Community Supervision and Corrections Department"
- "Community Health Choice, Inc." wholly owned subsidiary of the Harris County Hospital District

### VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, clearly marked "ORIGINAL", and fourteen (14) copies, clearly marked "COPY", must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the job number as located on the RFP cover sheet, and the RFP title on the front cover.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Harris County Purchasing Agent per instructions in the Proposal Returns paragraph of the General Requirements section.
- All documents must be labeled with the vendor's name and the job number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the job number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

**RFP Cover Sheet**

**Table of Contents**

**Section I: Transmittal Letter, Residence Certification (Attachment a), Insurance (Attachment e and f), and signed Addenda (when applicable; see Addenda under General Requirements) – The transmittal letter should include:**

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A brief statement summarizing the vendor's understanding of the project and relevant experience.

**Section II: Scope of Service/Narrative of Proposed Services**

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.



### **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Provide past experience on projects of similar size and scope.
- Provide proof of understanding of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines for debris monitoring and public assistance.
- Show proof of ability of vendor to work within complex government framework similar to Harris County.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

**Section III: Pricing Information** – See PRICING/DELIVERY INFORMATION page for instructions.

#### **Section IV: Organizational Information/Qualifications**

- Vendor's history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Provide documentation that the vendor meets the following requirements:
  - Vendor shall have a minimum of five (5) years of company history performing disaster recovery services
  - Vendor shall have on staff at least two (2) project managers that participated in domestic debris monitoring services/public assistance services for at least three (3) storm events (rain or wind)
  - Vendor must be able to mobilize in Harris County within twenty-four (24) hours of notification of an imminent disaster
  - Vendor must have a minimum of forty-five (45) trained disaster recovery personnel on staff
  - Vendor must have worked as a debris monitor on behalf of a state or local government for at least four (4) separate domestic recovery efforts in response to rain or wind events
  - Vendor must provide proof of bonding capacity up to \$20,000,000.
- Provide the most recent audited financial statement including your organization's latest balance sheet and income statement. Provide name and address of firm preparing the attached financial statement, and the date thereof
- Provide a listing of lawsuits the vendor has been a party to during any of the three (3) years preceding the date of this proposal and any pending lawsuits or Federal, State, or Local government violations under investigation. This list should identify each case by

### **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

name, case number, and court in which it was filed, as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County shall retain its right to disqualify a vendor based on legal history

- Licenses/accreditations/credentials
- References (Attachment h)

**Section V: Legal Documents** – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

**Section VI: Questionnaire** (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

**Section VII: Miscellaneous** – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

### **EVALUATION PROCESS**

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet

### **SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Harris County Purchasing. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

### **EVALUATION CRITERIA**

The following considerations will be utilized accordingly in evaluating the proposals:

- |    |  |     |
|----|--|-----|
| a. | Cost of services (Section III) .....   | 40% |
| b. | Past Experience on Projects of Similar Size and Scope (Section II, IV) .....                                     | 20% |
| c. | Understanding of federal guidelines for Debris Monitoring and Public Assistance<br>(Section II).....             | 15% |
| d. | Ability of vendor to work within complex government framework similar to<br>Harris County (Section II, IV) ..... | 15% |
| e. | Relevant staff experience and Safety Record (Section IV, VI).....  | 5%  |
| f. | Depth of staff at key levels and bonding capacity (Section IV, VI) .....   | 5%  |

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

### **AWARD**

Harris County anticipates awarding to a single vendor. However, Harris County reserves the right to award to more than one (1) vendor if in the best interest of Harris County. No award can be made until approved by Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase

**SPECIAL REQUIREMENTS/INSTRUCTIONS (CONTINUED)**

of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

**TOLL FEES**

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

**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.

**LEGAL DOCUMENTS**

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor will be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

**INVOICES**

Vendor shall submit an invoice upon completion of each deliverable. Deliverables will be considered complete only upon written acceptance by Harris County. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed to Harris County unless such costs are explicitly included in the agreement.

**CHANGES IN CONTRACT**

Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the agreement. Therefore, Harris County may, from time to time, request revisions in order to adjust to its needs. Modifications require approval by Harris County Commissioners Court.

**TERMINATION OF AGREEMENT**

In addition to any rights and remedies detailed in the General Requirements of this RFP, Harris County reserves the right to terminate any agreement based upon failure to comply with usual and customary practices of the industry; breach of any laws, rules, or regulations; or failure to significantly comply or meet the performance expectations as established in a subsequent contract, if any, between Harris County and an offeror.

## SPECIFICATIONS

### **Debris Monitoring Services for Harris County**

#### **SCOPE**

The intention of this Harris County Request for Proposal (RFP) is to solicit offers for a term contract for debris monitoring services for one (1) year beginning approximately June 1, 2015.

#### **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference is scheduled for **March 18, 2015 at 10:00 a.m.** in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas. **Attendance is not mandatory but all vendors are strongly encouraged to attend in order to have a better understanding of the requirements of this RFP.** Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at 713-755-5036 at least two (2) days prior to the conference.

It is the responsibility of each vendor to examine the entire RFP package, seek clarification in writing, and review their RFP response for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Chris Kaminski, Office of the Purchasing Agent, via email to [ckaminski@pur.hctx.net](mailto:ckaminski@pur.hctx.net). The deadline for submission of questions relating to this RFP is **March 20, 2015, no later than 12:00 pm**. 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 four (4) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.

#### **SPECIFICATION**

The vendor shall provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County's ability to receive full federal reimbursement for recovery efforts. (The term 'seventy (70) hour push period' is meant to indicate the time period for initial post disaster recovery services. The actual duration of this period could be modified based on the event.)

These services will only be utilized during an emergency situation; therefore funds will not be encumbered until the services are needed and the County activates the contract. Once the contract is activated the vendor will be required to provide the bonds as detailed within this RFP. The following minimum requirements may be requested by the County during an event that requires disaster debris monitoring services:

1. **Project Management** – Debris monitoring firm will be a part of Harris County's debris recovery operation management team and will be expected to provide a project management team to supplement and take direction from County staff. Consultant staff may be called upon to assist in tasks such as, but not limited to, the following:



- **Consultant Liaisons** – Provide a liaison to each of Harris County's four (4) Precincts.
  - **Debris Management Action Plan** – Debris monitoring firm may be called upon to assist in the creation of an event specific debris management plan.
  - **Cost Tracking:** – Debris monitoring firm shall expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies. Cost shall be tracked by each of the four County Precincts.
  - **Staff Mobilization** – When the impact of a disaster becomes apparent on the County, essential debris monitor staff with key experience in various aspects of debris operations (including seventy (70) hour push, truck certification, mapping/zone development, etc.) shall mobilize in the region in order to participate in the "response" phase of the disaster event. Additional consultant staff shall be contacted and put on standby for potential mobilization to the County. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the debris monitoring firm.
  - **Equipment/Supplies Mobilization** – The debris monitoring firm shall ensure that all necessary equipment and supplies are mobilized which may include a mobile command center, generators, electronic monitoring support devices and /or an inventory of load tickets, and other essential field equipment (e.g., cameras, global positioning system (GPS) units, etc.).
  - **Project Management Meetings and Reporting** – The debris monitoring firm shall facilitate meetings between the County, key debris monitor staff, and the debris removal vendor project management staff to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. These meetings shall continue for a length of time to be determined based on the nature of the recovery effort. The debris monitoring firm shall prepare a daily report of key event statistics for the County utilizing data collected by the debris monitoring firm, in coordination with the debris hauler(s), that includes information such as: (1) number of collection vehicles operating, (2) total loads and cubic yards collected per Temporary Debris Storage and Reduction Site (TDSRS), by debris type, (3) total loads and cubic yards collected per vendor, by debris type, (4) average truck size per vendor, (5) number of participants at public drop-off sites, etc. Data shall be broken up by each of the four (4) Harris County Precincts. Other documentation will be required, as requested by the County, including a final summary report as well as reports required for environmental permitting requirements. The debris monitoring firm shall provide data based on actual verified loads (not estimates) within the first seven (7) days of debris operations.
  - **Work Scheduling** – The debris monitoring firm may be asked to assist in work scheduling, especially to assist with addressing critical damage areas and "hot spots" that may require immediate attention.
  - **Vendor Damages** – The debris monitoring firm may be asked to develop a database application to track and help the County manage vendor damages.
2. **Seventy (70) Hour Push Period Assistance** – The debris monitoring firm may be ask to assist the County for push period activities including: (1) compiling information from the debris hauler(s) and the Harris County Precincts, and assisting the County in preparation of reimbursement paperwork for this period, and (2) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested. (\*The term 'seventy (70) hour push period' is meant to indicate initial post-disaster services. The actual duration of this period could be modified based on the event.)
3. **Public Information Support** – Debris monitoring firm may be ask to assist the County in public outreach following a storm event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to



respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. This includes performing all work in a manner to maximize federal reimbursement.

4. **Truck Certification** – Debris monitoring firm may be asked to assist with truck certification activities, including utilizing and providing truck certification forms that follow the latest federal guidelines related to certification documentation and volume calculations. Truck certification activities should also include an inspection to ensure the vehicles are in good working condition and meet minimum Texas Department of Transportation (TxDOT) and County compliance. Certifications should also include a methodology to discourage collection vendors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Debris monitoring firm shall be prepared to provide staff to perform certifications if requested.
5. **Field Monitoring** – Field monitoring of debris haulers shall be performed in accordance with current federal requirements and in coordination with County staff. The debris monitoring firm may be asked to assist with the following tasks:
  - **Debris Monitoring Employees** - The debris monitoring firm hired shall be required to perform adequate training for local staff hired at no expense to the County. Additionally, the debris monitoring firm shall be prepared to bring in experienced field monitors to oversee operations and to perform tasks if there is a concern over the quality of work. The debris monitoring firm shall provide all field personnel with badges (including a recent photo) identifying them as County vendors and field reference documents (e.g., sample completed tickets, etc.). All debris monitoring firm employees must be able to effectively communicate to a level appropriate to their responsibilities. For example, a disposal site monitor must be able to accurately write a load ticket.
  - **Daily Field Monitor Operations** - Debris monitoring firm staff shall meet at designated staging areas prior to the start of operations. Prior to daily initiation of monitoring, staff shall be debriefed by debris monitoring firm management on any pertinent issues, receive safety gear, and receive materials. The ratio of monitors to hauler trucks should be appropriate to the disaster being monitored and is expected to vary through the disaster, but always be adequate to meet federal requirements. Debris monitoring firm field supervisors should be assigned to teams of debris monitors. Supervisors shall be responsible for management activities, including verification of load ticket accuracy and response to collection monitor and debris vendor issues in the field. Field monitors shall be responsible for federal required activities and County requested activities, including: (1) verifying the proper loading and compaction of debris into the debris recovery vendor's certified loading container, (2) ensuring that all debris recovery vendors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County. At the close of operations each day, all information related to completed tickets, street areas cleared of debris on that particular day, and report any inconsistencies or problems that occurred during the day shall be reported to the County.
  - **Quality Assurance (QA) and Quality Control (QC) Program** - A QA/QC program should be initiated by the debris monitor firm to minimize errors in debris monitor tickets. All QA/QC functions shall be coordinated through the County staff and shall include, but is not limited to, the review and inspection of data entry, truck certifications, load ticket accuracy, compliance with all applicable local, state, and federal laws and regulations governing debris management.

- **Other Field Monitoring Support Services** – Debris monitoring firm shall perform other field monitoring services as necessitated by the disaster and as directed by the County that could include tasks such as: monitoring of leaner and hanger removal programs, monitoring of animal carcass removal program, monitoring of freon removal, monitoring of white goods debris removal program, monitoring of asbestos removal programs, FEMA and National Resources Conservation Service (NRCS) waterways debris removal programs, abandoned vehicle and vessel recovery programs, and comprehensive private property/Right of Entry (ROE) debris removal programs. This is not a complete list of programs as each event brings different circumstances; however, monitor shall be expected to be able to provide a full array of monitoring services as the event requires.

#### 6. **TDSRS Monitoring and Support**

- **Tower Monitoring** – Debris monitoring firm shall provide the County with TDSRS support for the disaster recovery phase that will meet all federal, state, and local requirements, as requested. This will include providing the County with TDSRS tower monitoring services that includes: making truck fullness load calls and recording the information on the proper load ticket, taking photographs of loads (as directed by the County), consulting with truck drivers and debris vendor staff on potential safety issues, verifying that vendor equipment is empty prior to leaving the TDSRS, and collecting and organizing load tickets. Debris monitoring firm may be asked to provide after-hours site security at TDSRS sites while not in operation, traffic support, or any other service related to the TDSRS site.
- **Public Drop-Off Site Operations** – Debris monitoring firm shall be prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Additional services may include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

#### 7. **Data Administration and Invoice Reconciliation**

- **Data Administration** – Debris monitoring firm shall be responsible for managing the data and reconciling invoices throughout the recovery efforts, as requested. Data shall be stored electronically and be able to be accessed and sorted based on multiple factors. Reports shall be generated daily of verified work performed the previous day. Data shall be used to assist in determining areas in need of additional passes. Other reports shall be generated, at the County's request. Data shall be constantly used to assist in QA/QC of work performed, and the debris monitoring firm shall perform consistent QA/QC functions on data entry. All work shall be performed to FEMA and Texas Commission on Environmental Quality (TCEQ) standards.
- **Invoice Reconciliation** - Debris monitoring firm shall also be responsible for reviewing and approving debris vendor invoices in a timely fashion. Invoice reconciliation shall include a ticket-by-ticket comparison and reconciliation of the debris monitoring firm database vs. the debris hauler(s) database; however, consultant shall be responsible for reconciliation of the databases. Debris monitoring firm shall provide a recommendation for payment letter for each debris hauler invoice to the County. All work shall be done to federal standards. The debris monitoring firm shall work with the County to track the impact payment approvals made on obligated Project Worksheets and County Purchase Orders to effectively plan Purchase Order adjustments and the need to generate adjustment (Version) Project Worksheets.

8. **Funding Support** – Debris monitoring firm shall assist the County in ensuring they receive maximum reimbursement for eligible work from state and federal agencies. Specific funding

support services may include working with the County to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and preparation of subsequent amendments, assisting the County and FEMA Public Assistance. Debris monitoring firm shall be prepared to assist County with appeals based on their in-depth knowledge of federal reimbursement policies. Debris monitoring firm shall be prepared to assist the County, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Debris monitoring firm shall be prepared to assist County in finding additional funding reimbursement sources related to disaster mitigation.

9. **Safety** – All work shall be performed in a safe manner as Harris County takes safety of its employees, consultants and vendors very seriously. Debris monitoring firm shall perform all tasks in a safe manner and shall report any instances of unsafe behavior to the County immediately.
10. **Regulatory and FEMA Policy Familiarity** – Debris monitoring firm shall serve as a resource to the County on FEMA policies and pertinent regulatory requirements related to debris management operations.
11. **Pre-Storm Coordination** – Debris monitoring firm shall meet with the County once prior to June 1<sup>st</sup> of each year to coordinate services for the upcoming season. The meeting shall take place in Harris County. Additionally, debris monitoring firm shall meet with the County immediately prior to a credible disaster threat to the County in Harris County. These meetings shall occur at no cost to the County and are meant to facilitate increased coordination of efforts, to discuss the County's expectations of the debris monitoring firm, and to fast track recovery activities when a disaster impacts Harris County. County reserves the right to bring in debris haulers and other key recovery staff and vendors to any and all meetings.
12. **Other Debris Monitor and Recovery Services** – Other debris monitor and recovery services may be requested of the debris monitor firm, as directed by the County.
13. **General operation requirements** - In efforts to prevent an excessive number of debris monitors, County recovery staff shall pre-approve and/or conduct routine site visits to determine the debris monitors and debris hauler's efficiency of staff personnel. It is at the County's sole discretion to determine if monitoring or hauling staff are being properly and efficiently utilized. If determined that excessive and underutilized debris monitoring and debris hauling staff are present on the job site, then County staff may elect to eliminate any reimbursement to the respective debris monitor or debris hauler for services rendered by excessive staff.
14. **General invoicing requirements** – Debris monitoring firm shall invoice Harris County within forty-five (45) days of commencement of work, and no more than once every thirty (30) days thereafter. Invoices shall include time and allowable reimbursable(s). Time and allowable reimbursable(s) not invoiced within forty-five (45) days of work performed or within forty-five (45) days of the reimbursable expenditure made will not be paid. County shall respond to all invoices from debris monitoring firm within thirty (30) days of receipt of invoice. The response shall be payment of invoice, denial of invoice, or questions on invoice.
15. **Non-reimbursable items** – The following items are considered incidental to hourly rates and non-reimbursable as separate charges:
  - Office supplies

- Forms
- Computer and other electronics (hardware and software) related expenses
- Other communication related expenses (internet, phone, etc)
- Mileage and fuel
- Accommodations for out-of-town staff, including airfare, hotel, food, rental cars, etc.
- Other basic supplies

All expenses proposed for reimbursement must be authorized in writing by County staff prior to encumbrance of expenses.

Prior to submitting your response to this RFP, proposers should review attachment k., Description of Position Titles, to get a better understanding of each position referenced on the Pricing/Delivery Information sheet.

**PRICING/DELIVERY INFORMATION****PRICING**

Vendor must fill in the open lines. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County reserves the right to award as best services the County's interest. Pricing must be all inclusive. Harris County will not allow for any other rates or charges.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Principal In Charge	Hr	600	\$	\$
2	Project Manager	Hr	2,600	\$	\$
3	Deputy Project Manager	Hr	1,600	\$	\$
4	Data Manager	Hr	4,500	\$	\$
5	Field Supervisor	Hr	24,500	\$	\$
6	Disposal Site Monitor	Hr	37,000	\$	\$
7	Collection Monitor	Hr	240,000	\$	\$
8	Project Coordinator	Hr	20,000	\$	\$
9	Load Ticket Data Entry Clerk	Hr	2,000	\$	\$
10	Billing/Invoice Analyst	Hr	1,000	\$	\$
11	Billing/Invoice Manager	Hr	3,500	\$	\$
12	Operations Manager	Hr	9,000	\$	\$
13	Citizen Drop-Off Site Monitor	Hr	1,700	\$	\$
14	GIS Operator	Hr	9,000	\$	\$
15	Federal Coordinator/Specialist	Hr	20	\$	\$
16	Consultant Liaison	Hr	1,750	\$	\$
17	Public Information Support Manager	Hr	500	\$	\$
18	Call Center Staff	Hr	1,500	\$	\$

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Reimbursable Expenses</u>	<u>Percentage Mark Up</u>	<u>Total Price</u>
19	Allowable Reimbursable expenses	\$	25,000	%	\$
<b>Grand Total (1 thru 19)</b>					<b>\$</b>

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.: **150040**

Attachment a.

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

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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\*\***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* 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 \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

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

Revised 11/09



**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.

**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.

Attachment h.

**REFERENCES**

Provide a minimum of five (5) governmental entities or companies that you have performed similar work of the same scope and size as defined in this bid. If additional space is required, include attachment to this section of the bid.

1. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_
2. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_
3. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_
4. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

**REFERENCES (CONTINUED)**

5. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

6. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

7. Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
 Brief description of work performed and cost: \_\_\_\_\_  
 \_\_\_\_\_

Attachment j.  
Questionnaire**QUESTIONNAIRE**

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials, additional pages, or requested lists providing additional information may be attached and included in Section II.

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
5. Years in business under above name: \_\_\_\_\_
6. Years in business in Texas \_\_\_\_\_
7. Primary individual to contact: \_\_\_\_\_
8. Primary individual's phone number: \_\_\_\_\_
9. Name of any parent companies: \_\_\_\_\_
10. Name of any affiliated companies: \_\_\_\_\_
11. How many years has your organization been providing debris monitoring services?  
 A. Government Entities: \_\_\_\_\_  
 B. Private Entities: \_\_\_\_\_
12. Identify the company principles and key project team members who will work on this project. Provide a resume for each individual. Also provide a list of any subcontractors who will be working on this project.
13. Provide documentation describing vendor qualifications and vendor experience working for debris monitoring services.
14. Provide safety record for each of the past three (3) calendar years, and describe firm safety experience working on debris monitoring or other related projects of similar scope.
15. Vendor shall submit with their proposal, proof of bonding capacity up to \$20,000,000. Submit proof of this coverage from your Surety company on their letterhead. Sample performance/payment bonds are hereby incorporated into this solicitation as attachment m., Sample Performance/Payment Bond Forms. When contract is activated, vendor shall be required to submit performance/payment bonds (Bond forms will be provided by Harris County) prior to work beginning. All bonding cost will be considered incidental to contract and should be included in hourly rates on the Pricing/Delivery Information sheet.



**DESCRIPTION OF POSITION TITLES FOR DEBRIS MONITORING FIRM**

1. **Principal In Charge:** The Principal-in-Charge is a senior ranking company representative responsible for the overall operation. The responsibilities of the Principal-in-Charge include, but are not limited to, assurance of technical, administrative, labor, quality, and federal reimbursement objectives have been met in accordance with County standards.
2. **Project Manager:** The Project Manager is responsible for the day-to-day operations of the engagement. The responsibilities of the Project Manager include, but are not limited to, providing assistance to the Principal-in-Charge in the administration of the contract with the County; enforcement of the contract provisions; serving as the primary point of contact for County staff; maintaining appropriate staffing levels; implementation of quality assurance and control measures; review of daily activity; ensuring that appropriate activities are reimbursable to the client under various grant programs (including the FEMA Public Assistance program); review and submittal of invoices; and overall management and oversight of the County project.
3. **Deputy Project Manager:** The Deputy Project Manager is responsible for providing backup support for the Project Manager. The Deputy Project Manager will serve in a subordinate role to the Project Manager and will fill in for the Project Manager at times when the Project Manager is temporarily unavailable.
4. **Data Manager:** The Data Manager oversees the entering, tabulating, and organization of collection and disposal data into FEMA-required formats and TCEQ-required formats. Similar forms may be required for submission under other federal or state government programs. The Data Manager provides regular updates on the quantities and types of debris collected. The Data Manager designs and implements quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices. The Data Manager shall be responsible for implementation and support of any electronic monitoring interface software provided by the vendor.
5. **Field Supervisor:** Field Supervisors are assigned for both collection and disposal operations. The Field Supervisor(s) for collection operations are responsible for coordinating all collection monitoring activity for their assigned debris vendor within their designated zones or areas. Field Supervisors for disposal operations are responsible for coordinating all monitoring activity at each of the approved Temporary Debris Storage and Reduction site locations. In this capacity, the Disposal Field Supervisors resolve disposal site issues, review load tickets for accuracy, certify the cubic yard capacity on collection vehicles, and serve as immediate field contacts for all parties. All field supervisors will likely serve as liaisons with the debris vendors and provide assistance in the dispatch and coordination of Vendor resources.
6. **Disposal Site Monitor:** Disposal Site Monitors are responsible for viewing inbound and outbound disaster debris from towers at the approved TDSRS locations. This is done to verify truck percentages full, types of waste, and that trucks have been fully unloaded. Disposal Site Monitors also coordinate the handling of load tickets that record required federal data. The Vendor shall provide load tickets for the operation to their monitors at no additional cost to the County; the tickets shall be considered incidental expenses.
7. **Collection Monitor:** In order to obtain federal reimbursement, all loads must be monitored on-route by Collection Monitors. Collection Monitors ensure that the debris collected has been taken from the right-of-way within areas designated by the County, and that the debris is hurricane (or other specified event) related. Collection Monitors also monitor the identification, selection and removal of damaged trees and branches. Collection Monitors document the collection effort on load tickets which provide federally required data. Vendor shall provide load tickets at no additional cost to the County; the tickets shall be considered an incidental expense.
8. **Project Coordinator:** The primary responsibility of the Project Coordinator is to organize and maintain project data – including load tickets, truck certifications, leaner / hanger photographs, etc. Project Coordinators also assist the Project Manager and Operations Manager in resolving various operational issues on a daily basis (e.g. crew quits early and monitor needs to be reassigned, etc.).

9. **Load Ticket Data Entry Clerk:** If required for operations, Load Ticket Data Entry Clerks serve to enter load ticket and other data into spreadsheet or database format acceptable to FEMA, other federal agencies, TCEQ and the County. Clerks also provide secondary review of data quality and attempt to resolve anomalies.
10. **Billing/Invoice Analyst:** The Billing/ Invoice Analyst works to support the Billing/Invoice Manager in matters assigned related to the analysis of vendor submitted invoices and data necessary to evaluate those invoices.
11. **Billing/Invoice Manager:** The Billing/Invoice Manager works with the Data Manager to ensure the entering, tabulating, and organization of collection and disposal data into federally required formats. The Billing/Invoice Manager develops regular updates on the quantities and types of debris collected. The Billing/Invoice Manager provides quality assurance and control processes for the review and verification of field and debris vendor-provided data in support of invoices.
12. **Operations Manager:** The Operations Manager reports to the Project Manager and provides daily oversight to the Field Supervisors. The Operations Manager is additionally responsible for coordinating the scheduling of monitoring personnel with Scheduler/Expediter and resolving personnel-related issues.
13. **Citizen Drop-Off Site Monitor:** Citizen Drop-off Site Monitors are responsible for monitoring inbound citizen hurricane (or other event) debris to approved citizen disposal locations. In addition, Citizen Drop-off Site Monitors coordinate the transportation of hurricane (or other event) debris from the Citizen Disposal Site to the closest TDSRS.
14. **GIS Operator:** The GIS Operator is a GIS skilled employee that works to support the debris management effort, as directed by the County.
15. **Federal Coordinator/Specialist:** The Federal Coordinator/ Specialist is responsible for the oversight of all Field Monitoring activities to ensure compliance with FEMA regulations, other applicable federal regulations, and disaster-specific guidance. The Federal Coordinator/ Specialist is also responsible for evaluating and assessing the impact of FEMA regulations, other federal regulations, and disaster-specific guidance on other existing project operations and, if necessary, implementing process changes to ensure compliance. The Federal Coordinator/ Specialist is responsible for ensuring that all field activities conform to all applicable federal and state requirements.
16. **Consultant Liaison:** Consultant Liaison shall be provided to each of Harris County's four precincts, as requested, and is responsible for addressing issues and concerns within their precinct. The Liaison shall be available to attend meetings with staff from that precinct as well as the project team as a whole, and must be familiar with all operations within that precinct. The Liaison shall be a problem solver both within debris monitoring firm for issues particular to work within the precinct, and shall work with appropriate staff to address any issues within that precinct that are outside of the monitoring firm's direct authority.
17. **Public Information Support Manager:** The Public Information Support Manager shall be responsible for managing all aspects of the public information support activities requested, which may include the management of a call center or the development of messaging for the public. The Public Information Support Manager will only be needed if requested and will work closely with the County's Public Information Officer.
18. **Call Center Staff:** If the recovery response warrants the creation of a call center, Call Center Staff shall be brought on to answer calls or emails from the public related to basic questions the public may have, read pre-scripted information to the public, provide basic information as directed by the County's Public Information Officer, and/or document conversations for the County's further use.

### CPI-W BASED PRICE ADJUSTMENT CALCULATIONS

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the ninth of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

Period #:	1	2	3	4	5	6
From:	6/07	4/07	2/07	12/06	10/06	8/06
To:	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

Attachment m.  
Sample Performance/Payment Bond Forms

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

Pursuant to Local Government Code 262.032.

**STATE OF TEXAS  
COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal; and  
address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation; existing under and by virtue of  
the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office  
is located in the City of \_\_\_\_\_ State of \_\_\_\_\_, whose registered agent residing in the State of Texas,  
authorized to accept service in all suits and actions brought within said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the  
full sum of \_\_\_\_\_ No/Cent Dollars (\$ \_\_\_\_\_) 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 entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 to

Job No. \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at  
length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of Harris, Texas,  
all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in said  
contract and agreement, and further agree, bind and obligate themselves to save and keep harmless the County of Harris from any and all  
damages expense and claims of every kind and character which the County of Harris may suffer directly or indirectly, as a result of the  
execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or abandoned by him,  
or declared abandoned or suspended by the County, then said Surety shall have the right and privilege within five (5) days after the date  
of notice of such action from the County, to assume control of the contract and all work thereunder and to sublet or complete it  
in strict conformity with the provisions of said contract; and provided, further, that failure on the part of the Surety to do so within said  
five (5) days will work an immediate forfeiture of all right to thereafter assume control of the contract and the work thereunder. Failure of  
the County to give the Surety notice of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in  
any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code 262.032. and all  
liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length  
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)

I certify that the Commissioner's  
Court approved this Bond on

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_, 2015.

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



Attachment m.  
Sample Performance/Payment Bond Forms

Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**  
Pursuant to Ch. 2253, Tex. Gov't Code, as amendedSTATE OF TEXAS §  
COUNTY OF HARRIS § **KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal; and \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ and No/Cent Dollars (\$ \_\_\_\_\_) 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 entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, to

Job No. \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Accepted and Approved on behalf of Harris County \_\_\_\_\_

on \_\_\_\_\_, 2015

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_\_\_\_\_\_  
(Corporate Surety)  
Countersignature: \_\_\_\_\_By: \_\_\_\_\_  
(Attorney-in-fact)

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

**EXHIBIT B**  
**"Certificate of Acord"**  
**(follows behind)**

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 7/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Insurance Center, A Division of BancorpSouth Insurance Services, Inc. P. O. Box 228 Biloxi MS 39533	<b>CONTACT NAME:</b> Patty Savage <b>PHONE (A/C No. Ext.):</b> 228-374-2000 <b>FAX (A/C No.):</b> 228-883-1857 <b>E-MAIL:</b> ADDRESS: patty.savage@bxsai.com <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: National Fire Insurance Co of Hartford</td> <td style="width: 20%;">NAIC # 20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478	INSURER B: Transportation Insurance Company	20494	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Transportation Insurance Company	20494												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
<b>INSURED</b> THOMINC-03 Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606													

**COVERAGES**
**CERTIFICATE NUMBER:** 1287170047

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR	TYPE OF INSURANCE	ADDL INSR	INBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				2097385700	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				2097385745	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000				2097385793	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	2097385843	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NOTE: USL&H Coverage included under the workers compensation coverage, states included are AL, FL, GA, LA, MS, TN, TX  
 Job Number: 15/0040 Debris Monitoring Services; Certificate holder is named as an additional insured on the General Liability, Auto Liability and Umbrella policies as required by written contract.

**CERTIFICATE HOLDER**
**CANCELLATION**

 Harris County, TX  
 1001 Preston Ave, Ste. 670  
 Houston TX 77002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 7/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Grayling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Carly Underwood <b>PHONE (A/C No. Ext.):</b> (770) 552-4225 <b>FAX (A/C No.):</b> (866) 550-4082 <b>E-MAIL ADDRESS:</b> carly.underwood@grayling.com														
<b>INSURED</b> Thompson Engineering, Inc. 2970 Cottage Hill Road Suite 190 Mobile AL 36606	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 15-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	INSTR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
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WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT \$															
E.L. DISEASE - EA EMPLOYER \$															
E.L. DISEASE - POLICY LIMIT \$															
A	Professional Liability			AEH 28-827-72-01	1/1/2015	1/1/2016	Per Claim \$1,000,000 Aggregate \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Job #15/0040 Debris Monitoring Services.

**CERTIFICATE HOLDER**

Harris County, Texas  
 1001 Preston Avenue  
 Suite 670  
 Houston, TX 77002

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Collings/CARLY

*David H. Collings*

ACORD 26 (2010/05)

INS025 (2010MAY) 01

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Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

**EXHIBIT C**

**"Best and Final Offer"**

**(follows behind)**

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)



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

April 17, 2015

Mr. Mike Manning  
Thompson Engineering, Inc.  
2970 Cottage Hill Road, Suite 190  
Mobile, Alabama 36606

**RE: Request for Proposal (RFP) - Job No. 15/0040, Debris Monitoring Services for Harris County**

Dear Mr. Manning:

Harris County is preparing to make a recommendation of award for the above-mentioned RFP. At this time, Harris County is requesting your Best and Final Offer (BAFO). Please submit your BAFO for the subject RFP to the undersigned at the Office of the Purchasing Agent not later than 10:00 a.m., April 22, 2015. Please mark the BAFO to the attention of Chris Kaminski, Buyer, 1001 Preston, Suite 670, Houston, Texas 77002, or, you may e-mail to [ckaminski@pur.hctx.net](mailto:ckaminski@pur.hctx.net).

The following represents what Harris County understands to be your current offer. Please indicate your BAFO in the column next to the current offer and sign the page where indicated.

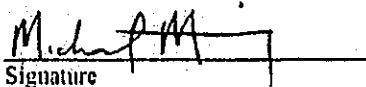
<u>Harris County</u>	<u>Current Offer</u>	<u>Best &amp; Final Offer</u>
1. Base Proposal: Comprehensive debris monitoring services.	\$12,736,035	\$12,478,750

If you have any questions, please direct them, in writing, to my attention or call me at (713) 755-5273.

Sincerely,

//S// Chris Kaminski

Chris Kaminski  
Buyer

  
Signature

4/21/2015  
Date

The following pricing reflects Thompson Engineering's Best and Final Offer to Harris County for Job No. 15/0040 for Debris Monitoring Services.

### PRICING/DELIVERY INFORMATION

#### PRICING

Vendor must fill in the open lines. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County reserves the right to award as best services the County's interest. Pricing must be all inclusive. Harris County will not allow for any other rates or charges.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Principal In Charge	Hr	600	\$ 72.00	\$ 43,200.00
2	Project Manager	Hr	2,600	\$ 65.00	\$ 169,000.00
3	Deputy Project Manager	Hr	1,600	\$ 60.00	\$ 96,000.00
4	Data Manager	Hr	4,500	\$ 50.00	\$ 225,000.00
5	Field Supervisor	Hr	24,500	\$ 46.00	\$ 1,127,000.00
6	Disposal Site Monitor	Hr	37,000	\$ 32.50	\$ 1,202,500.00
7	Collection Monitor	Hr	240,000	\$ 32.50	\$ 7,800,000.00
8	Project Coordinator	Hr	20,000	\$ 28.00	\$ 560,000.00
9	Load Ticket Data Entry Clerk	Hr	2,000	\$ 0.00*	\$ 0.00*
10	Billing/Invoice Analyst	Hr	1,000	\$ 46.50	\$ 46,500.00
11	Billing/Invoice Manager	Hr	3,500	\$ 50.00	\$ 175,000.00
12	Operations Manager	Hr	9,000	\$ 52.00	\$ 468,000.00
13	Citizen Drop-Off Site Monitor	Hr	1,700	\$ 30.00	\$ 51,000.00
14	GIS Operator	Hr	9,000	\$ 30.00	\$ 270,000.00
15	Federal Coordinator/Specialist	Hr	20	\$ 90.00	\$ 1,800.00
16	Consultant Liaison	Hr	1,750	\$ 87.00	\$ 152,250.00
17	Public Information Support Manager	Hr	500	\$ 49.00	\$ 24,500.00
18	Call Center Staff	Hr	1,500	\$ 28.00	\$ 42,000.00

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Reimbursable Expenses</u>	<u>Percentage Mark Up</u>	<u>Total Price</u>
19	Allowable Reimbursable expenses	\$	25,000	0 %	\$ 25,000.00

**Grand Total (1 thru 19)**

**\$12,478,750.00**

\* The use of an Automated Debris Management System (ADMS) alleviates the need for the Load Ticket Data Entry Clerk position.

#### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment m., CPI-W Based Price Adjustment Calculations. 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.

**EXHIBIT D**

**“CPI-W Based Price Adjustment Calculations”**

(follows behind)

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)



**CPI-W Based Price Adjustment Calculations**

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the eighth month of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

<b>Period #:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>From:</b>	6/07	4/07	2/07	12/06	10/06	8/06
<b>To:</b>	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

**EXHIBIT E**

**“Performance and Payment Bond Forms”**

**(follow behind)**

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**  
Pursuant to Local Government Code 262.032.

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal;  
and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation;  
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business  
in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of  
\_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within  
said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter called  
Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators  
executors successors and assigns, jointly and everally, firmly by these presents. WHEREAS, the Principal has entered  
into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 to:

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent  
as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of  
Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and  
every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and  
keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the  
County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or  
abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege  
within five (5) days after the date of notice of such action from the County, to assume control of the contract and  
all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided,  
further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all  
right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice  
of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code  
262.032 and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same  
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Corporate Surety)

I certify that the Commissioner's  
Court approved this Bond on  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**

Pursuant to Ch. 2253, Tex. Gov't Code, as amended

STATE OF TEXAS §

COUNTY OF HARRIS § **KNOW ALL MEN BY THESE PRESENTS:**

That, address:,phone: (, hereinafter called the Principal; and \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_,

hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of Dollars) 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 entered into a certain written contract with the Oblige, dated the 25 day of October, 2005, for Job

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Accepted and Approved on behalf of Harris County \_\_\_\_\_

on \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_ (Principal)

Countersignature: \_\_\_\_\_ (Corporate Surety)

By: \_\_\_\_\_ (Attorney-in-fact)

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)

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 11 day of AUG 11 2015, 2015 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
<del>R. Jack Cagle</del>	<del>Commissioner, Precinct No. 4</del>

and the following members absent, to-wit: Comm. Cagle,  
 constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS  
 COUNTY AND THOMPSON ENGINEERING, INC.**

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	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<del>Comm. Cagle</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Recitals**

1. The County desires debris monitoring services for the Office of County Engineer.
2. Thompson Engineering, Inc. is capable and willing to perform the services as the Secondary Contractor.

Presented to Commissioners' Court

AUG 11 2015

APPROVE LIM

Recorded Vol. \_\_\_\_\_



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 he is hereby, authorized to execute for and on behalf of Harris County the Agreement with Thompson Engineering, Inc. to provide debris monitoring services for the Office of County Engineer; beginning upon execution and ending one year thereafter; with the possibility of four (4) consecutive one-year Renewal Terms under the same terms and conditions specified in the Agreement; for the total maximum sum stated in the Purchase Order issued once the Agreement is activated in accordance with its terms and conditions, the Agreement being incorporated herein 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.

→ Renewal

Attachment: Thompson - Agreement and Specs (2319 : Debris Monitoring Contract - Thompson)





**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN AGREEMENT FOR SUPPLEMENTAL DISASTER DEBRIS COLLECTION AND REMOVAL, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," WITH TFR ENTERPRISES, INC., FOR THE PURCHASE OF EMERGENCY SERVICES FOR DEBRIS CLEARING, REMOVAL AND DISPOSAL, AND OPERATION OF TEMPORARY DEBRIS STAGING REDUCTION SITES ASSOCIATED WITH DISASTER PREPAREDNESS AND EMERGENCY RESPONSE AND RECOVERY.**

**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, for and on behalf of the City of Bellaire, Texas, an Agreement for Supplemental Disaster Debris Collection and Removal, in a form as attached hereto and marked Exhibit "A," with TFR Enterprises, Inc., for the purchase of emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites associated with disaster preparedness and emergency response and recovery, said services to be provided under the same price(s), terms, and conditions as the agreement between TFR Enterprises, Inc., and Harris County, Texas, dated January 1, 2016.

**PASSED, ADOPTED and APPROVED** this 10th day of July, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

---

Alan P. Petrov  
City Attorney

**EXHIBIT "A"**

**AGREEMENT FOR SUPPLEMENTAL DISASTER DEBRIS COLLECTION  
AND REMOVAL WITH TFR ENTERPRISES, INC.**

The City of Bellaire, TX, herein, represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites, under the same terms and conditions as the agreement between TFR Enterprises, Inc. and Harris County, Texas dated January 1, 2016, (attached hereto as Exhibit A) which contract resulted from a competitive RFP. The City of Bellaire, TX has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. TFR Enterprises, Inc. hereby agrees to provide such services to the City of Bellaire, TX under the same price(s), terms, and conditions as the referenced contract between TFR Enterprises, Inc. and Harris County, Texas.

All references in the contract between TFR Enterprises, Inc. and Harris County, Texas shall be assumed to pertain to, and are binding upon TFR Enterprises, Inc. and the City of Bellaire, TX. Except as provided below, this agreement is entered into at no cost to the City of Bellaire, TX. The only cost associated with this contract are the agreed upon terms which only become active upon the City of Bellaire, TX issuing a notice to proceed to TFR Enterprises, Inc.

Attachment: TFR - Agreement and Specs (2314 : Debris Collection Contract - TFR)

Agreed, accepted and consented to this, the last date shown hereunder.

TFR Enterprises, Inc.

City of Bellaire, TX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment: TFR - Agreement and Specs (2314 : Debris Collection Contract - TFR)



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

September 6, 2016

Tipton F. Rowland  
TFR Enterprises, Inc.  
601 Leander Dr.  
Leander, TX 78641

**RE: Job No. 15/0260**

Dear Mr. Rowland:

The contract for Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County expires **December 31, 2016**. **If your company agrees to renew this contract under the same terms and conditions as the awarded contract at no price increase**, other than CPI, Consumer Price Index, (which is approximately 0.45% increase), please notify the Purchasing Department, by signing the bottom of this letter and emailing to [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net) no later than September 19, 2016. Renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County and approval by Commissioners Court.

Please provide a copy of your current insurance certificate listing Harris County as additional insured.

Please contact me if you have any questions at 713-274-4427.

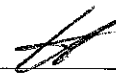
Sincerely,  
//Paige McInnis//  
Paige McInnis  
Buyer

POM

TFR Enterprises, Inc. agrees to renew the contract under the same terms and conditions, (including CPI) as the awarded contract, for the term January 1, 2017 through December 31, 2017.

Signature for Renewal

Date

 9/9/16





22.d.7.a-h

HARRIS COUNTY PURCHASING OFFICE

AGENDA ITEM: CONTRACT RENEWALS

COMMISSIONERS COURT DATE: DECEMBER 6, 2016

Request for approval of renewal option(s) and for the County Clerk to execute the applicable bonds when received for the following term contracts:

JOB #/ CO-OP TYPE	Vendor(s)	Contract	Buyer	Department	Begin	Ends	Amount	Price Increase/ (Decrease)	Bond
a. 15/0256	Secto Construction Group, Ltd.	Drainage service, maintenance, and improvements at various locations	ILK	Office of the County Engineer/ Precinct 2	February 22, 2017	February 21, 2018	\$500,000	\$8,408	Y
b. 14/0003	SEARCH Homeless Services	Case management services	SRV	Community Services	March 1, 2017	February 28, 2018	\$175,000		N
c. 16/0002	Houston Bar Association	Alternative dispute resolution services	SRV	Administrative Office of the District Courts	March 1, 2017	February 28, 2018	\$642,000		N
d. 15/0260	TFR Enterprises, Inc. (Primary Vendor)	Emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites	POM	Harris County	January 1, 2017	December 31, 2017	\$98,515,369 * For all vendors	\$610,771	Y
e. 15/0260	DRC Emergency Services, LLC (Secondary Vendor)	Emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites	POM	Harris County	January 1, 2017	December 31, 2017	\$98,515,369 * For all vendors	\$690,197	Y
f. 14/0285	Neisync Network Solutions (Category II, V, VII, & VIII)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January 1, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
g. 14/0285	Sigma Technology Solutions (Category I, IV, VI, IX and X)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January 1, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
h. 14/0285	Presidio Networked Solutions Group, LLC (Category III)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January 1, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
i. 14/0331	Adapoo, Inc.	Mosquito control insecticide chemicals and related items	POM	Harris County	March 1, 2017	February 28, 2018	\$103,121		N
j. 12/0301	Gulf Utility Service, Inc.	Operate and maintain the wastewater lift station at the Detention Center and related items UPTN 13208MPO5F01	MNG	Harris County	February 1, 2017	January 31, 2018	\$45,613		Y
k. 14/0154	Caring Commercial Cleaning, Inc.	Custodial cleaning services at region 2	ASJ	Facilities and Property Management	January 6, 2017	January 5, 2018	\$573,735	\$21,936	Y

Vote of the Court:

Yes No Abstain

Judge Emmett ☒ ☐ ☐

Comm. Locke ☒ ☐ ☐

Comm. Morman ☒ ☐ ☐

Comm. Radack ☒ ☐ ☐

Comm. Cagle ☒ ☐ ☐

cc: All vendors  
Revised 08/12/09

*Debra J. Dwyer*  
Debra J. Dwyer, C.P.M., C.P.O.  
Purchasing Agent

Presented to Commissioners' Court

DEC 06 2016

APPROVE *C/L*

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

G.1.b.3.b

Pur-cog  
TRM-cog  
Comm (C+D-cog)  
FPM-cog

Attachment: TFR - Agreement and Specs (2314 : Debris Collection Contract - TFR)

Job No. 15/02/60, Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County

TFR Enterprises, Inc. (Primary Vendor)

Item No.	Description	Unit Measure	Estimated Quantity	Base Year 2016 \$/UM	Base Year 2016 Ext \$	1st Renewal Escalated 2017 CPI/ 0.60% \$/UM	1st Renewal Escalated 2017 CPI/ 0.60% Ext \$
<b>A</b>	<b>Emergency Road Clearance (Equipment and Labor Rates for initial road clearance)</b>						
1	Air Curtain Pit Burner w/ operator	Hour	1	\$165.00	\$165.00	\$165.98	\$165.98
2	Air Curtain refractory Incinerator w/ operator	Hour	1	\$200.00	\$200.00	\$201.19	\$201.19
3	Bobcat loader w. operator	Hour	1	\$265.00	\$265.00	\$266.58	\$266.58
4	Bucket Truck w/ operator	Hour	1	\$140.00	\$140.00	\$140.83	\$140.83
5	Chipper/mulcher (8' throat) w/ operator	Hour	1	\$315.00	\$315.00	\$316.88	\$316.88
6	Chipper/mulcher (12' throat)	Hour	1	\$80.00	\$80.00	\$80.48	\$80.48
7	Crane - 30 Ton	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
8	Crane - 50 Ton	Hour	1	\$290.00	\$290.00	\$291.73	\$291.73
9	Crane - 100 Ton	Hour	1	\$300.00	\$300.00	\$301.79	\$301.79
10	Crash truck w/ Impact Attenuator w/ operator	Hour	1	\$560.00	\$560.00	\$563.34	\$563.34
11	Dozer, tracked, D5 or similar w/ operator	Hour	1	\$110.00	\$110.00	\$110.66	\$110.66
12	Dozer, tracked, D6 or similar w/ operator	Hour	1	\$110.00	\$110.00	\$110.66	\$110.66
13	Dozer, tracked, D7 or similar w/ operator	Hour	1	\$170.00	\$170.00	\$171.01	\$171.01
14	Dozer, tracked, D8 or similar w/ operator	Hour	1	\$190.00	\$190.00	\$191.13	\$191.13
15	Dump Truck 18-20 CY w/ operator	Hour	1	\$245.00	\$245.00	\$246.46	\$246.46
16	Dump Truck 21-30 CY w/ operator	Hour	1	\$125.00	\$125.00	\$125.75	\$125.75
17	Generator and lighting w/ operator	Hour	1	\$155.00	\$155.00	\$155.92	\$155.92
18	Grader w/ 12' blade w/ operator	Hour	1	\$60.00	\$60.00	\$60.36	\$60.36
19	Hydraulic Excavator, 1.5 CY w/ operator	Hour	1	\$135.00	\$135.00	\$135.80	\$135.80
20	Hydraulic Excavator, 2.5 CY w/ operator	Hour	1	\$155.00	\$155.00	\$155.92	\$155.92
21	Knuckleboom Loader w/ operator	Hour	1	\$165.00	\$165.00	\$165.98	\$165.98
22	Lowboy trailer w/ tractor w/ operator	Hour	1	\$315.00	\$315.00	\$316.88	\$316.88
23	Log Skidder w/ operator	Hour	1	\$100.00	\$100.00	\$100.60	\$100.60
24	Mobile crane (adequate for hanging limbs/leaning trees) w/ operator	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
25	Pickup truck, .5 ton w/ operator	Hour	1	\$400.00	\$400.00	\$402.39	\$402.39
26	Soil Compactor, 81 + HP w/ operator	Hour	1	\$60.00	\$60.00	\$60.36	\$60.36
27	Soil Compactor, 80HP w/ operator	Hour	1	\$60.00	\$60.00	\$60.36	\$60.36
28	Soil Compactor, Towed Unit w/ operator	Hour	1	\$80.00	\$80.00	\$80.48	\$80.48
29	Stump Grinder 30" diameter or less w/ operator	Hour	1	\$120.00	\$120.00	\$120.72	\$120.72
30	Stump Grinder 30" diameter or greater w/ operator	Hour	1	\$80.00	\$80.00	\$80.48	\$80.48
31	Traffic Control, Temporary Single Lane Closure w/ operator	Hour	1	\$400.00	\$400.00	\$402.39	\$402.39
32	Traffic Control, Temporary Road Closure w/ operator	Hour	1	\$700.00	\$700.00	\$704.17	\$704.17
33	Truck Flatbed w/ operator	Hour	1	\$80.00	\$80.00	\$80.48	\$80.48
34	Tub Grinder, 800 to 1000HP w/ operator	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
35	Waste Collection Rear Loader Truck w/ operator	Hour	1	\$600.00	\$600.00	\$603.58	\$603.58

TFR Enterprises, Inc. (Primary Vendor)

Item No.	Description	Unit Measure	Estimated Quantity	Base Year 2016 \$/UM	Base Year 2016 Ext \$	1st Renewal Escalated 2017 CPI/ 0.60% \$/UM	1st Renewal Escalated 2017 CPI/ 0.60% Ext \$
36	Water Truck w/ operator	Hour	1	\$115.00	\$115.00	\$115.69	\$115.69
37	Wheel Loader, 2.5 CY, 950 or similar w/ operator	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
38	Wheel Loader, 3.5-4.0 CY, 966 or similar w/ operator	Hour	1	\$180.00	\$180.00	\$181.07	\$181.07
39	Wheel Loader, 4.5 CY, 980 or similar w/ operator	Hour	1	\$225.00	\$225.00	\$226.34	\$226.34
40	Wheel Loader-Backhoe, 1.0-1.5 CY w/ operator	Hour	1	\$245.00	\$245.00	\$246.46	\$246.46
41	Operations Manager	Hour	1	\$130.00	\$130.00	\$130.78	\$130.78
42	Superintendent with truck, phone & radio	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
43	Foreman with truck, phone & radio	Hour	1	\$75.00	\$75.00	\$75.45	\$75.45
44	Safety/Quality Control Inspector w/ vehicle, phone & radio	Hour	1	\$75.00	\$75.00	\$75.45	\$75.45
45	Inspector with vehicle, phone & radio	Hour	1	\$45.00	\$45.00	\$45.27	\$45.27
46	Climber with Gear	Hour	1	\$60.00	\$60.00	\$60.36	\$60.36
47	Saw Hand with Chainsaw	Hour	1	\$110.00	\$110.00	\$110.66	\$110.66
48	Laborers & Flagmen	Hour	1	\$46.00	\$46.00	\$46.27	\$46.27
49	Timekeeper	Hour	1	\$42.00	\$42.00	\$42.25	\$42.25
50	HazMat Professional	Hour	1	\$50.00	\$50.00	\$50.30	\$50.30
51	Household HazMat Inspection and Removal Crew	Hour	1	\$70.00	\$70.00	\$70.42	\$70.42
<b>Subtotal of Section A</b>					<b>\$8,848.00</b>		<b>\$8,900.81</b>
<b>B</b>	<b>Debris Clearing, Removal and Disposal</b>						
1	ROW vegetative debris removal (Collection and hauling)	Cubic Yard	8,000,000	\$5.81	\$46,480,000.00	\$5.84	\$46,757,144.04
2	ROW C&D Debris Removal (Collection, Hauling and Final Disposal)	Cubic Yard	2,000,000	\$7.98	\$15,960,000.00	\$8.03	\$16,055,163.92
3	DMS Management and Reduction debris (grinding)	Cubic Yard	7,000,000	\$1.95	\$13,650,000.00	\$1.96	\$13,731,390.19
4	DMS Management and Reduction debris (incineration)	Cubic Yard	1,000,000	\$0.50	\$500,000.00	\$0.50	\$502,981.33
5	Load, transport and disposal of Reduced Debris to Final Disposal Site	Cubic Yard	2,500,000	\$3.49	\$8,725,000.00	\$3.51	\$8,777,024.13
6	C&D Debris to Final Disposal Site (excludes items paid for under pay item (B-2))	Cubic Yard	500,000	\$9.80	\$4,900,000.00	\$9.86	\$4,929,216.99
7	Removal, transportation, and disposal of structures from private property	Cubic Yard	750,000	\$7.75	\$5,812,500.00	\$7.80	\$5,847,157.91
8	Hazardous Leaning Tree Removal (6 to 11.99 inches in diameter)	Per Tree	250	\$215.00	\$53,750.00	\$216.28	\$54,070.49
9	Hazardous Leaning Tree Removal (12 to 23.99 inches in diameter)	Per Tree	400	\$265.00	\$106,000.00	\$266.58	\$106,632.04
10	Hazardous Leaning Tree Removal (24 to 35.99 inches in diameter)	Per Tree	300	\$490.00	\$147,000.00	\$492.92	\$147,876.51
11	Hazardous Leaning Tree Removal (36 to 47.99 inches in diameter)	Per Tree	100	\$970.00	\$97,000.00	\$975.78	\$97,578.38
12	Hazardous Leaning Tree Removal (48 inches and greater in diameter)	Per Tree	100	\$1,100.00	\$110,000.00	\$1,106.56	\$110,655.89
13	Removal of Hazardous Hanging Limbs (Greater than 2 inches in diameter)	Per Tree	10,000	\$110.00	\$1,100,000.00	\$110.66	\$1,106,558.92
14	Hazardous Stump Removal (greater than 24 to 35.99 inches in diameter)	Per Stump	75	\$500.00	\$37,500.00	\$502.98	\$37,723.60
15	Hazardous Stump Removal (36 to 47.99 inches in diameter)	Per Stump	50	\$600.00	\$30,000.00	\$603.58	\$30,178.88
16	Hazardous Stump Removal (48 inches and greater in diameter)	Per Stump	25	\$900.00	\$22,500.00	\$905.37	\$22,634.16
17	Abandoned Vehicle Removal	Per Unit	100	\$470.00	\$47,000.00	\$472.80	\$47,280.24
18	Animal Carcass Removal, Transportation, and Disposal	Per Pound	750	\$10.00	\$7,500.00	\$10.06	\$7,544.72
19	ROW White Goods Debris Removal	Per Unit	200	\$90.00	\$18,000.00	\$90.54	\$18,107.33
20	Refrigerant Removal and Disposal	Per Unit	200	\$60.00	\$12,000.00	\$60.36	\$12,071.55
21	Asbestos Removal and Disposal	Per Pound	5000	\$7.00	\$35,000.00	\$7.04	\$35,208.69
22	Soil Sampling and Analysis	Per Boring	50	\$900.00	\$45,000.00	\$905.37	\$45,268.32
<b>Subtotal of Section B</b>					<b>\$97,895,750.00</b>		<b>\$98,506,468.23</b>
<b>*Grand Total (Sections A-B)</b>					<b>\$97,904,598.00</b>		<b>\$98,515,369.04</b>

18.d.6.h



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

December 8, 2015

Commissioners Court  
Harris County, Texas

RE: Job No. 15/0260

Members of Commissioners Court:

Please approve the following award on the basis of low bid:

**Description:** Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County

**Bids Received:** Six (6) on November 23, 2015 (see attached)

**Vendors:** TFR Enterprises, Inc. (Primary)  
DRC Emergency Services, LLC (Secondary)

**Term:** January 1, 2016 through December 31, 2016 with four (4) one-year renewal options

**Amount:** \$97,904,598

**Evaluated by:** X Office of County Engineer X Harris County Purchasing

After evaluating bids, it was determined that it is in the best interest of Harris County to award to a primary and secondary vendor to ensure complete coverage for these services. The secondary vendor will be utilized when the primary vendor is unavailable or unable to fulfill the services required. These services will only be utilized during an emergency situation; therefore, funds will not be encumbered or applicable bond(s) requested until the services are needed and the County activates the contract. Purchase orders will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

Presented to Commissioners' Court

DEC 15 2015

APPROVE C/L  
Recorded Vol. 298 Page 359

POM/w/c  
Attachment

cc: Office of County Engineer  
Vendors

FOR INCLUSION ON COMMISSIONERS COURT AGENDA DECEMBER 15, 2015

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-274-4400 Fax 713-755-6695



# HARRIS COUNTY

## BID COVER SHEET

Job No.  
**15/0260**

**BID FOR: Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County (For one (1) year beginning approximately January 1, 2016)**

**DUE DATE:** Monday, November 16, 2015

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:** Paige McInnis at (713) 274-4427 or email: paige.mcinnis@pur.hctx.net

Total Amount of Bid: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Do you carry Health Insurance on your employees? ☐ Yes ☐ No If yes, what % of employees: \_\_\_\_%

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

[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: \_\_\_\_\_  
HARRIS COUNTY JUDGE ED EMMETT

Date: \_\_\_\_\_

POM  
Revised 09/14

## 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.
  - \_\_\_\_\_ 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.
  - \_\_\_\_\_ 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. **Questionnaire**
  - X   k. **Stump Conversion Table**
  - X   l. **CPI-W Based Price Adjustment Calculations**
  - X   m. **FHWA Form 1273**
  - X   n. **Bid Pricing Sheet(s)**
  - X   o. **Sample Performance/Payment Bond**



## 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/](http://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 or other applicable governing body.

### **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 Services (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.

#### **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

#### **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.

#### **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

#### **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 a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, 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 exclusively 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 MILLENNIUM 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](http://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 11/13



## SPECIFICATIONS

### **Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Harris County**

#### **SCOPE**

Harris County is soliciting bids for emergency services for debris clearing, removal and disposal, and operation of temporary debris staging and reduction sites for Harris County for one (1) year beginning approximately January 1, 2016.

#### **MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference is scheduled for **November 10, 2015 at 10:00 a.m. CST** in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas. **Attendance is mandatory and all interested vendors must attend to discuss the requirements of this bid, receive answers to questions and consideration for an award.** The pre-bid conference will not be rescheduled due to tardiness or any other issues that may arise; no exceptions. Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at 713-274-4400 at least two (2) days prior to the 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 Paige McInnis, Office of the Purchasing Agent, via email to [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net). The deadline for submission of questions relating to this bid is **November 11, 2015, 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 four (4) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment l., CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Harris County Commissioners 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**

1. Failure to return the required items may result in a "non-responsive" bid. Vendors must submit with their bid the following items:
  - a. Tax Form/Debt/Residence Certification as required in attachment a., Tax Form/Debt/Residence Certification Form,
  - b. Proof of insurance as required in attachment e., Minimum Insurance Requirements,
  - c. List of references as required in attachment h., References,
  - d. Complete and return attachment j., Contractor Questionnaire,
  - e. Complete and return the documents as detailed on the Pricing/Delivery Information sheet and as required on attachment n., Bid Pricing Sheet(s).
2. Once the bid is awarded, the successful vendor(s) must submit the following item(s) prior to commencement of work:
  - a. A performance and/or payment bond for the full amount of the contract is required from the successful vendor(s) prior to commencement of work. The vendor shall provide a payment bond for a contract that exceeds \$25,000, and a performance bond for a contract that exceeds \$100,000.

All bonding costs will be considered incidental to the contract and should be included in the rates bid on attachment n., Bid Pricing Sheet(s). Bond forms will be provided by Harris County as shown in attachment o., Sample Performance/Payment Bond.

### **SPECIAL REQUIREMENTS**

**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, delivery and any other cost incurred. No separate line item rates or charges will be accepted.

The County may award to more than one (1) vendor as "Primary" and "Secondary" vendor. The "Secondary vendor will be utilized due to time constraints, availability, etc.

Upon request from the County, the vendor shall provide a copy of the certified payroll and proof of payment to all subcontractors for the previous months invoice. The County may require proof of payment to subcontractors for previous month's invoices prior to payment of any additional invoices.

The County shall retain payment of ten (10%) percent of each invoice submitted until which time the vendor fulfills all obligations related to the project event and the release of the retained monies is approved by Harris County Commissioners Court signifying completion of the contracted tasks. Should all contracted tasks not be completed, the vendor shall forfeit the retained monies.

To ensure FEMA guidelines and requirements are met once this contract has been activated, the vendor should be a current selected participant of an emergency services program such as this region's council of governments, Houston-Galveston Area Council (HGAC) - Disaster Debris Clearance and Removal Services Program, or, be current selected participant within a similar program. If the vendor has been selected through a similar program but not by HGAC, the vendor should provide sufficient details of that program and its guidelines to allow the County to determine if the program in which the vendor has been selected is an equivalent. If vendor is not part of any such program then provide details of your company's FEMA certifications and company guidelines followed necessary to meet all the requirements of the bid and all FEMA requirements. Please refer to attachment j., Questionnaire.

### **NO CONFIDENTIALITY OF BIDS**

Once opened, bids are public records. **There are no exceptions.** When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Paige McInnis immediately at [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net).

### **ALTERATION OF DOCUMENT**

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this document supersede all conflicting terms within any cooperative contracts associated with this purchase.

### **TOLL FEES**

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

### **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.

### **PURCHASE ORDERS**

Products and/or services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments. Once a purchase order is issued, the using department will contact vendor directly to place orders.

### **QUALIFICATIONS**

Vendor must have the following minimum qualifications:

- Vendor must have completed one (1) project as the prime vendor in removal, transportation, reduction, and disposal of a minimum of two (2) million cubic yards of storm generated debris (single mobilization) within the last ten (10) years.
- Vendor must have completed three (3) projects as the prime vendor in removal, transportation, reduction, and disposal of a minimum of one (1) million cubic yards of storm generated debris. For the purposes of this requirement, a project is limited to the amount of debris generated by a defined storm/event for a single client.
- Vendor must have completed a minimum of one (1) project as the prime vendor with federally funded demolition, removal, reduction, and disposal of private structures (Commonly referred to as a Right of Entry Program).
- Vendor must have a minimum bonding capacity of twenty-five (25) million dollars.

### **SPECIFICATION**

The vendor shall furnish all labor, equipment and material necessary to provide debris clearing, removal and disposal, and operation of temporary debris staging and reduction sites for Harris County. These services will only be utilized during emergency situations, therefore, funds will not be encumbered until the services are needed and the County activates the contract.

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance and policies, and/or as directed by the County. Work will include but not limited to 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Debris Management Sites (DMSs) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal disaster specific guidance or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the vendor by the County. It shall be the vendor’s responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the vendor was issued a notice to proceed (NTP), unless otherwise directed by the County, in writing.

The vendor’s responsibilities shall include, but is not limited to:

#### **Vegetative Debris consists of the following:**

- Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
- Remains of standing trees which are clearly damaged beyond salvage.

**Construction and Demolition (C&D) Debris consists of the following:**

- Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

**A. Description of Designated Area and Debris Management Sites**

1. All debris identified by the County shall be removed. The vendor shall make as many passes as necessary through the designated Right-of-Way ("ROW"), as identified by the County, removing debris along County maintained ROW, public property, county parks, and facilities. Partial removal of debris piles is strictly prohibited. The vendor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. At the discretion of the County, any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County, in writing.
2. Vendor shall only deliver debris to disposal sites or debris management sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.
3. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than (6") six inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid debris blowing out of the hauling vehicle during transport to the disposal site.
4. All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMSs, unless approved in advance by the County.
5. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than (6") six inches in any dimension shall be left on site. Hand crews and rakes will be required.

6. Vendor shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will coordinate directly with the County's Debris Management Officers. The project manager will be expected to have daily meetings with County representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, required coordination, and damage repairs. The vendor's project manager must be available (24) twenty-four hours per day, or as required by the County.
  - a. The vendor shall provide a Project Supervisor to each of the County's four Commissioner Precincts. The project supervisor will coordinate directly with the County's Debris Management Officers and Precinct staff for debris management.
7. Vendor shall conduct a detailed on-site debris assessment of the County debris to be removed, and consider the following: 1) amount and types of debris; 2) working conditions such as traffic, street/road width, and land use; 3) means of ingress and egress to work areas; and 4) all other factors affecting the removal and disposal work. The vendor shall provide a report outlining the debris assessment findings to the County.
8. The vendor shall be responsible for locating, acquiring, purchasing, leasing, maintaining, and management of any DMSs. The vendor is responsible for restoring any DMSs to its original condition, abiding by all State and Federal regulatory requirements, including environmental requirements. The County must approve and ensure proper certification of all DMSs prior to each site beginning to process debris.
  - a. Within forty-five (45) days of award of this contract, the vendor shall provide the County a list of proposed DMSs intended for use following a debris generating event. This list shall be maintained from year-to-year, through the duration of this contract and any subsequent extensions. The vendor must show proof of contact with the land owner of each proposed DMSs in form of written correspondence from the vendor and any reply from the land owner. The list of DMSs shall include at least one (1) DMS in each of Harris County Commissioners Precincts. Each DMS shall include at least five (5) acres of land for use as debris storage, and be located outside of the FEMA floodway as defined by the most recent FEMA Flood Insurance Rate Maps. The site shall be accessible by public road. When possible, the County shall assist the vendor in evaluating the site with respect to other environmental permitting requirements.
  - b. At its sole discretion, the County may provide DMSs to the vendor. The vendor remains responsible for maintaining and managing all debris operations at these sites. The vendor is responsible for restoring any DMSs to its original condition, abiding by all Local, State and Federal environmental regulatory requirements.
  - c. Once DMS locations are determined, the vendor shall provide an address, GPS coordinates, estimated acreage, site layout overview, site management plan, fire prevention and safety plan.
  - d. Based on the severity of the disaster, the County may task the vendor with locating additional sites available as DMSs.
  - e. The County does not warrant or guarantee the availability or use of any dump sites. The vendor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County. The vendor shall remain legally responsible for the handling, reduction, and final haul-out and final disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all Local, State, and Federal fire, safety and environmental standards. Vendor reduction, handling, disposal,



- and remediation operations must be approved, in writing, by the County.
- f. Payment for disposal costs such as tipping fees incurred by the vendor at permitted disposal facilities, or other County approved sites that meet Local, State, and Federal Regulations for disposal, are considered incidental and shall be included in pricing as indicated in following sections. The vendor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of vendor payment to the disposal facility.
9. The vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.
  10. The County reserves the right to inspect the DMSs, verify quantities, and review operations at any time.

## **B. Debris Clearing, Removal, Disposal and Operations**

1. **Emergency Road Clearance (PUSH)** – Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from County roadways and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the County shall be clear and passable within seventy (70) working hours of the issuance of a notice to proceed from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County. Vendors shall provide equipment and labor rates on attachment n., Bid Pricing Sheet(s), Item A. 1-51; all other costs associated with this task shall be considered incidental to items listed in Section A.
2. **ROW Vegetative Debris Removal**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County ROW to a County approved DMS or other designated disposal facility.
  - b. Vegetative debris existing in the County ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, County parks, alleys, County debris staging areas, and other areas as designated by the County.
  - c. Removal of vegetative debris existing in the County will be performed as identified by the County.
  - d. This includes the removal, collection, hauling, and disposal of all stumps less than twenty-four (24) inches in diameter and any stump not originating in the ROW.
  - e. Entry onto private property (to include private roads and/or gated communities) for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (“ROE”) legal and operational procedures.
3. **ROW C&D Debris Removal**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs, including landfill tipping fees, to pick up and transport C&D debris existing in the County ROW to a County approved landfill or other final disposal facility.
  - b. C&D debris existing in the County ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, property, County parks and as directed by the County.



- c. Removal of C&D debris existing in the County ROW will be performed as identified by the County.
  - d. It is intended that the vendor shall collect and transport the majority of C&D debris directly to an approved landfill.
4. **Demolition, Removal, and Transport of Structures**
- a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the County. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved DMSs or other designated disposal facility.
  - b. Removal, transportation and disposal of demolished structures and scattered C&D debris on private property, will be performed as identified by the County.
  - c. Entry onto private property will only be permitted when directed by the County. The County will provide specific right of entry (ROE) legal and operational procedures.
  - d. The vendor is required to strictly adhere to all Local, State, and Federal regulatory requirements for the demolition of structures.
  - e. The vendor is required to submit a ROE program plan to the County for approval prior to beginning demolition on private property.
5. **DMS Management and Operations**
- a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMSs for the acceptance, management, segregation, and staging of disaster related debris. DMSs layout and ingress and egress plan must be approved by the County.
  - b. The management of DMSs includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
  - c. Debris at the DMSs will be clearly segregated and managed according to the separately priced collection operations outlined in these specifications and attachments.
  - d. Vendor is responsible for providing on-site DMS traffic control and, dust control.
  - e. Vendor shall provide a tower from which the County or its authorized representative can make volumetric load calls. The tower provided by the contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this contract.
  - f. Vendor is responsible for operating the DMSs in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
  - g. The vendor shall submit a Fire Suppression Plan for each DMS for review and approval by the County or its designated agent. Changes to the Fire Suppression Plan must be submitted in writing for approval by the County or its designated agent. The vendor shall include the procedures for monitoring temperatures in stockpiled mulch and mitigating actions for potential fire hazards in the Fire Suppression Plan.
  - h. Upon completion of haul-out activities, vendor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal regulatory requirements, including environmental requirement, and obtain a written release from the County or its authorized representative.
  - i. The vendor is responsible for providing all required temporary utilities required for debris removal operation at each DMS.
  - j. The vendor is responsible for providing twenty-four (24) hour per day, seven (7) days per week site security and fire watch for any DMSs under the vendors control.

6. **Soil Sampling and Analysis** - Should the County authorize the vendor to do so, the vendor must collect and analyze soil samples at each DMS in areas designated for ash storage, vehicle maintenance, fuel dispensing operations, and any areas where hazardous substances are or might be generated, stored or used. Samples must be collected and analyzed prior to any operation at the site. Samples must be collected and analyzed within thirty (30) days after all operations at the site have ceased and all material and equipment have been removed from the site. Both sets of samples shall be taken from the same locations. The vendor shall utilize an independent laboratory to test samples and provide a copy of the results to the County. Analysis must include Total Petroleum Hydrocarbons (TPH), Resource Conservation and Recovery Act (RCRA) metals and volatile organic compounds (VOCs). Samples shall be taken and analyzed utilizing Toxicity Characteristic Leaching Procedure (TCLP) methods. Soil sampling activities shall be bid separately from other DMS activities. Mobilization costs associated with obtaining soil borings shall be considered incidental to the cost of the boring.
7. **Reduction of Debris (Grinding)**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the County. Grinding must be approved by the County prior to commencement of reduction activities.
  - b. All un-reduced storm debris must be staged separately at the DMS.
  - c. The vendor must obtain approval to reduce C&D debris from County. If approved for reduction by County, C&D debris must be reduced via grinding in order for the County to compensate the vendor for reduction.
8. **Reduction of Debris (Incineration)** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the County. The vendor agrees that it shall not seek Texas Commission on Environmental Quality (TCEQ) approval for incineration activities without County approval. Once County approval is received, the contractor shall be solely responsible for obtaining TCEQ approval themselves. Incineration must be approved by the County prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the DMSs.
9. **Load, Transport and Disposal of Reduced Debris** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to load and transport reduced material existing at a County approved DMSs to a final disposal facility. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris. In the situation where a DMS is established at the same location as a final disposal facility, the vendor shall not charge the County a haul-out fee as described in this section and associated referenced bid sheets. The final disposal of all materials generated from the debris shall be in accordance with all Local, State, and Federal regulations.
10. **Loading, Transport and Disposal of C&D Debris** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to load and transport C&D material existing at a County approved DMS to a landfill or final disposal facility. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris. The final disposal of the all materials generated from the debris shall be in accordance with all Local, State, and Federal regulations.
11. **Removal of Hazardous Leaning Trees and Hanging Limbs** – In areas identified and

approved by the County, vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree or chest height and hanging limbs two (2) inches or greater in diameter existing in the County ROW. Further, debris generated from the removal of hazardous trees and hanging limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with item B-2 described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than twelve (12) inches in diameter, measured three (3) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with item B-2. The County will not compensate the contractor for leaning trees less than twelve (12) inches in diameter on a unit rate basis. Photographs must be taken before and after removal of hazardous leaning trees and hanging limbs and provided to the County.

Removal and transportation of hazardous tree twelve (12) inches or greater in diameter and hanging limbs two (2) inches or greater in diameter existing in the County ROW and private property will be performed as identified by the County. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the contractor, in writing, by the County. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

The removal of hazardous trees is inclusive of the removal of root balls when the root ball poses a threat and the tree is leaning more than thirty (30) degrees with 50% of the root ball exposed.

If FEMA rules were to change, the above requirements may be modified in a manner mutually agreeable to the vendor through a Change in Contract (CIC) form as provided by the County to match current FEMA requirements.

12. **Removal of Hazardous Stumps** – In areas identified and approved by the County, vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to remove, transport, and dispose of all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing in the County ROW. As directed by the County, the vendor shall provide fill for all root cavities. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and removed in accordance with item B-2. The County will not compensate hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. Photographs must be taken before and after removal of hazardous stumps and provided to the County.

All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the vendor, in writing, by the County. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over fifty (50) percent of root ball is damaged or broken and heartwood is exposed. Tree stumps that are not attached to the ground will be considered normal vegetative debris and

subject to removal under the terms and conditions of item B-2. The County or its representative will measure and certify all stumps before removal.

If FEMA rules were to change, the above requirements may be modified in a manner mutually agreeable to the vendor through a Change in Contract (CIC) form as provided by the County to match current FEMA requirements.

13. **Abandoned Vehicle Removal** - Vendor shall be required to remove and haul abandoned vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation, and disposal of abandoned vehicle removal includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
14. **Animal Carcass Removal and Disposal** – Vendor shall be required to remove and dispose of animal carcasses in areas identified and approved by the County. The removal, transportation, and disposal of animal carcass includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
15. **ROW White Goods Debris Removal** – Vendor shall provide all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation, and disposal of white goods. The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies. Preference shall be given to the recycling of white goods with respect to disposal options. Should the vendor prefer landfill disposal of white goods over recycling, the County must approve such plan prior and the plan should state why the recycling of white goods is not feasible.
16. **Refrigerant Removal** – Vendor shall be required to remove and dispose of refrigerants from items containing refrigerants as approved by the County. Refrigerants will be removed and disposed of by a certified technician before the unit is recycled or disposed. The removal and disposal of refrigerants includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
17. **Asbestos Removal** - Vendor shall provide all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation, and disposal of asbestos. The removal, transportation, and disposal of asbestos includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
18. **Use of Local Resources** - As per the Robert T. Stafford Act and FEMA regulations, the vendor will encourage the utilization of resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing labor.
19. **Mobilization** – Upon receiving a notice to proceed by the County, the vendor shall provide project management planning staff within twenty-four (24) hours for debris management coordination and mobilization. Mobilization shall be considered incidental to the contract. The vendor shall:

- a. Establish debris clearance teams within all four (4) Commissioners Precincts within twenty-four (24) hours of NTP.
  - b. Establish debris removal operations (removal, transportation, and temporary storage) within all four (4) Commissioners Precincts within forty-eight (48) hours of NTP.
  - c. Establish debris removal operations (reduction and disposal) within one hundred and twenty (120) hours of NTP.
- 20. **Annual Coordination/Training** – The vendor, at no additional cost to the County, shall attend at least one (1) annual debris management coordination workshop located within Harris County, Texas. The workshop shall be for the duration of not less than eight (8) hours.
- 21. **Health and Safety Plan** – At no cost to the County, within thirty (30) days of award of this term contract, the successful vendor (primary and secondary) shall submit a health and safety plan to the County for review/approval. The Health and Safety plan shall identify the vendor's safety officer roles and responsibilities. The Health and Safety plan shall address the vendor's safety plan by phase of debris management operations (mobilization, debris clearance, debris removal, demobilization). The Health and Safety Plan shall address 1) available health and safety training, 2) reporting/resolution procedures for identified health and safety issues, 3) equipment safety procedures, 4) adherence to all local, state, and federal safety requirements, 5) adherence of Health and Safety plan by all subcontractors and 6) any additional information required for safe operation of the contractor during the term of this contract. The vendor shall not commence any debris removal operations without a Health and Safety plan approved by the County. Any changes to the Health and Safety plan must be submitted to the County in writing for review and approval.
- 22. **Quality Control/Quality Assurance Program** - At no cost to the County, within thirty (30) days of award of this term contract, the successful vendor (primary and secondary) shall submit a Quality Control/Quality Assurance (QA/QC) plan for review and approval by the County. The plan shall address the vendor's QA/QC plan by phase of debris management operations (mobilization, debris clearance, debris removal, demobilization). The vendor shall describe procedures to 1) minimize vehicle/personnel scheduling conflicts between vendor and debris monitoring staff, 2) minimize record keeping errors, and 3) train subcontractors on proper debris management operations. The vendor shall not commence any debris removal operations without a QA/QC plan approved by the County. Any changes to the QA/QC plan must be submitted to the County in writing for review and approval.
- 23. **Daily Coordination Meetings** – The vendor shall provide debris management staff to attend daily project coordination meetings as required by the County following the NTP, and cost shall be incidental to the items listed in Section B.
- 24. **Working Hours** - Monday through Sunday, the contract hours shall only be during daylight hours or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County.
- 25. **Debris Site Tower Specifications**
  - a. The vendor shall provide a minimum of one tower at each dumpsite for the use of County representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its representative are unable to verify the entering and exiting trucks, then the vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10)



feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. Tower design(s) shall be prepared and sealed by a Professional Engineer. The expense incurred by the vendor for the construction of towers is an overhead expense contemplated as part of the vendor compensation under the terms and conditions of section B.

- b. The vendor shall provide a minimum of one (1) portable toilet at each dumpsite for the use of County representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the vendor throughout the duration of dumping operations. The expense incurred by the vendor for the operation of portable toilets is an overhead expense contemplated as part of the vendor's compensation under the terms and conditions of section B.
- c. Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the County due to unsuitable conditions at the tower.
- d. The cost of providing debris towers shall be considered incidental to items in Section B.

## 26. **Equipment**

- a. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The vendor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the contractor mix debris hauled for others with debris hauled under this contract.
- b. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (above 100 cubic yard), permitted loads, and non-rubber tired equipment must be approved for use on the road by the County.
- c. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County, following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction. All trip tickets associated with hand loaded vehicles will require the words "hand loaded" to be written on the front of the trip ticket.
- d. The cost of providing necessary equipment shall be considered incidental to items in Section B.

## 27. **Traffic Control**

- a. The vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all vendor work areas.
- b. Vendor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- c. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- d. The vendor is responsible for the development and maintenance of adequate ingress and egress routes at all DMSs.
- e. The expenses incurred by the vendor outlined in this section are incidental to the items listed in Section B.



28. **Damage to Public or Private Property**
- Vendor is responsible for all damage, injury, or loss to any property caused by the vendor.
  - Vendor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.
  - Vendor failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding funding in an amount sufficient to make necessary repairs.
29. **Existing Utilities** - Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Vendors shall pay all such costs to the utility company for any adjustments. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the vendor.
30. **Environmental Protection** - The vendor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection. All DMSs shall have necessary storm water quality controls in place and take measures to protect and preserve any onsite wetlands. The expenses incurred by the vendor outlined in this section are incidental to the items listed in Section B.
31. **Documentation and Measurement**
- Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.
  - Vendor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
  - "Load tickets" (either physical tickets or virtual electronic tickets) will be provided by the County or its representative for recording volumes of debris removal.
    - The County intends to electronically document data related to debris pickup and haul, reduction and final disposition. The County or its representative will deploy personnel at debris loading locations as necessary to electronically initiate a paperless "load ticket" via handheld units (HHUs). Additional personnel and HHUs may be deployed at temporary debris storage and reduction sites and final disposition locations to verify truck/trailer certification information, select the applicable debris type and quantify the debris. County personnel or its representative will provide printed receipts of the electronic tickets for all applicable parties.
    - At its sole discretion, the County may determine that it is in its best interest to resort to a legacy paper ticketing methodology. Multi-part Load Tickets will be issued by the County or its representative at the loading site. Vendor drivers will present the tickets to the County's personnel or representative at the tower of the DMS site and/or final disposition location. County personnel or its representative will verify the truck/trailer certification information, identify and document the debris type, quantify the debris, sign the ticket and appropriate copies to all applicable parties.
    - The vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

32. **Federal Highway Administration (FHWA) Emergency Relief Program** - The vendor shall adhere to the terms and conditions as prescribed in the Federal Highway Administration's Emergency Relief Program's FHWA Form 1273 (attachment n., FHWA Form 1273) when conducting work on County ROW that receives federal aid.

For debris removal activities in federally funded roadways, the vendor shall adhere to provisions called out in the "Emergency Relief Manual (Federal-Aid Highways)" dated November, 2009 and published by the Office of Infrastructure, Office of Program Administration, Federal Highway Administration, or any superseding manual subsequently published by the Federal Highway Administration. Special attention should be paid to the contracting requirements called out beginning on Page 59, Chapter V.M.4, entitled "Contract Requirements"

## PRICING/DELIVERY INFORMATION

### PRICING

Vendor must provide the unit price as detailed in attachment n., Bid Pricing Sheet(s). Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award as best serves the County. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.**

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. For details on the Specification Item numbers under the 3<sup>rd</sup> column of the Bid Pricing Sheet(s), please refer to the Specification section pages 11-21 of 37 of this bid.

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

### RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms and conditions with future pricing, for labor only, revised according to attachment n., CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Harris County Commissioners 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.



### 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 (1) days after receipt of notice of breach from the governmental entity.

Attachment h.

**REFERENCES AND PAST PERFORMANCE**

Provide a minimum of six (6) governmental entities (preferred) or companies that you have performed similar work as a prime vendor for the same scope and size as defined in this bid. If additional space is required, include attachment to this section of the bid.

**Reference #1**

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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**Reference #2**

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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**Reference #3**

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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**REFERENCES (CONTINUED)**Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \_\_\_\_\_

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**QUESTIONNAIRE**

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials, additional pages, or requested lists providing additional information may be attached with your bid.

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
5. Years in business under above name: \_\_\_\_\_
6. Years in business in Texas \_\_\_\_\_
7. Primary individual to contact: \_\_\_\_\_
8. Primary individual's phone number: \_\_\_\_\_
9. Name of any parent companies: \_\_\_\_\_
10. Name of any affiliated companies: \_\_\_\_\_
11. How many years has your organization been providing debris hauling/operation services?
  - a. Government Entities: \_\_\_\_\_
  - b. Private Entities: \_\_\_\_\_
12. Identify the company principles and key project team members who will work on this project. Provide a resume for each individual. Also provide a list of any subcontractors (if known) who will be working on this contract.
13. Provide documentation describing qualifications and experience of working on contracts for debris hauling/operation services.
14. Provide in a **Sealed Envelope** the most recent audited financial statement including your organization's latest balance sheet and income statement. Provide name and address of firm preparing the attached financial statement, and the date thereof.
15. Vendor shall submit with their bid, proof of bonding capacity up to \$25,000,000. Submit proof of this coverage from your Surety Company on their letterhead. **Vendor may also have to show proof of bonding capacity prior to approval of each renewal option utilized.** When contract is activated, vendor shall be required to submit performance and/or payment bonds (Bond forms will be provided by Harris County) prior to work beginning. All bonding cost will be considered incidental to contract and should be included in the rates bid on attachment n., Bid Pricing Sheet(s).
16. Provide proof of being a current selected participant of a program such as this region's council of governments, HGAC - Disaster Debris Clearance and Removal Services Program, or, if your firm is **not** part of HGAC then provide proof of being a current selected vendor for a similar program and provide details of that program and its guidelines. If vendor is not part of any such program then provide details of your company's guidelines followed necessary to meet all the requirements of the bid and all FEMA requirements. In addition, please provide copies of all FEMA certifications and detail related to FEMA claims experience.

17. Vendor must have completed one (1) project as the prime vendor in removal, transportation, reduction, and disposal of a minimum of two (2) million cubic yards of storm generated debris (single mobilization) within the last ten (10) years.

- Client Name (Federal, State, or Local Jurisdiction) \_\_\_\_\_
- Client Representative (Last, First name) \_\_\_\_\_
- Client Representative Phone Number \_\_\_\_\_
- Client Representative Email \_\_\_\_\_
- Total Cubic Yardage on Project \_\_\_\_\_
- Project Start and Completion Dates \_\_\_\_\_
- Client Funding Source (FEMA, FHWA, NRCS) \_\_\_\_\_

18. Vendor must have completed three (3) projects as the prime vendor in removal, transportation, reduction, and disposal of a minimum of one (1) million cubic yards of storm generated debris.

- Client Name (Federal, State, or Local Jurisdiction) \_\_\_\_\_
  - Client Representative (Last, First name) \_\_\_\_\_
  - Client Representative Phone Number \_\_\_\_\_
  - Client Representative Email \_\_\_\_\_
  - Total Cubic Yardage on Project \_\_\_\_\_
  - Project Start and Completion Dates \_\_\_\_\_
  - Client Funding Source (FEMA, FHWA, NRCS) \_\_\_\_\_
- 
- Client Name (Federal, State, or Local Jurisdiction) \_\_\_\_\_
  - Client Representative (Last, First name) \_\_\_\_\_
  - Client Representative Phone Number \_\_\_\_\_
  - Client Representative Email \_\_\_\_\_
  - Total Cubic Yardage on Project \_\_\_\_\_
  - Project Start and Completion Dates \_\_\_\_\_
  - Client Funding Source (FEMA, FHWA, NRCS) \_\_\_\_\_
- 
- Client Name (Federal, State, or Local Jurisdiction) \_\_\_\_\_
  - Client Representative (Last, First name) \_\_\_\_\_
  - Client Representative Phone Number \_\_\_\_\_
  - Client Representative Email \_\_\_\_\_
  - Total Cubic Yardage on Project \_\_\_\_\_
  - Project Start and Completion Dates \_\_\_\_\_
  - Client Funding Source (FEMA, FHWA, NRCS) \_\_\_\_\_

19. Vendor must have completed a minimum of one (1) project as the prime vendor with federally funded demolition, removal, reduction, and disposal of private structures (Commonly referred to as a Right of Entry Program).

- Client Name (Federal, State, or Local Jurisdiction) \_\_\_\_\_
- Client Representative (Last, First name) \_\_\_\_\_
- Client Representative Phone Number \_\_\_\_\_
- Client Representative Email \_\_\_\_\_
- Project Start and Completion Dates \_\_\_\_\_
- Client Funding Source (FEMA, FHWA, NRCS) \_\_\_\_\_

20. Vendor must provide a listing of lawsuits the vendor has been a party to during any of the three (3) years preceding the due date of this bid, including pending lawsuits. The list shall identify each case by name, case number, and court in which it was filed, as well as disposition as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County may disqualify any bidders based on their lawsuit history.



## **Attachment k. Stump Conversion Table (1 page)**

(For prospective vendors interested in this bid, the Stump Conversion Table may be downloaded from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

### CPI-W Based Price Adjustment Calculations

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the eighth month of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

<b>Period #:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>From:</b>	6/07	4/07	2/07	12/06	10/06	8/06
<b>To:</b>	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

## **Attachment m. FHWA Form 1273 (12 pages)**

(For prospective vendors interested in this bid, the FHWA Form 1273 may be downloaded from BuySpeed Online at <https://bids.hctx.net/bso/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

## **Attachment o. Sample Performance/Payment Bond (2 pages)**

(For prospective vendors interested in this bid, the Sample Performance/Payment Bond may be downloaded from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

## Stump Conversion Table

### Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**  
Pursuant to Local Government Code 262.032.

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal;  
and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation;  
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business  
in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of  
\_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within  
said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter called  
Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators  
executors successors and assigns, jointly and everally, firmly by these presents. WHEREAS, the Principal has entered  
into a certain written contract with the Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, 2015 to:

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent  
as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of  
Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and  
every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and  
keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the  
County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or  
abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege  
within five (5) days after the date of notice of such action from the County, to assume control of the contract and  
all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided,  
further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all  
right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice  
of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code  
262.032 and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same  
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Corporate Surety)

I certify that the Commissioner's  
Court approved this Bond on  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: TFR - Agreement and Specs (2314 : Debris Collection Contract - TFR)



Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**

Pursuant to Ch. 2253, Tex. Gov't Code, as amended

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

That, \_\_\_\_\_, address: \_\_\_\_\_, phone: \_\_\_\_\_, (hereinafter called the Principal; and \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of Dollars) 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 entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Accepted and Approved on behalf of Harris County \_\_\_\_\_ on \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

Countersignature: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-fact)

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

Attachment: TFR - Agreement and Specs (2314 : Debris Collection Contract - TFR)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746		<b>CONTACT NAME:</b> Ashley Enrique <b>PHONE (A/C, No., Ext.):</b> 817-349-2315 <b>E-MAIL ADDRESS:</b> aenrique@higginbotham.net <b>FAX (A/C, No.):</b> 817-349-6981															
<b>INSURED</b> T.F.R. Enterprises, Inc. Sharon Lyell 601 Leander Drive Leander TX 78641		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Progressive County Mutual Ins Co</td> <td>29203</td> </tr> <tr> <td>INSURER B: Argonaut Insurance Companies</td> <td>19801</td> </tr> <tr> <td>INSURER C: STARR SURPLUS LINES INS. CO.</td> <td>13604</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Progressive County Mutual Ins Co	29203	INSURER B: Argonaut Insurance Companies	19801	INSURER C: STARR SURPLUS LINES INS. CO.	13604	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**
**CERTIFICATE NUMBER:** 1896010879

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1000066507161	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Contractors Pollution \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		028386221	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		1000337045161	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC928228359384	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER**
**CANCELLATION**

 City of Bellaire  
 7008 S. Rice Avenue  
 Bellaire TX 77401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A COOPERATIVE PURCHASE AGREEMENT, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," WITH DRC EMERGENCY SERVICES, LLC, FOR THE PURCHASE OF EMERGENCY SERVICES FOR DEBRIS CLEARING, REMOVAL AND DISPOSAL, AND OPERATION OF TEMPORARY DEBRIS STAGING REDUCTION SITES ASSOCIATED WITH DISASTER PREPAREDNESS AND EMERGENCY RESPONSE AND RECOVERY.**

**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, for and on behalf of the City of Bellaire, Texas, a Cooperative Purchase Agreement, in a form as attached hereto and marked Exhibit "A," with DRC Emergency Services, LLC, for the purchase of emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites associated with disaster preparedness and emergency response and recovery, said services to be provided under the same price(s), terms, and conditions as the agreement between DRC Emergency Services, LLC, and Harris County, Texas, dated January 1, 2016.

**PASSED, ADOPTED and APPROVED** this 10th day of July, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

---

Alan P. Petrov  
City Attorney

**EXHIBIT "A"**

Attachment: Agmt - Debris Clearing Removal and Disposal - DRC Emergency Services LLC (2315 : Debris Collection Contract - DRC)



13 Evia Main, Galveston, TX 77552  
1-888-721-4372 • 1-504-482-2848 • FAX 1-504-482-2852

The City of Bellaire, TX, herein, represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites, under the same terms and conditions as the agreement between DRC Emergency Services, LLC and Harris County, Texas dated January 1, 2016, (attached hereto as Exhibit A) which contract resulted from a competitive RFP. The City of Bellaire, TX has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the City of Bellaire, TX under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and Harris County, Texas.

All references in the contract between DRC Emergency Services, LLC and Harris County, Texas shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the City of Bellaire, TX. Except as provided below, this agreement is entered into at no cost to the City of Bellaire, TX. The only cost associated with this contract are the agreed upon terms which only become active upon the City of Bellaire, TX issuing a notice to proceed to DRC Emergency Services, LLC.



Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

City of Bellaire, TX

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

## HARRIS COUNTY PURCHASING OFFICE

## AGENDA ITEM: CONTRACT RENEWALS

COMMISSIONERS COURT DATE: DECEMBER 6, 2016

Request for approval of renewal option(s) and for the County Clerk to execute the applicable bonds when received for the following term contracts:

	JOB #/ CO-OP TYPE	Vendor(s)	Contract	Buyer	Department	Begins	Ends	Amount	Price Increase/ (Decrease)	Bond
a.	15/0256	Serco Construction Group, Ltd.	Drainage service, maintenance, and improvements at various locations	JLK	Office of the County Engineer/ Precinct 2	February 22, 2017	February 21, 2018	\$500,000	\$8,408	Y
b.	14/0003	SEARCH Homeless Services	Case management services	SRV	Community Services	March 1, 2017	February 28, 2018	\$175,000		N
c.	16/0002	Houston Bar Association	Alternative dispute resolution services	SRV	Administrative Office of the District Courts	March 1, 2017	February 28, 2018	\$642,000		N
d.	15/0260	TFR Enterprises, Inc. (Primary Vendor)	Emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites	POM	Harris County	January 1, 2017	December 31, 2017	\$98,515,369 * For all vendors	\$610,771	Y
e.	15/0260	DRC Emergency Services, LLC (Secondary Vendor)	Emergency services for debris clearing, removal and disposal, and operation of temporary debris staging reduction sites	POM	Harris County	January 1, 2017	December 31, 2017	\$98,515,369 * For all vendors	\$690,197	Y
f.	14/0285	Netsync Network Solutions (Category II, V, VII, & VIII)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January 1, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
g.	14/0285	Sigma Technology Solutions (Category I, IV, VI, IX and X)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January 1, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
h.	14/0285	Presidio Networked Solutions Group, LLC (Category III)	Hardware, software, training, support services and related items for the toll collection back office solution	JHD	Toll Road Authority	January, 2017	December 31, 2017	\$8,848,070 * For all vendors		N
i.	14/0331	Adapco, Inc.	Mosquito control insecticide chemicals and related items	POM	Harris County	March 1, 2017	February 28, 2018	\$103,121		N
j.	12/0301	Gulf Utility Service, Inc.	Operate and maintain the wastewater lift station at the Detention Center and related items UPIN 13208MF05F01	MNG	Harris County	February 1, 2017	January 31, 2018	\$45,613		Y
k.	14/0154	Caring Commerical Cleaning, Inc.	Custodial cleaning services at region 2	ASJ	Facilities and Property Management	January 6, 2017	January 5, 2018	\$573,735	\$21,936	Y

## Vote of the Court:

Yes No Abstain

Judge Emmett ☒ ☐ ☐

Comm. Locke ☒ ☐ ☐

Comm. Morman ☒ ☐ ☐

Comm. Radack ☒ ☐ ☐

Comm. Cagle ☒ ☐ ☐

Presented to Commissioners' Court

DEC 06 2016

APPROVE C/L

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

*Dan Wright*  
Dan Wright Dopslar, C.P.M., CPPO  
Purchasing Agent

cc: All vendors  
Revised 08/12/09

## DRC Emergency Services, LLC (Secondary Vendor)

Item No.	Description	Unit Measure	Estimated Quantity	Base Year 2016 \$/UM	Base Year 2016 Ext \$	1st Renewal	1st Renewal
						Escalated 2017 CPI/ 0.60% \$/UM	Escalated 2017 CPI/ 0.60% Ext \$
<b>A</b>	<b>Emergency Road Clearance</b> (Equipment and Labor Rates for initial road clearance)						
1	Air Curtain Pit Burner w/ operator	Hour	1	\$250.00	\$250.00	\$251.49	\$251.49
2	Air Curtain refractory Incinerator w/ operator	Hour	1	\$275.00	\$275.00	\$276.64	\$276.64
3	Bobcat loader w. operator	Hour	1	\$85.00	\$85.00	\$85.51	\$85.51
4	Bucket Truck w/ operator	Hour	1	\$175.00	\$175.00	\$176.04	\$176.04
5	Chipper/mulcher (8' throat) w/ operator	Hour	1	\$125.00	\$125.00	\$125.75	\$125.75
6	Chipper/mulcher (12' throat)	Hour	1	\$175.00	\$175.00	\$176.04	\$176.04
7	Crane - 30 Ton	Hour	1	\$250.00	\$250.00	\$251.49	\$251.49
8	Crane - 50 Ton	Hour	1	\$350.00	\$350.00	\$352.09	\$352.09
9	Crane - 100 Ton	Hour	1	\$650.00	\$650.00	\$653.88	\$653.88
10	Crash truck w/ Impact Attenuator w/ operator	Hour	1	\$45.00	\$45.00	\$45.27	\$45.27
11	Dozer, tracked, D5 or similar w/ operator	Hour	1	\$100.00	\$100.00	\$100.60	\$100.60
12	Dozer, tracked, D6 or similar w/ operator	Hour	1	\$120.00	\$120.00	\$120.72	\$120.72
13	Dozer, tracked, D7 or similar w/ operator	Hour	1	\$350.00	\$350.00	\$352.09	\$352.09
14	Dozer, tracked, D8 or similar w/ operator	Hour	1	\$400.00	\$400.00	\$402.39	\$402.39
15	Dump Truck 18-20 CY w/ operator	Hour	1	\$100.00	\$100.00	\$100.60	\$100.60
16	Dump Truck 21-30 CY w/ operator	Hour	1	\$110.00	\$110.00	\$110.66	\$110.66
17	Generator and lighting w/ operator	Hour	1	\$25.00	\$25.00	\$25.15	\$25.15
18	Grader w/ 12' blade w/ operator	Hour	1	\$200.00	\$200.00	\$201.19	\$201.19
19	Hydraulic Excavator, 1.5 CY w/ operator	Hour	1	\$135.00	\$135.00	\$135.80	\$135.80
20	Hydraulic Excavator, 2.5 CY w/ operator	Hour	1	\$145.00	\$145.00	\$145.86	\$145.86
21	Knuckleboom Loader w/ operator	Hour	1	\$165.00	\$165.00	\$165.98	\$165.98
22	Lowboy trailer w/ tractor w/ operator	Hour	1	\$115.00	\$115.00	\$115.69	\$115.69
23	Log Skidder w/ operator	Hour	1	\$150.00	\$150.00	\$150.89	\$150.89
24	Mobile crane (adequate for hanging limbs/leaning trees) w/ operator	Hour	1	\$175.00	\$175.00	\$176.04	\$176.04
25	Pickup truck, .5 ton w/ operator	Hour	1	\$45.00	\$45.00	\$45.27	\$45.27
26	Soil Compactor, 81 + HP w/ operator	Hour	1	\$115.00	\$115.00	\$115.69	\$115.69
27	Soil Compactor, 80HP w/ operator	Hour	1	\$85.00	\$85.00	\$85.51	\$85.51
28	Soil Compactor, Towed Unit w/ operator	Hour	1	\$65.00	\$65.00	\$65.39	\$65.39
29	Stump Grinder 30" diameter or less w/ operator	Hour	1	\$100.00	\$100.00	\$100.60	\$100.60
30	Sump Grinder 30" diameter or greater w/ operator	Hour	1	\$125.00	\$125.00	\$125.75	\$125.75
31	Traffic Control, Temporary Single Lane Closure w/ operator	Hour	1	\$89.00	\$89.00	\$89.53	\$89.53
32	Traffic Control, Temporary Road Closure w/ operator	Hour	1	\$62.00	\$62.00	\$62.37	\$62.37
33	Truck Flatbed w/ operator	Hour	1	\$65.00	\$65.00	\$65.39	\$65.39
34	Tub Grinder, 800 to 1000HP w/ operator	Hour	1	\$350.00	\$350.00	\$352.09	\$352.09
35	Waste Collection Rear Loader Truck w/ operator	Hour	1	\$275.00	\$275.00	\$276.64	\$276.64

## DRC Emergency Services, LLC (Secondary Vendor)

Item No.	Description	Unit Measure	Estimated Quantity	Base Year 2016 \$/UM	Base Year 2016 Ext \$	1st Renewal	1st Renewal
						Escalated 2017 CPI/ 0.60% \$/UM	Escalated 2017 CPI/ 0.60% Ext \$
36	Water Truck w/ operator	Hour	1	\$85.00	\$85.00	\$85.51	\$85.51
37	Wheel Loader, 2.5 CY, 950 or similar w/ operator	Hour	1	\$160.00	\$160.00	\$160.95	\$160.95
38	Wheel Loader, 3.5-4.0 CY, 966 or similar w/ operator	Hour	1	\$180.00	\$180.00	\$181.07	\$181.07
39	Wheel Loader, 4.5 CY, 980 or similar w/ operator	Hour	1	\$190.00	\$190.00	\$191.13	\$191.13
40	Wheel Loader-Backhoe, 1.0-1.5 CY w/ operator	Hour	1	\$150.00	\$150.00	\$150.89	\$150.89
41	Operations Manager	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
42	Superintendent with truck, phone & radio	Hour	1	\$75.00	\$75.00	\$75.45	\$75.45
43	Foreman with truck, phone & radio	Hour	1	\$65.00	\$65.00	\$65.39	\$65.39
44	Safety/Quality Control Inspector w/ vehicle, phone & radio	Hour	1	\$75.00	\$75.00	\$75.45	\$75.45
45	Inspector with vehicle, phone & radio	Hour	1	\$65.00	\$65.00	\$65.39	\$65.39
46	Climber with Gear	Hour	1	\$90.00	\$90.00	\$90.54	\$90.54
47	Saw Hand with Chainsaw	Hour	1	\$45.00	\$45.00	\$45.27	\$45.27
48	Laborers & Flagmen	Hour	1	\$37.00	\$37.00	\$37.22	\$37.22
49	Timekeeper	Hour	1	\$37.00	\$37.00	\$37.22	\$37.22
50	HazMat Professional	Hour	1	\$85.00	\$85.00	\$85.51	\$85.51
51	Household HazMat Inspection and Removal Crew	Hour	1	\$130.00	\$130.00	\$130.78	\$130.78
<b>Subtotal of Section A</b>					<b>\$7,605.00</b>		<b>\$7,650.40</b>
<b>B</b>	<b>Debris Clearing, Removal and Disposal</b>						
1	ROW vegetative debris removal (Collection and hauling)	Cubic Yard	8,000,000	\$5.98	\$47,840,000.00	\$6.02	\$48,125,253.24
2	ROW C&D Debris Removal (Collection, Hauling and Final Disposal)	Cubic Yard	2,000,000	\$11.98	\$23,960,000.00	\$12.05	\$24,102,865.13
3	DMS Management and Reduction debris (grinding)	Cubic Yard	7,000,000	\$2.55	\$17,850,000.00	\$2.57	\$17,956,433.33
4	DMS Management and Reduction debris (incineration)	Cubic Yard	1,000,000	\$1.95	\$1,950,000.00	\$1.96	\$1,961,627.17
5	Load, transport and disposal of Reduced Debris to Final Disposal Site	Cubic Yard	2,500,000	\$4.14	\$10,350,000.00	\$4.16	\$10,411,713.44
6	C&D Debris to Fianl Disposal Site (excludes items paid for under pay item (B-2)	Cubic Yard	500,000	\$3.31	\$1,655,000.00	\$3.33	\$1,664,868.19
7	Removal, transportation, and disposal of structures from private property	Cubic Yard	750,000	\$14.86	\$11,145,000.00	\$14.95	\$11,211,453.75
8	Hazardous Leaning Tree Removal (6 to 11.99 inches in diameter)	Per Tree	250	\$55.00	\$13,750.00	\$55.33	\$13,831.99
9	Hazardous Leaning Tree Removal (12 to 23.99 inches in diameter)	Per Tree	400	\$110.00	\$44,000.00	\$110.66	\$44,262.36
10	Hazardous Leaning Tree Removal (24 to 35.99 inches in diameter)	Per Tree	300	\$170.00	\$51,000.00	\$171.01	\$51,304.10
11	Hazardous Leaning Tree Removal (36 to 47.99 inches in diameter)	Per Tree	100	\$260.00	\$26,000.00	\$261.55	\$26,155.03
12	Hazardous Leaning Tree Removal (48 inches and greater in diameter)	Per Tree	100	\$360.00	\$36,000.00	\$362.15	\$36,214.66
13	Removal of Hazardous Hanging Limbs (Greater than 2 inches in diameter)	Per Tree	10,000	\$65.00	\$650,000.00	\$65.39	\$653,875.72
14	Hazardous Stump Removal (greater than 24 to 35.99 inches in diameter)	Per Stump	75	\$250.00	\$18,750.00	\$251.49	\$18,861.80
15	Hazardous Stump Removal (36 to 47.99 inches in diameter)	Per Stump	50	\$350.00	\$17,500.00	\$352.09	\$17,604.35
16	Hazardous Stump Removal (48 inches and greater in diameter)	Per Stump	25	\$450.00	\$11,250.00	\$452.68	\$11,317.08
17	Abandoned Vehicle Removal	Per Unit	100	\$325.00	\$32,500.00	\$326.94	\$32,693.79
18	Animal Carcass Removal, Transportation, and Disposal	Per Pound	750	\$4.95	\$3,712.50	\$4.98	\$3,734.64
19	ROW White Goods Debris Removal	Per Unit	200	\$35.00	\$7,000.00	\$35.21	\$7,041.74
20	Refrigerant Removal and Disposal	Per Unit	200	\$35.00	\$7,000.00	\$35.21	\$7,041.74
21	Asbestos Removal and Disposal	Per Pound	5000	\$12.95	\$64,750.00	\$13.03	\$65,136.08
22	Soil Sampling and Analysis	Per Boring	50	\$250.00	\$12,500.00	\$251.49	\$12,574.53
<b>Subtotal of Section B</b>					<b>\$115,745,712.50</b>		<b>\$116,435,863.86</b>
<b>*Grand Total (Sections A-B)</b>					<b>\$115,753,317.50</b>		<b>\$116,443,514.26</b>



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

December 8, 2015

Commissioners Court  
 Harris County, Texas

**RE: Job No. 15/0260**

Members of Commissioners Court:

Please approve the following award on the basis of low bid:

**Vote of the Court:**

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Description:** Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County

**Bids Received:** Six (6) on November 23, 2015 (see attached)

**Vendors:** TFR Enterprises, Inc. (Primary)  
 DRC Emergency Services, LLC (Secondary)

**Term:** January 1, 2016 through December 31, 2016 with four (4) one-year renewal options

**Amount:** \$97,904,598

**Evaluated by:**   X   Office of County Engineer   X   Harris County Purchasing

After evaluating bids, it was determined that it is in the best interest of Harris County to award to a primary and secondary vendor to ensure complete coverage for these services. The secondary vendor will be utilized when the primary vendor is unavailable or unable to fulfill the services required. These services will only be utilized during an emergency situation; therefore, funds will not be encumbered or applicable bond(s) requested until the services are needed and the County activates the contract. Purchase orders will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
 Purchasing Agent

Presented to Commissioners' Court

DEC 15 2015

APPROVE   C/L    
 Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

PM POM/wsc  
 Attachment  
 cc: Office of County Engineer  
 Vendors

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA DECEMBER 15, 2015**



Job No. 15/0260, Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Slugging Reduction Sites for Harris County

Item No.	Description	Specification Item	Unit of Measure	Estimated Quantity	TFR Enterprises, Inc. <sup>1</sup>		Crowder-Gulf, LLC		Ceres Environmental Services, Inc.		Phillips and Jordan, Incorporated		Tag Grading Services Inc. <sup>2</sup>	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A	Emergency Road Clearance (Equipment and Labor Rates for initial road clearance)													
1	Air Curtin Pit Dumper w/ operator	B-1	Hour	1	\$165.00	\$165.00	\$40.00	\$40.00	\$127.40	\$127.40	\$75.00	\$75.00	\$135.00	\$135.00
2	Air Curtin refractory binocular w/ operator	B-1	Hour	1	\$200.00	\$200.00	\$70.00	\$70.00	\$162.50	\$162.50	\$125.00	\$125.00	\$135.00	\$135.00
3	Bobcat loader w/ operator	B-1	Hour	1	\$265.00	\$265.00	\$65.00	\$65.00	\$92.00	\$92.00	\$85.00	\$85.00	\$85.00	\$85.00
4	Backhoe Truck w/ operator	B-1	Hour	1	\$140.00	\$140.00	\$115.00	\$115.00	\$242.00	\$242.00	\$125.00	\$125.00	\$135.00	\$135.00
5	Chipper/mulcher (8' throat) w/ operator	B-1	Hour	1	\$315.00	\$315.00	\$125.00	\$125.00	\$142.00	\$142.00	\$55.00	\$55.00	\$55.00	\$55.00
6	Chipper/mulcher (12' throat)	B-1	Hour	1	\$80.00	\$80.00	\$175.00	\$175.00	\$165.00	\$165.00	\$95.00	\$95.00	\$75.00	\$75.00
7	Crane - 30 Ton	B-1	Hour	1	\$90.00	\$90.00	\$250.00	\$250.00	\$314.60	\$314.60	\$360.00	\$360.00	\$175.00	\$175.00
8	Crane - 50 Ton	B-1	Hour	1	\$290.00	\$290.00	\$350.00	\$350.00	\$425.00	\$425.00	\$500.00	\$500.00	\$250.00	\$250.00
9	Crane - 100 Ton	B-1	Hour	1	\$100.00	\$100.00	\$650.00	\$650.00	\$650.00	\$650.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00
10	Crash truck w/ Impact Attenuator w/ operator	B-1	Hour	1	\$560.00	\$560.00	\$45.00	\$45.00	\$78.00	\$78.00	\$95.00	\$95.00	\$375.00	\$375.00
11	Dozer, tracked, D5 or similar w/ operator	B-1	Hour	1	\$110.00	\$110.00	\$100.00	\$100.00	\$120.90	\$120.90	\$125.00	\$125.00	\$175.00	\$175.00
12	Dozer, tracked, D6 or similar w/ operator	B-1	Hour	1	\$110.00	\$110.00	\$120.00	\$120.00	\$155.00	\$155.00	\$140.00	\$140.00	\$190.00	\$190.00
13	Dozer, tracked, D7 or similar w/ operator	B-1	Hour	1	\$170.00	\$170.00	\$350.00	\$350.00	\$172.00	\$172.00	\$175.00	\$175.00	\$200.00	\$200.00
14	Dozer, tracked, D8 or similar w/ operator	B-1	Hour	1	\$190.00	\$190.00	\$400.00	\$400.00	\$188.00	\$188.00	\$225.00	\$225.00	\$210.00	\$210.00
15	Dump Truck 18-20 CY w/ operator	B-1	Hour	1	\$245.00	\$245.00	\$100.00	\$100.00	\$63.00	\$63.00	\$95.00	\$95.00	\$65.00	\$65.00
16	Dump Truck 21-30 CY w/ operator	B-1	Hour	1	\$125.00	\$125.00	\$110.00	\$110.00	\$72.00	\$72.00	\$105.00	\$105.00	\$75.00	\$75.00
17	Generator and lighting w/ operator	B-1	Hour	1	\$155.00	\$155.00	\$25.00	\$25.00	\$36.00	\$36.00	\$55.00	\$55.00	\$55.00	\$55.00
18	Grader w/ 12' blade w/ operator	B-1	Hour	1	\$60.00	\$60.00	\$200.00	\$200.00	\$44.20	\$44.20	\$171.60	\$171.60	\$520.00	\$520.00
19	Hydraulic Excavator, 1.5 CY w/ operator	B-1	Hour	1	\$135.00	\$135.00	\$145.00	\$145.00	\$98.00	\$98.00	\$186.00	\$186.00	\$115.00	\$115.00
20	Hydraulic Excavator, 2.5 CY w/ operator	B-1	Hour	1	\$155.00	\$155.00	\$145.00	\$145.00	\$90.00	\$90.00	\$120.00	\$120.00	\$125.00	\$125.00
21	Kneelboom Loader w/ operator	B-1	Hour	1	\$165.00	\$165.00	\$165.00	\$165.00	\$80.00	\$80.00	\$175.00	\$175.00	\$120.00	\$120.00
22	Lowboy trailer w/ tractor w/ operator	B-1	Hour	1	\$315.00	\$315.00	\$115.00	\$115.00	\$90.00	\$90.00	\$150.00	\$150.00	\$110.00	\$110.00
23	Log Skidder w/ operator	B-1	Hour	1	\$100.00	\$100.00	\$175.00	\$175.00	\$103.00	\$103.00	\$175.00	\$175.00	\$135.00	\$135.00
24	Mobile crane (adequate for limping limb/hauling trees) w/ operator	B-1	Hour	1	\$400.00	\$400.00	\$45.00	\$45.00	\$68.90	\$68.90	\$55.00	\$55.00	\$55.00	\$55.00
25	Pickup truck, 5 ton w/ operator	B-1	Hour	1	\$60.00	\$60.00	\$115.00	\$115.00	\$78.00	\$78.00	\$85.00	\$85.00	\$45.00	\$45.00
26	Soil Compactor, 81" x 11" w/ operator	B-1	Hour	1	\$60.00	\$60.00	\$85.00	\$85.00	\$63.00	\$63.00	\$85.00	\$85.00	\$65.00	\$65.00
27	Soil Compactor, 80HP w/ operator	B-1	Hour	1	\$80.00	\$80.00	\$65.00	\$65.00	\$40.00	\$40.00	\$85.00	\$85.00	\$75.00	\$75.00
28	Soil Compactor, Toward Unit w/ operator	B-1	Hour	1	\$120.00	\$120.00	\$100.00	\$100.00	\$60.00	\$60.00	\$100.00	\$100.00	\$45.00	\$45.00
29	Stump Grinder 30" diameter or less w/ operator	B-1	Hour	1	\$80.00	\$80.00	\$125.00	\$125.00	\$115.70	\$115.70	\$140.00	\$140.00	\$55.00	\$55.00
30	Stump Grinder 30" diameter or greater w/ operator	B-1	Hour	1	\$400.00	\$400.00	\$89.00	\$89.00	\$62.40	\$62.40	\$95.00	\$95.00	\$65.00	\$65.00
31	Traffic Control, temporary Single Lane Closure w/ operator	B-1	Hour	1	\$700.00	\$700.00	\$62.00	\$62.00	\$68.00	\$68.00	\$95.00	\$95.00	\$75.00	\$75.00
32	Traffic Control, Temporary Road Closure w/ operator	B-1	Hour	1	\$80.00	\$80.00	\$65.00	\$65.00	\$46.00	\$46.00	\$85.00	\$85.00	\$65.00	\$65.00
33	Truck Flashed w/ operator	B-1	Hour	1	\$90.00	\$90.00	\$350.00	\$350.00	\$420.00	\$420.00	\$600.00	\$600.00	\$550.00	\$550.00
34	Tub Grinder, 800 to 1000HP w/ operator	B-1	Hour	1	\$600.00	\$600.00	\$275.00	\$275.00	\$150.00	\$150.00	\$95.00	\$95.00	\$290.00	\$290.00
35	Waste Collection Rear Loader Truck w/ operator	B-1	Hour	1	\$115.00	\$115.00	\$85.00	\$85.00	\$64.00	\$64.00	\$90.00	\$90.00	\$65.00	\$65.00
36	Water Truck w/ operator	B-1	Hour	1	\$90.00	\$90.00	\$160.00	\$160.00	\$142.00	\$142.00	\$125.00	\$125.00	\$65.00	\$65.00
37	Wheel Loader, 2.5 CY, 980 or similar w/ operator	B-1	Hour	1	\$180.00	\$180.00	\$180.00	\$180.00	\$175.00	\$175.00	\$150.00	\$150.00	\$85.00	\$85.00
38	Wheel Loader, 3.5-4.0 CY, 966 or similar w/ operator	B-1	Hour	1	\$225.00	\$225.00	\$190.00	\$190.00	\$192.40	\$192.40	\$175.00	\$175.00	\$85.00	\$85.00
39	Wheel Loader, 4.5 CY, 980 or similar w/ operator	B-1	Hour	1	\$245.00	\$245.00	\$190.00	\$190.00	\$192.40	\$192.40	\$175.00	\$175.00	\$85.00	\$85.00
40	Wheel Loader-Backhoe, 1.0-1.5 CY w/ operator	B-1	Hour	1	\$130.00	\$130.00	\$90.00	\$90.00	\$138.00	\$138.00	\$105.00	\$105.00	\$65.00	\$65.00
41	Operations Manager	B-1	Hour	1	\$90.00	\$90.00	\$60.00	\$60.00	\$81.00	\$81.00	\$96.00	\$96.00	\$75.00	\$75.00
42	Superintendent with truck, phone & radio	B-1	Hour	1	\$75.00	\$75.00	\$65.00	\$65.00	\$72.00	\$72.00	\$85.00	\$85.00	\$65.00	\$65.00
43	Foreman with truck, phone & radio	B-1	Hour	1	\$75.00	\$75.00	\$65.00	\$65.00	\$72.00	\$72.00	\$85.00	\$85.00	\$65.00	\$65.00
44	Safety/Quality Control Inspector w/ vehicle, phone & radio	B-1	Hour	1	\$45.00	\$45.00	\$65.00	\$65.00	\$67.00	\$67.00	\$78.00	\$78.00	\$65.00	\$65.00
45	Inspector with vehicle, phone & radio	B-1	Hour	1	\$60.00	\$60.00	\$90.00	\$90.00	\$67.00	\$67.00	\$78.00	\$78.00	\$55.00	\$55.00
46	Clunker with Gear	B-1	Hour	1	\$110.00	\$110.00	\$45.00	\$45.00	\$63.70	\$63.70	\$48.00	\$48.00	\$135.00	\$135.00
47	Saw Hand with Chainsaw	B-1	Hour	1	\$46.00	\$46.00	\$37.00	\$37.00	\$38.50	\$38.50	\$42.00	\$42.00	\$35.00	\$35.00
48	Laborers & Flagmen	B-1	Hour	1	\$42.00	\$42.00	\$37.00	\$37.00	\$49.40	\$49.40	\$42.00	\$42.00	\$30.00	\$30.00
49	Truck/keeper	B-1	Hour	1	\$50.00	\$50.00	\$85.00	\$85.00	\$91.00	\$91.00	\$115.00	\$115.00	\$65.00	\$65.00
50	HazMat Professional	B-1	Hour	1	\$70.00	\$70.00	\$130.00	\$130.00	\$110.00	\$110.00	\$250.00	\$250.00	\$275.00	\$275.00
51	Household HazMat Inspection and Removal Crew	B-1	Hour	1	\$8,948.00	\$8,948.00	\$1,465.00	\$1,465.00	\$2,982.50	\$2,982.50	\$7,812.00	\$7,812.00	\$6,965.00	\$6,965.00



Item No.	Description	Specification Item	Unit of Measure	Estimated Quantity	TFR Enterprises, Inc. <sup>1</sup>	DRC Emergency Services, LLC <sup>1</sup>	CrowderGolf, LLC	Ceres Environmental Services, Inc.	Phillips and Jordan, Incorporated	Tag Grinding Services Inc. <sup>1</sup>
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B	Debris Clearing, Removal and Disposal									
1	ROW vegetative debris removal (Collection and hauling)	B-2	Cubic Yd.	8,000,000	\$5.81	\$46,480,000.00	\$5.98	\$47,840,000.00	\$7.70	\$61,600,000.00
2	ROW C&D Debris Removal (Collection, Hauling and Final Disposal)	B-3	Cubic Yd.	2,000,000	\$7.98	\$15,960,000.00	\$11.98	\$23,960,000.00	\$14.67	\$29,340,000.00
3	DMS Management and Reduction debris (grinding)	B-5, B-7	Cubic Yd.	7,000,000	\$1.95	\$13,650,000.00	\$2.55	\$17,850,000.00	\$4.22	\$29,540,000.00
4	DMS Management and Reduction debris (incineration)	B-5, B-8	Cubic Yd.	1,000,000	\$0.50	\$500,000.00	\$1.95	\$1,950,000.00	\$1.75	\$1,750,000.00
5	Land, transport and disposal of Reduced Debris to Final Disposal Site	B-9	Cubic Yd.	2,500,000	\$3.69	\$8,725,000.00	\$4.14	\$10,350,000.00	\$4.14	\$10,350,000.00
6	C&D Debris to Final Disposal Site (excludes items paid for under pay item (B-2))	B-5, B-10	Cubic Yd.	500,000	\$9.80	\$4,900,000.00	\$3.31	\$1,655,000.00	\$10.90	\$5,450,000.00
7	Removal, transportation, and disposal of structures from private property	B-4	Cubic Yd.	750,000	\$7.75	\$5,812,500.00	\$14.86	\$11,145,000.00	\$18.50	\$13,875,000.00
8	Hazardous Leaking Tree Removal (6 to 11.99 inches in diameter)	B-11	Per Tree	250	\$215.00	\$53,750.00	\$55.00	\$13,750.00	\$150.00	\$37,500.00
9	Hazardous Leaking Tree Removal (12 to 23.99 inches in diameter)	B-11	Per Tree	400	\$265.00	\$106,000.00	\$110.00	\$44,000.00	\$305.00	\$122,000.00
10	Hazardous Leaking Tree Removal (24 to 35.99 inches in diameter)	B-11	Per Tree	300	\$490.00	\$147,000.00	\$170.00	\$51,000.00	\$350.00	\$105,000.00
11	Hazardous Leaking Tree Removal (36 to 47.99 inches in diameter)	B-11	Per Tree	100	\$970.00	\$97,000.00	\$260.00	\$26,000.00	\$475.00	\$47,500.00
12	Hazardous Leaking Tree Removal (48 inches and greater in diameter)	B-11	Per Tree	100	\$1,100.00	\$110,000.00	\$360.00	\$36,000.00	\$500.00	\$50,000.00
13	Removal of Hazardous Hanging Limbs (Greater than 2 inches in diameter)	B-11	Per Tree	10,000	\$110.00	\$1,100,000.00	\$65.00	\$650,000.00	\$96.00	\$960,000.00
14	Hazardous Stump Removal (greater than 24 to 35.99 inches in diameter)	B-12	Per Stump	75	\$500.00	\$37,500.00	\$250.00	\$18,750.00	\$498.00	\$37,350.00
15	Hazardous Stump Removal (36 to 47.99 inches in diameter)	B-12	Per Stump	50	\$600.00	\$30,000.00	\$350.00	\$17,500.00	\$750.00	\$37,500.00
16	Hazardous Stump Removal (48 inches and greater in diameter)	B-12	Per Stump	25	\$900.00	\$22,500.00	\$450.00	\$11,250.00	\$950.00	\$23,750.00
17	Abandoned Vehicle Removal	B-13	Per Unit	100	\$470.00	\$47,000.00	\$235.00	\$23,500.00	\$225.00	\$22,500.00
18	Animal Carcass Removal, Transportation, and Disposal	B-14	Per Pound	750	\$10.00	\$7,500.00	\$4.95	\$3,712.50	\$2.45	\$1,837.50
19	ROW White Goods Debris Removal	B-15	Per Unit	200	\$99.00	\$19,800.00	\$35.00	\$7,000.00	\$85.00	\$17,000.00
20	Refrigerant Removal and Disposal	B-16	Per Unit	200	\$60.00	\$12,000.00	\$35.00	\$7,000.00	\$55.00	\$11,000.00
21	Ashes Removal and Disposal	B-17	Per Pound	5,000	\$7.00	\$35,000.00	\$12.55	\$62,750.00	\$6.98	\$34,900.00
22	Soil Sampling and Analysis	B-6	Per Boring	50	\$900.00	\$45,000.00	\$250.00	\$12,500.00	\$300.00	\$15,000.00
Subtotal						\$97,295,750.00		\$115,745,712.50		\$149,126,375.00
Grand Total						\$97,295,750.00		\$115,745,712.50		\$149,126,375.00

<sup>1</sup> Award Recommendation Low Bid (Primary)<sup>2</sup> Award Recommendation (Secondary)<sup>3</sup> Did not attend mandatory pre-bid conference thus, could not receive any further consideration of award



Revised per Addendum No. 1  
**HARRIS COUNTY**  
**BID COVER SHEET**

**Job No.**  
**15/0260**

**BID FOR:** Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County (For one (1) year beginning approximately January 1, 2016)

**DUE DATE:** Monday, November 16, 2015 - November 23, 2015

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:** Paige McInnis at (713) 274-4427 or email: paige.mcinnis@pur.hctx.net

**Total Amount of Bid:** \$ \$115,753,317.50

**Company Name:** DRC Emergency Services, LLC

**Company Address:** 5851 San Felipe Street, Suite 425

**City, State, Zip Code:** Houston, TX 77057

**Taxpayer Identification Number (T.I.N.):** 631283729

**Telephone:** 281-201-0533 **Fax:** 832-831-2180 **e-mail:** Kfuentes@drcusa.com

Do you carry Health Insurance on your employees? ☒ Yes ☐ No If yes, what % of employees: 43 %

**Signature:** Kristy Fuentes **Print Name** Kristy Fuentes VP/Secretary

[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:** [Signature]  
 HARRIS COUNTY JUDGE ED EMMETT

**Date:** 12/30/15



November 16, 2015

Harris County, TX  
Harris County Purchasing Agent  
1001 Preston Avenue, Suite 670  
Houston, Texas 77002

Re: Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites  
RFP # 15/0260

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Harris County our proposal to provide Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. DRC has had the privilege of holding this contract with the Harris County for over ten years. Furthermore, we have extensive experience performing disaster response and debris removal in the State of Texas and the surrounding region. During this time, DRC has gained a vast amount of familiarity with needs of the County and the surrounding region. Working relationships and partnerships have been established and have grown over the past ten years, giving DRC the ability to respond immediately and efficiently to disaster events affecting the area.

Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: Mark Stafford, Chief Executive Officer; Kristy Fuentes, Vice President/Secretary-Treasurer; and Marc Watkins, Vice President of Estimating. Evidence of their authority is attached.

Tom Combs, Director of Governmental Affairs and Senior Regional Manager for Texas may also be contacted for any additional questions or concerns. He may be reached at 202- 905-7068 or 504-482-2848.

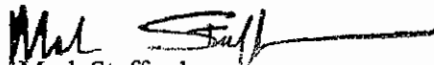
Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal as recognized by FEMA, and holds a 14-year record of 100% federal reimbursement for eligible work performed in the City of Houston.

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

DRC ES's company headquarters is located in Houston, Texas, with additional offices in Mobile, Alabama, and New Orleans, Louisiana. These locations provide us geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to Harris County should any location be compromised during a disaster.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your invitation to bid. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to continuing our work with Harris County in the future.

Sincerely,

  
Mark Stafford  
Chief Executive Officer

*"Thanks to you all for being EXTREMELY helpful and responsive!!!"*

– Brant Gary  
Director of Public Works, City of Bellaire, TX

### HIGHLIGHTS

- DRC was activated under its existing Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to grave" with an emphasis on recycling.
- DRC responded to the needs of the department of transportation by performing tree and debris removal with the Houston division as required by the department.
- DRC was activated by the City of Bellaire in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state.
- Following Ice Storm Pax in February 2014, DRC was contracted by the South Carolina Department of Transportation to cut, remove and transport vegetative debris in eight counties, including trimming over 225,000 trees and clearing over 12,000 miles of roadway. DRC managed and operated over fifteen debris management sites that reduced and recycled over 1.5 million cubic yards of debris.
- After Hurricane Isaac made landfall over Southeastern Louisiana in August 2012, DRC was activated by nine clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.
- In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record in the United States. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.
- Following Hurricane Ike and Gustav, DRC established industry benchmarks in Houston, Texas by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project.
- During the 2004 hurricane season, DRC and its subcontractors worked 37 simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four-and-a-half-month period





**ACTION IN LIEU OF  
A MEETING OF THE MANAGER OF  
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of October 9, 2014.

WHEREAS, Section 4.2 of the Company's Amended and Restated Operating Agreement dated January 11, 2013 (the "LLC Agreement") and the Act permit the manager of the Company to take the following actions;

WHEREAS, the undersigned constitutes the sole manager of the Company (the "Manager")

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>NAME</u>	<u>OFFICE/CAPACITY</u>
Mark Stafford	President/CEO
Kristy Fuentes	Vice President of Business Development and Secretary/Treasurer
Mark Watkins	Vice President of Estimating

2. The officers of the Company after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]**

Dated effective as of the date first written above.

MANAGER:

7CGP, LLC

  
By: Scott Gold, manager

  
By: Mark Stafford, manager

821-28-5752

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)





Office of the Secretary of State

CERTIFICATE OF AUTHORITY  
OF

DRC Emergency Services, LLC  
Filing Number: 800551038

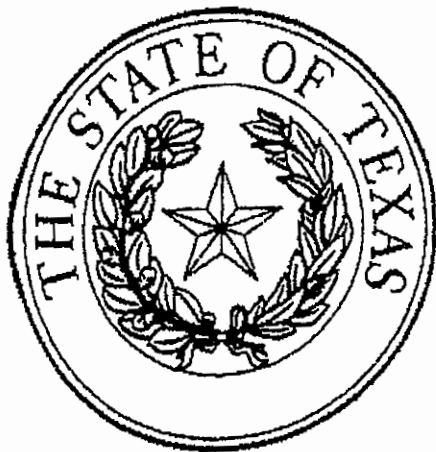
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

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A. Pricing/Delivery Information Form

B. Bid Price Sheets (Attachment N)

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A. Tax Form/Debt/Residence Certification (Attachment A)

B. Minimum Insurance Requirements (Attachment E)

C. TWCC Rule 110.110 Worker's Compensation Insurance Coverage (Attachment F)

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E. Questionnaire (Attachment J)

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2. Qualifications and Experience

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4. Bonding Capacity

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I. Bid Pricing Sheet (Attachment N)

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Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



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

November 12, 2015

TO: ALL VENDORS

RE: Job No. 15/0260

**EXTENDED**

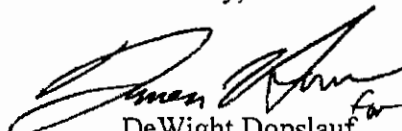
**DUE DATE:** November 23, 2015, no later than 2:00 p.m. local time, Houston, TX

All vendors are required to sign and return a copy of this addendum with each bid for Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging Reduction Sites for Harris County. This addendum must be received by the Purchasing Department no later than the above due date.

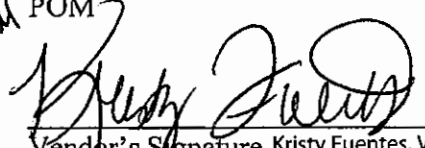
**ADDENDUM NO. 1**

1. The due date has been extended from Monday, November 16, 2015 to **Monday, November 23, 2015**, no later than 2:00 p.m. local time, Houston, TX (attached).
2. Revised Specifications sheets, pages 11 and 17 of 36 (attached).
3. Revised attachment n., Bid Pricing Sheet(s), available on Harris County BuySpeed Online at <https://bids.hctx.net/bsa/>.
4. Summary of Addendum No. 1 (attached).

Sincerely,

  
 DeWight Dopslauf  
 Purchasing Agent

PM POM

  
 Vendor's Signature Kristy Fuentes, VP/Secretary

For  
 DRC Emergency Services, LLC  
 Company Name

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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.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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. **Questionnaire**
- X   k. **Stump Conversion Table**
- X   l. **CPI-W Based Price Adjustment Calculations**
- X   m. **FHWA Form 1273**
- X   n. **Bid Pricing Sheet(s)**
- X   o. **Sample Performance/Payment Bond**

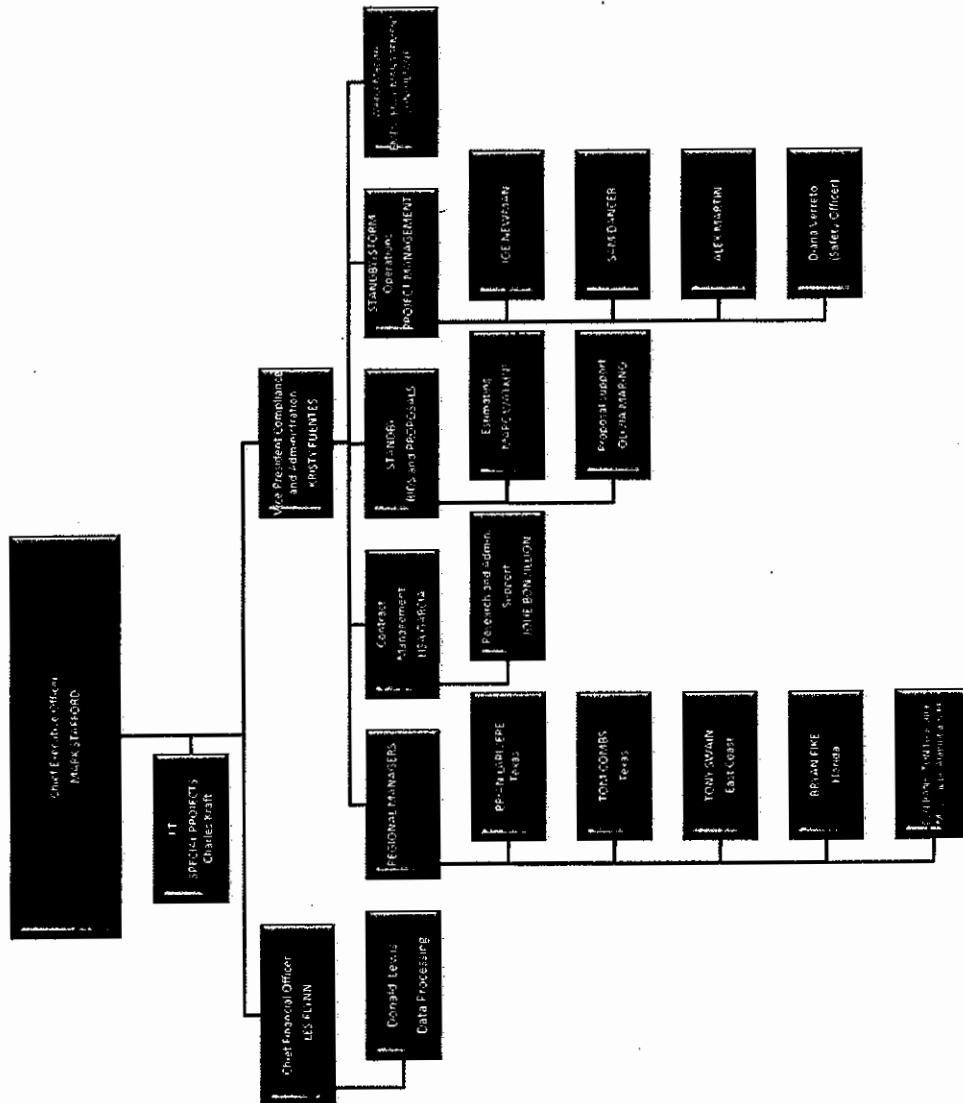
Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

# GENERAL REQUIREMENTS

DRC has read and will comply with the General Requirements put forth in this RFP, Job No. 15-0260.

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)







**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/](http://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 or other applicable governing body.

**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 Services (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.

#### **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

#### **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.

#### **CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

#### **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 a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, 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 exclusively 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](http://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.

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Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



## SPECIFICATIONS

### Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Harris County

#### SCOPE

Harris County is soliciting bids for emergency services for debris clearing, removal and disposal, and operation of temporary debris staging and reduction sites for Harris County for one (1) year beginning approximately January 1, 2016.

#### MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference is scheduled for **November 10, 2015 at 10:00 a.m. CST** in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas. **Attendance is mandatory and all interested vendors must attend to discuss the requirements of this bid, receive answers to questions and consideration for an award.** The pre-bid conference will not be rescheduled due to tardiness or any other issues that may arise; no exceptions. Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at 713-274-4400 at least two (2) days prior to the 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 Paige McInnis, Office of the Purchasing Agent, via email to [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net). The deadline for submission of questions relating to this bid is **November 11, 2015, 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 four (4) one-year renewal options, renewable one (1) year at a time, based on the same terms, conditions and with future pricing, for labor only, revised according to attachment l., CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Harris County Commissioners 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

1. Failure to return the required items may result in a "non-responsive" bid. Vendors must submit with their bid the following items:
  - a. Tax Form/Debt/Residence Certification as required in attachment a., Tax Form/Debt/Residence Certification Form,
  - b. Proof of insurance as required in attachment e., Minimum Insurance Requirements,
  - c. List of references as required in attachment h., References,
  - d. Complete and return attachment j., Contractor Questionnaire,
  - e. Complete and return the documents as detailed on the Pricing/Delivery Information sheet and as required on attachment n., Bid Pricing Sheet(s).
2. Once the bid is awarded, the successful vendor(s) must submit the following item(s) prior to commencement of work:
  - a. A performance and/or payment bond for the full amount of the contract is required from the successful vendor(s) prior to commencement of work. The vendor shall provide a payment bond for a contract that exceeds \$25,000, and a performance bond for a contract that exceeds \$100,000.

All bonding costs will be considered incidental to the contract and should be included in the rates bid on attachment n., Bid Pricing Sheet(s). Bond forms will be provided by Harris County as shown in attachment o., Sample Performance/Payment Bond.

### **SPECIAL REQUIREMENTS**

**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, delivery and any other cost incurred. No separate line item rates or charges will be accepted.

The County may award to more than one (1) vendor as "Primary" and "Secondary" vendor. The "Secondary vendor will be utilized due to time constraints, availability, etc.

Upon request from the County, the vendor shall provide a copy of the certified payroll and proof of payment to all subcontractors for the previous months invoice. The County may require proof of payment to subcontractors for previous month's invoices prior to payment of any additional invoices.

The County shall retain payment of ten (10%) percent of each invoice submitted until which time the vendor fulfills all obligations related to the project event and the release of the retained monies is approved by Harris County Commissioners Court signifying completion of the contracted tasks. Should all contracted tasks not be completed, the vendor shall forfeit the retained monies.

To ensure FEMA guidelines and requirements are met once this contract has been activated, the vendor should be a current selected participant of an emergency services program such as this region's council of governments, Houston-Galveston Area Council (HGAC) - Disaster Debris Clearance and Removal Services Program, or, be current selected participant within a similar program. If the vendor has been selected through a similar program but not by HGAC, the vendor should provide sufficient details of that program and its guidelines to allow the County to determine if the program in which the vendor has been selected is an equivalent. If vendor is not part of any such program then provide details of your company's FEMA certifications and company guidelines followed necessary to meet all the requirements of the bid and all FEMA requirements. Please refer to attachment j., Questionnaire.

### **NO CONFIDENTIALITY OF BIDS**

Once opened, bids are public records. **There are no exceptions.** When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Paige McInnis immediately at [paige.mcinnis@pur.hctx.net](mailto:paige.mcinnis@pur.hctx.net).

### **ALTERATION OF DOCUMENT**

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this document supersede all conflicting terms within any cooperative contracts associated with this purchase.

### **TOLL FEES**

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

### **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

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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.

**PURCHASE ORDERS**

Products and/or services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments. Once a purchase order is issued, the using department will contact vendor directly to place orders.

**QUALIFICATIONS**

Vendor must have the following minimum qualifications:

- Vendor must have completed one (1) project as the prime vendor in removal, transportation, reduction, and disposal of a minimum of ~~two (2)~~ one (1) million cubic yards of storm generated debris (single mobilization) within the last ~~ten (10)~~ eleven (11) years.
- Vendor must have completed three (3) projects as the prime vendor in removal, transportation, reduction, and disposal of a minimum of one (1) million cubic yards of storm generated debris. For the purposes of this requirement, a project is limited to the amount of debris generated by a defined storm/event for a single client.
- Vendor must have completed a minimum of one (1) project as the prime vendor with federally funded demolition, removal, reduction, and disposal of private structures (Commonly referred to as a Right of Entry Program).
- Vendor must have a minimum bonding capacity of twenty-five (25) million dollars.

**SPECIFICATION**

The vendor shall furnish all labor, equipment and material necessary to provide debris clearing, removal and disposal, and operation of temporary debris staging and reduction sites for Harris County. These services will only be utilized during emergency situations, therefore, funds will not be encumbered until the services are needed and the County activates the contract.

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance and policies, and/or as directed by the County. Work will include but not limited to 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Debris Management Sites (DMSs) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal disaster specific guidance or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the vendor by the County. It shall be the vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the vendor was issued a notice to proceed (NTP), unless otherwise directed by the County, in writing.

The vendor's responsibilities shall include, but is not limited to:

**Vegetative Debris consists of the following:**

- Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
- Remains of standing trees which are clearly damaged beyond salvage.



**Construction and Demolition (C&D) Debris consists of the following:**

- Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

**A. Description of Designated Area and Debris Management Sites**

1. All debris identified by the County shall be removed. The vendor shall make as many passes as necessary through the designated Right-of-Way ("ROW"), as identified by the County, removing debris along County maintained ROW, public property, county parks, and facilities. Partial removal of debris piles is strictly prohibited. The vendor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. At the discretion of the County, any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County, in writing.
2. Vendor shall only deliver debris to disposal sites or debris management sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.
3. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than (6") six inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid debris blowing out of the hauling vehicle during transport to the disposal site.
4. All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMSs, unless approved in advance by the County.
5. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than (6") six inches in any dimension shall be left on site. Hand crews and rakes will be required.

6. Vendor shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will coordinate directly with the County's Debris Management Officers. The project manager will be expected to have daily meetings with County representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, required coordination, and damage repairs. The vendor's project manager must be available (24) twenty-four hours per day, or as required by the County.
  - a. The vendor shall provide a Project Supervisor to each of the County's four Commissioner Precincts. The project supervisor will coordinate directly with the County's Debris Management Officers and Precinct staff for debris management.
7. Vendor shall conduct a detailed on-site debris assessment of the County debris to be removed, and consider the following: 1) amount and types of debris; 2) working conditions such as traffic, street/road width, and land use; 3) means of ingress and egress to work areas; and 4) all other factors affecting the removal and disposal work. The vendor shall provide a report outlining the debris assessment findings to the County.
8. The vendor shall be responsible for locating, acquiring, purchasing, leasing, maintaining, and management of any DMSs. The vendor is responsible for restoring any DMSs to its original condition, abiding by all State and Federal regulatory requirements, including environmental requirements. The County must approve and ensure proper certification of all DMSs prior to each site beginning to process debris.
  - a. Within forty-five (45) days of award of this contract, the vendor shall provide the County a list of proposed DMSs intended for use following a debris generating event. This list shall be maintained from year-to-year, through the duration of this contract and any subsequent extensions. The vendor must show proof of contact with the land owner of each proposed DMSs in form of written correspondence from the vendor and any reply from the land owner. The list of DMSs shall include at least one (1) DMS in each of Harris County Commissioners Precincts. Each DMS shall include at least five (5) acres of land for use as debris storage, and be located outside of the FEMA floodway as defined by the most recent FEMA Flood Insurance Rate Maps. The site shall be accessible by public road. When possible, the County shall assist the vendor in evaluating the site with respect to other environmental permitting requirements.
  - b. At its sole discretion, the County may provide DMSs to the vendor. The vendor remains responsible for maintaining and managing all debris operations at these sites. The vendor is responsible for restoring any DMSs to its original condition, abiding by all Local, State and Federal environmental regulatory requirements.
  - c. Once DMS locations are determined, the vendor shall provide an address, GPS coordinates, estimated acreage, site layout overview, site management plan, fire prevention and safety plan.
  - d. Based on the severity of the disaster, the County may task the vendor with locating additional sites available as DMSs.
  - e. The County does not warrant or guarantee the availability or use of any dump sites. The vendor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County. The vendor shall remain legally responsible for the handling, reduction, and final haul-out and final disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all Local, State, and Federal fire, safety and environmental standards. Vendor reduction, handling, disposal,

and remediation operations must be approved, in writing, by the County.

- f. Payment for disposal costs such as tipping fees incurred by the vendor at permitted disposal facilities, or other County approved sites that meet Local, State, and Federal Regulations for disposal, are considered incidental and shall be included in pricing as indicated in following sections. The vendor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of vendor payment to the disposal facility.
9. The vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.
10. The County reserves the right to inspect the DMSs, verify quantities, and review operations at any time.

## **B. Debris Clearing, Removal, Disposal and Operations**

1. **Emergency Road Clearance (PUSH)** – Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from County roadways and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the County shall be clear and passable within seventy (70) working hours of the issuance of a notice to proceed from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County. Vendors shall provide equipment and labor rates on attachment n., Bid Pricing Sheet(s), Item A. 1-51; all other costs associated with this task shall be considered incidental to items listed in Section A.
2. **ROW Vegetative Debris Removal**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County ROW to a County approved DMS or other designated disposal facility.
  - b. Vegetative debris existing in the County ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, County parks, alleys, County debris staging areas, and other areas as designated by the County.
  - c. Removal of vegetative debris existing in the County will be performed as identified by the County.
  - d. This includes the removal, collection, hauling, and disposal of all stumps less than twenty-four (24) inches in diameter and any stump not originating in the ROW.
  - e. Entry onto private property (to include private roads and/or gated communities) for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry ("ROE") legal and operational procedures.
3. **ROW C&D Debris Removal**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs, including landfill tipping fees, to pick up and transport C&D debris existing in the County ROW to a County approved landfill or other final disposal facility.
  - b. C&D debris existing in the County ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, property, County parks and as directed by the County.



- c. Removal of C&D debris existing in the County ROW will be performed as identified by the County.
  - d. It is intended that the vendor shall collect and transport the majority of C&D debris directly to an approved landfill.
4. **Demolition, Removal, and Transport of Structures**
- a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the County. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved DMSs or other designated disposal facility.
  - b. Removal, transportation and disposal of demolished structures and scattered C&D debris on private property, will be performed as identified by the County.
  - c. Entry onto private property will only be permitted when directed by the County. The County will provide specific right of entry (ROE) legal and operational procedures.
  - d. The vendor is required to strictly adhere to all Local, State, and Federal regulatory requirements for the demolition of structures.
  - e. The vendor is required to submit a ROE program plan to the County for approval prior to beginning demolition on private property.
5. **DMS Management and Operations**
- a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMSs for the acceptance, management, segregation, and staging of disaster related debris. DMSs layout and ingress and egress plan must be approved by the County.
  - b. The management of DMSs includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
  - c. Debris at the DMSs will be clearly segregated and managed according to the separately priced collection operations outlined in these specifications and attachments.
  - d. Vendor is responsible for providing on-site DMS traffic control and, dust control.
  - e. Vendor shall provide a tower from which the County or its authorized representative can make volumetric load calls. The tower provided by the contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this contract.
  - f. Vendor is responsible for operating the DMSs in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
  - g. The vendor shall submit a Fire Suppression Plan for each DMS for review and approval by the County or its designated agent. Changes to the Fire Suppression Plan must be submitted in writing for approval by the County or its designated agent. The vendor shall include the procedures for monitoring temperatures in stockpiled mulch and mitigating actions for potential fire hazards in the Fire Suppression Plan.
  - h. Upon completion of haul-out activities, vendor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal regulatory requirements, including environmental requirement, and obtain a written release from the County or its authorized representative.
  - i. The vendor is responsible for providing all required temporary utilities required for debris removal operation at each DMS.
  - j. The vendor is responsible for providing twenty-four (24) hour per day, seven (7) days per week site security and fire watch for any DMSs under the vendors control.

6. **Soil Sampling and Analysis** - Should the County authorize the vendor to do so, the vendor must collect and analyze soil samples at each DMS in areas designated for ash storage, vehicle maintenance, fuel dispensing operations, and any areas where hazardous substances are or might be generated, stored or used. Samples must be collected and analyzed prior to any operation at the site. Samples must be collected and analyzed within thirty (30) days after all operations at the site have ceased and all material and equipment have been removed from the site. Both sets of samples shall be taken from the same locations. The vendor shall utilize an independent laboratory to test samples and provide a copy of the results to the County. Analysis must include Total Petroleum Hydrocarbons (TPH), Resource Conservation and Recovery Act (RCRA) metals and volatile organic compounds (VOCs). Samples shall be taken and analyzed utilizing Toxicity Characteristic Leaching Procedure (TCLP) methods. Soil sampling activities shall be bid separately from other DMS activities. Mobilization costs associated with obtaining soil borings shall be considered incidental to the cost of the boring.
7. **Reduction of Debris (Grinding)**
  - a. Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the County. Grinding must be approved by the County prior to commencement of reduction activities.
  - b. All un-reduced storm debris must be staged separately at the DMS.
  - c. The vendor must obtain approval to reduce C&D debris from County. If approved for reduction by County, C&D debris must be reduced via grinding in order for the County to compensate the vendor for reduction.
8. **Reduction of Debris (Incineration)** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the County. The vendor agrees that it shall not seek Texas Commission on Environmental Quality (TCEQ) approval for incineration activities without County approval. Once County approval is received, the contractor shall be solely responsible for obtaining TCEQ approval themselves. Incineration must be approved by the County prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the DMSs.
9. **Load, Transport and Disposal of Reduced Debris** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to load and transport reduced material existing at a County approved DMSs to a final disposal facility. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris. In the situation where a DMS is established at the same location as a final disposal facility, the vendor shall not charge the County a haul-out fee as described in this section and associated referenced bid sheets. The final disposal of all materials generated from the debris shall be in accordance with all Local, State, and Federal regulations.
10. **Loading, Transport and Disposal of C&D Debris** - Vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to load and transport C&D material existing at a County approved DMS to a landfill or final disposal facility. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris. The final disposal of the all materials generated from the debris shall be in accordance with all Local, State, and Federal regulations.
11. **Removal of Hazardous Leaning Trees and Hanging Limbs** - In areas identified and



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approved by the County, vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree or chest height and hanging limbs two (2) inches or greater in diameter existing in the County ROW. Further, debris generated from the removal of hazardous trees and hanging limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with item B-2 described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than twelve (12) inches in diameter, measured three (3) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with item B-2. The County will not compensate the contractor for leaning trees less than ~~twelve (12)~~ six (6) inches in diameter on a unit rate basis. Photographs must be taken before and after removal of hazardous leaning trees and hanging limbs and provided to the County.

Removal and transportation of hazardous tree twelve (12) inches or greater in diameter and hanging limbs two (2) inches or greater in diameter existing in the County ROW and private property will be performed as identified by the County. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the contractor, in writing, by the County. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

The removal of hazardous trees is inclusive of the removal of root balls when the root ball poses a threat and the tree is leaning more than thirty (30) degrees with 50% of the root ball exposed.

If FEMA rules were to change, the above requirements may be modified in a manner mutually agreeable to the vendor through a Change in Contract (CIC) form as provided by the County to match current FEMA requirements.

12. **Removal of Hazardous Stumps** – In areas identified and approved by the County, vendor shall provide all labor, equipment, fuel, and miscellaneous costs necessary to remove, transport, and dispose of all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing in the County ROW. As directed by the County, the vendor shall provide fill for all root cavities. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and removed in accordance with item B-2. The County will not compensate hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. Photographs must be taken before and after removal of hazardous stumps and provided to the County.

All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the vendor, in writing, by the County. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over fifty (50) percent of root ball is damaged or broken and heartwood is exposed. Tree stumps that are not attached to the ground will be considered normal vegetative debris and

subject to removal under the terms and conditions of item B-2. The County or its representative will measure and certify all stumps before removal.

If FEMA rules were to change, the above requirements may be modified in a manner mutually agreeable to the vendor through a Change in Contract (CIC) form as provided by the County to match current FEMA requirements.

13. **Abandoned Vehicle Removal** - Vendor shall be required to remove and haul abandoned vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation, and disposal of abandoned vehicle removal includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
14. **Animal Carcass Removal and Disposal** - Vendor shall be required to remove and dispose of animal carcasses in areas identified and approved by the County. The removal, transportation, and disposal of animal carcass includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
15. **ROW White Goods Debris Removal** - Vendor shall provide all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation, and disposal of white goods. The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies. Preference shall be given to the recycling of white goods with respect to disposal options. Should the vendor prefer landfill disposal of white goods over recycling, the County must approve such plan prior and the plan should state why the recycling of white goods is not feasible.
16. **Refrigerant Removal** - Vendor shall be required to remove and dispose of refrigerants from items containing refrigerants as approved by the County. Refrigerants will be removed and disposed of by a certified technician before the unit is recycled or disposed. The removal and disposal of refrigerants includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
17. **Asbestos Removal** - Vendor shall provide all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation, and disposal of asbestos. The removal, transportation, and disposal of asbestos includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Local, State, and Federal regulatory agencies.
18. **Use of Local Resources** - As per the Robert T. Stafford Act and FEMA regulations, the vendor will encourage the utilization of resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing labor.
19. **Mobilization** - Upon receiving a notice to proceed by the County, the vendor shall provide project management planning staff within twenty-four (24) hours for debris management coordination and mobilization. Mobilization shall be considered incidental to the contract. The vendor shall:



- a. Establish debris clearance teams within all four (4) Commissioners Precincts within twenty-four (24) hours of NTP.
  - b. Establish debris removal operations (removal, transportation, and temporary storage) within all four (4) Commissioners Precincts within forty-eight (48) hours of NTP.
  - c. Establish debris removal operations (reduction and disposal) within one hundred and twenty (120) hours of NTP.
- 20. **Annual Coordination/Training** – The vendor, at no additional cost to the County, shall attend at least one (1) annual debris management coordination workshop located within Harris County, Texas. The workshop shall be for the duration of not less than eight (8) hours.
- 21. **Health and Safety Plan** – At no cost to the County, within thirty (30) days of award of this term contract, the successful vendor (primary and secondary) shall submit a health and safety plan to the County for review/approval. The Health and Safety plan shall identify the vendor's safety officer roles and responsibilities. The Health and Safety plan shall address the vendor's safety plan by phase of debris management operations (mobilization, debris clearance, debris removal, demobilization). The Health and Safety Plan shall address 1) available health and safety training, 2) reporting/resolution procedures for identified health and safety issues, 3) equipment safety procedures, 4) adherence to all local, state, and federal safety requirements, 5) adherence of Health and Safety plan by all subcontractors and 6) any additional information required for safe operation of the contractor during the term of this contract. The vendor shall not commence any debris removal operations without a Health and Safety plan approved by the County. Any changes to the Health and Safety plan must be submitted to the County in writing for review and approval.
- 22. **Quality Control/Quality Assurance Program** - At no cost to the County, within thirty (30) days of award of this term contract, the successful vendor (primary and secondary) shall submit a Quality Control/Quality Assurance (QA/QC) plan for review and approval by the County. The plan shall address the vendor's QA/QC plan by phase of debris management operations (mobilization, debris clearance, debris removal, demobilization). The vendor shall describe procedures to 1) minimize vehicle/personnel scheduling conflicts between vendor and debris monitoring staff, 2) minimize record keeping errors, and 3) train subcontractors on proper debris management operations. The vendor shall not commence any debris removal operations without a QA/QC plan approved by the County. Any changes to the QA/QC plan must be submitted to the County in writing for review and approval.
- 23. **Daily Coordination Meetings** – The vendor shall provide debris management staff to attend daily project coordination meetings as required by the County following the NTP, and cost shall be incidental to the items listed in Section B.
- 24. **Working Hours** - Monday through Sunday, the contract hours shall only be during daylight hours or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County.
- 25. **Debris Site Tower Specifications**
  - a. The vendor shall provide a minimum of one tower at each dumpsite for the use of County representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its representative are unable to verify the entering and exiting trucks, then the vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10)

feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. Tower design(s) shall be prepared and sealed by a Professional Engineer. The expense incurred by the vendor for the construction of towers is an overhead expense contemplated as part of the vendor compensation under the terms and conditions of section B.

- b. The vendor shall provide a minimum of one (1) portable toilet at each dumpsite for the use of County representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the vendor throughout the duration of dumping operations. The expense incurred by the vendor for the operation of portable toilets is an overhead expense contemplated as part of the vendor's compensation under the terms and conditions of section B.
  - c. Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the County due to unsuitable conditions at the tower.
  - d. The cost of providing debris towers shall be considered incidental to items in Section B.
26. **Equipment**
- a. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The vendor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the contractor mix debris hauled for others with debris hauled under this contract.
  - b. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (above 100 cubic yard), permitted loads, and non-rubber tired equipment must be approved for use on the road by the County.
  - c. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County, following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction. All trip tickets associated with hand loaded vehicles will require the words "hand loaded" to be written on the front of the trip ticket.
  - d. The cost of providing necessary equipment shall be considered incidental to items in Section B.
27. **Traffic Control**
- a. The vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all vendor work areas.
  - b. Vendor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
  - c. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
  - d. The vendor is responsible for the development and maintenance of adequate ingress and egress routes at all DMSs.
  - e. The expenses incurred by the vendor outlined in this section are incidental to the items listed in Section B.



28. **Damage to Public or Private Property**

- a. Vendor is responsible for all damage, injury, or loss to any property caused by the vendor.
- b. Vendor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.
- c. Vendor failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding funding in an amount sufficient to make necessary repairs.

29. **Existing Utilities** - Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Vendors shall pay all such costs to the utility company for any adjustments. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the vendor.

30. **Environmental Protection** - The vendor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection. All DMSs shall have necessary storm water quality controls in place and take measures to protect and preserve any onsite wetlands. The expenses incurred by the vendor outlined in this section are incidental to the items listed in Section B.

31. **Documentation and Measurement**

- a. Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.
- b. Vendor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- c. "Load tickets" (either physical tickets or virtual electronic tickets) will be provided by the County or its representative for recording volumes of debris removal.
  1. The County intends to electronically document data related to debris pickup and haul, reduction and final disposition. The County or its representative will deploy personnel at debris loading locations as necessary to electronically initiate a paperless "load ticket" via handheld units (HHUs). Additional personnel and HHUs may be deployed at temporary debris storage and reduction sites and final disposition locations to verify truck/trailer certification information, select the applicable debris type and quantify the debris. County personnel or its representative will provide printed receipts of the electronic tickets for all applicable parties.
  2. At its sole discretion, the County may determine that it is in its best interest to resort to a legacy paper ticketing methodology. Multi-part Load Tickets will be issued by the County or its representative at the loading site. Vendor drivers will present the tickets to the County's personnel or representative at the tower of the DMS site and/or final disposition location. County personnel or its representative will verify the truck/trailer certification information, identify and document the debris type, quantify the debris, sign the ticket and appropriate copies to all applicable parties.
  3. The vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

32. **Federal Highway Administration (FHWA) Emergency Relief Program** - The vendor shall adhere to the terms and conditions as prescribed in the Federal Highway Administration's Emergency Relief Program's FHWA Form 1273 (attachment n., FHWA Form 1273) when conducting work on County ROW that receives federal aid.

For debris removal activities in federally funded roadways, the vendor shall adhere to provisions called out in the "Emergency Relief Manual (Federal-Aid Highways)" dated November, 2009 and published by the Office of Infrastructure, Office of Program Administration, Federal Highway Administration, or any superseding manual subsequently published by the Federal Highway Administration. Special attention should be paid to the contracting requirements called out beginning on Page 59, Chapter V.M.4, entitled "Contract Requirements"

**PRICING/DELIVERY INFORMATION****PRICING**

Vendor must provide the unit price as detailed in attachment n., Bid Pricing Sheet(s). Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award as best serves the County. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.**

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. For details on the Specification Item numbers under the 3<sup>rd</sup> column of the Bid Pricing Sheet(s), please refer to the Specification section pages 11-21 of 37 of this bid.

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

**RENEWAL OPTIONS**

Harris County may consider four (4) one-year renewal option, renewable one (1) year at a time, based on the same terms and conditions with future pricing, for labor only, revised according to attachment n., CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Harris County Commissioners 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.

Item No.	Description	Specification Item	Unit Measure	Estimated Quantity	Unit Price	Total Price
<b>A Emergency Road Clearance (Equipment and Labor Rates for initial road clearance)</b>						
1	Air Curtain Pit Burner w/ operator	B-1	Hour	1	x \$ 250.00	= \$ 250.00
2	Air Curtain refractory Incinerator w/ operator	B-1	Hour	1	x \$ 275.00	= \$ 275.00
3	Bobcat loader w. operator	B-1	Hour	1	x \$ 85.00	= \$ 85.00
4	Bucket Truck w/ operator	B-1	Hour	1	x \$ 175.00	= \$ 175.00
5	Chipper/mulcher (8' throat) w/ operator	B-1	Hour	1	x \$ 125.00	= \$ 125.00
6	Chipper/mulcher (12' throat)	B-1	Hour	1	x \$ 175.00	= \$ 175.00
7	Crane - 30 Ton	B-1	Hour	1	x \$ 250.00	= \$ 250.00
8	Crane - 50 Ton	B-1	Hour	1	x \$ 350.00	= \$ 350.00
9	Crane - 100 Ton - 8 hour minimum	B-1	Hour	1	x \$ 650.00	= \$ 650.00
10	Crash truck w/ Impact Attenuator w/ operator	B-1	Hour	1	x \$ 45.00	= \$ 45.00
11	Dozer, tracked, D5 or similar w/ operator	B-1	Hour	1	x \$ 100.00	= \$ 100.00
12	Dozer, tracked, D6 or similar w/ operator	B-1	Hour	1	x \$ 120.00	= \$ 120.00
13	Dozer, tracked, D7 or similar w/ operator	B-1	Hour	1	x \$ 350.00	= \$ 350.00
14	Dozer, tracked, D8 or similar w/ operator	B-1	Hour	1	x \$ 400.00	= \$ 400.00
15	Dump Truck 18-20 CY w/ operator	B-1	Hour	1	x \$ 100.00	= \$ 100.00
16	Dump Truck 21-30 CY w/ operator	B-1	Hour	1	x \$ 110.00	= \$ 110.00
17	Generator and lighting w/ operator	B-1	Hour	1	x \$ 25.00	= \$ 25.00
18	Grader w/ 12' blade w/ operator	B-1	Hour	1	x \$ 200.00	= \$ 200.00
19	Hydraulic Excavator, 1.5 CY w/ operator	B-1	Hour	1	x \$ 135.00	= \$ 135.00
20	Hydraulic Excavator, 2.5 CY w/ operator	B-1	Hour	1	x \$ 145.00	= \$ 145.00
21	Knuckleboom Loader w/ operator	B-1	Hour	1	x \$ 165.00	= \$ 165.00
22	Lowboy trailer w/ tractor w/ operator	B-1	Hour	1	x \$ 115.00	= \$ 115.00
23	Log Skidder w/ operator	B-1	Hour	1	x \$ 150.00	= \$ 150.00
24	Mobile crane (adequate for hanging limbs/leaving trees) w/ operator	B-1	Hour	1	x \$ 175.00	= \$ 175.00
25	Pickup truck, .5 ton w/ operator	B-1	Hour	1	x \$ 45.00	= \$ 45.00
26	Soil Compactor, 81 + HP w/ operator	B-1	Hour	1	x \$ 115.00	= \$ 115.00
27	Soil Compactor, 80HP w/ operator	B-1	Hour	1	x \$ 85.00	= \$ 85.00
28	Soil Compactor, Towed Unit w/ operator	B-1	Hour	1	x \$ 65.00	= \$ 65.00
29	Stump Grinder 30" diameter or less w/ operator	B-1	Hour	1	x \$ 100.00	= \$ 100.00
30	Stump Grinder 30" diameter or greater w/ operator	B-1	Hour	1	x \$ 125.00	= \$ 125.00
31	Traffic Control, Temporary Single Lane Closure w/ operator	B-1	Hour	1	x \$ 89.00	= \$ 89.00
32	Traffic Control, Temporary Road Closure w/ operator	B-1	Hour	1	x \$ 62.00	= \$ 62.00
33	Truck Flatbed w/ operator	B-1	Hour	1	x \$ 65.00	= \$ 65.00
34	Tub Grinder, 800 to 1000HP w/ operator	B-1	Hour	1	x \$ 350.00	= \$ 350.00
35	Waste Collection Rear Loader Truck w/ operator	B-1	Hour	1	x \$ 275.00	= \$ 275.00
36	Water Truck w/ operator	B-1	Hour	1	x \$ 85.00	= \$ 85.00
37	Wheel Loader, 2.5 CY, 950 or similar w/ operator	B-1	Hour	1	x \$ 160.00	= \$ 160.00
38	Wheel Loader, 3.5-4.0 CY, 966 or similar w/ operator	B-1	Hour	1	x \$ 180.00	= \$ 180.00
39	Wheel Loader, 4.5 CY, 980 or similar w/ operator	B-1	Hour	1	x \$ 190.00	= \$ 190.00
40	Wheel Loader-Backhoe, 1.0-1.5 CY w/ operator	B-1	Hour	1	x \$ 150.00	= \$ 150.00
41	Operations Manager	B-1	Hour	1	x \$ 90.00	= \$ 90.00
42	Superintendent with truck, phone & radio	B-1	Hour	1	x \$ 75.00	= \$ 75.00
43	Foreman with truck, phone & radio	B-1	Hour	1	x \$ 65.00	= \$ 65.00
44	Safety/Quality Control Inspector w/ vehicle, phone & radio	B-1	Hour	1	x \$ 75.00	= \$ 75.00
45	Inspector with vehicle, phone & radio	B-1	Hour	1	x \$ 65.00	= \$ 65.00
46	Climber with Gear	B-1	Hour	1	x \$ 90.00	= \$ 90.00
47	Saw Hand with Chainsaw	B-1	Hour	1	x \$ 45.00	= \$ 45.00
48	Laborers & Flagmen	B-1	Hour	1	x \$ 37.00	= \$ 37.00
49	Timekeeper	B-1	Hour	1	x \$ 37.00	= \$ 37.00
50	HazMat Professional	B-1	Hour	1	x \$ 85.00	= \$ 85.00
51	Household HazMat Inspection and Removal Crew	B-1	Hour	1	x \$ 130.00	= \$ 130.00
Subtotal of Section A						\$ 7,605.00
<b>B Debris Clearing, Removal and Disposal</b>						
1	ROW vegetative debris removal (Collection and hauling)	B-2	Cubic Yard	8,000,000	x \$ 5.98	= \$ 47,840,000.00
2	ROW C&D Debris Removal (Collection, Hauling and Final Disposal)	B-3	Cubic Yard	2,000,000	x \$ 11.98	= \$ 23,960,000.00
3	DMS Management and Reduction debris (grinding)	B-5, B-7	Cubic Yard	7,000,000	x \$ 2.55	= \$ 17,850,000.00
4	DMS Management and Reduction debris (incineration)	B-5, B-8	Cubic Yard	1,000,000	x \$ 1.95	= \$ 1,950,000.00
5	Load, transport and disposal of Reduced Debris to Final Disposal Site	B-9	Cubic Yard	2,500,000	x \$ 4.14	= \$ 10,350,000.00
6	C&D Debris to Final Disposal Site (excludes items paid for under pay item (B-2))	B-5, B-10	Cubic Yard	500,000	x \$ 3.31	= \$ 1,655,000.00
7	Removal, transportation, and disposal of structures from private property	B-4	Cubic Yard	750,000	x \$ 14.86	= \$ 11,145,000.00
8	Hazardous Leaning Tree Removal (6 to 11.99 inches in diameter)	B-11	Per Tree	250	x \$ 55.00	= \$ 13,750.00
9	Hazardous Leaning Tree Removal (12 to 23.99 inches in diameter)	B-11	Per Tree	400	x \$ 110.00	= \$ 44,000.00
10	Hazardous Leaning Tree Removal (24 to 35.99 inches in diameter)	B-11	Per Tree	300	x \$ 170.00	= \$ 51,000.00
11	Hazardous Leaning Tree Removal (36 to 47.99 inches in diameter)	B-11	Per Tree	100	x \$ 260.00	= \$ 26,000.00
12	Hazardous Leaning Tree Removal (48 inches and greater in diameter)	B-11	Per Tree	100	x \$ 360.00	= \$ 36,000.00
13	Removal of Hazardous Hanging Limbs (Greater than 2 inches in diameter)	B-11	Per Tree	10,000	x \$ 65.00	= \$ 650,000.00
14	Hazardous Stump Removal (greater than 24 to 35.99 inches in diameter)	B-12	Per Stump	75	x \$ 250.00	= \$ 18,750.00
15	Hazardous Stump Removal (36 to 47.99 inches in diameter)	B-12	Per Stump	50	x \$ 350.00	= \$ 17,500.00
16	Hazardous Stump Removal (48 inches and greater in diameter)	B-12	Per Stump	25	x \$ 450.00	= \$ 11,250.00
17	Abandoned Vehicle Removal	B-13	Per Unit	100	x \$ 325.00	= \$ 32,500.00
18	Animal Carcass Removal, Transportation, and Disposal	B-14	Per Pound	750	x \$ 4.95	= \$ 3,712.50
19	ROW White Goods Debris Removal	B-15	Per Unit	200	x \$ 35.00	= \$ 7,000.00
20	Refrigerant Removal and Disposal	B-16	Per Unit	200	x \$ 35.00	= \$ 7,000.00
21	Asbestos Removal and Disposal	B-17	Per Pound	5000	x \$ 12.95	= \$ 64,750.00
22	Soil Sampling and Analysis	B-6	Per Boring	50	x \$ 250.00	= \$ 12,500.00
Subtotal of Section B						\$ 115,745,712.50
*Grand Total (Sections A-B)						\$ 115,753,317.50

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



Job No.: 15/0260

Attachment a.

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

Taxpayer Identification Number (T.I.N.): 631283729

Company Name submitting Bid/Proposal: DRC Emergency Services, LLC

Mailing Address: 5851 San Felipe Street, suite 425, Houston, TX 77057

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

N/A

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\*\*

N/A

\* 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 DRC Emergency Services, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

Revised 11/09

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

### 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 (1) days after receipt of notice of breach from the governmental entity.

Revised 4/02

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

**REFERENCES AND PAST PERFORMANCE**

Provide a minimum of six (6) governmental entities (preferred) or companies that you have performed similar work as a prime vendor for the same scope and size as defined in this bid. If additional space is required, include attachment to this section of the bid.

**Reference #1**

Organization Name: City of Houston

Contact Name/Telephone No.: Harry Hayes - (713) 837-9103

Address: 611 Walker Street, 12th Floor, Houston, TX 77002

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \$58,104,612.00

Emergency hurricane debris clearing and removal for the City of Houston in the aftermath of Hurricane Ike, 2008-2009.

Quantity of debris removed: 5,035,439.18 total Cubic Yards

**Reference #2**

Organization Name: City of Galveston

Contact Name/Telephone No.: Charlie Kelly - (409) 765-3710

Address: P.O. Box 779, 823 Rosenberg, Galveston, Texas 77553

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \$38,007,492.62

DRC Emergency Services performed Debris Removal for Hurricane Ike in 2008.

Quantity of Debris Removed: 1,301,655.86 total Cubic Yards

**Reference #3**

Organization Name: Jefferson County

Contact Name/Telephone No.: Greg Fountain - (409) 835-8757

Address: 7780 Boyt Rd, Beaumont, TX 77713

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): Estimated \$15,000,000.00

DRC Emergency Services was activated in both 2005 and 2008 in Jefferson County, Texas. The largest job performed was the Emergency Debris Removal for Hurricane Rita in October of 2005.

Quantity of Debris Removed: Approximately 2 million total Cubic Yards

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

REFERENCES (CONTINUED)Reference #4

Organization Name: South Carolina Department of Transportation

Contact Name/Telephone No.: Mark Hunter 803-429-3045

Address: 955 Park Street, Columbia, SC 29201

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): Estimated \$40,000,000.00

DRC Emergency Services was activated in South Carolina for Emergency Debris Removal following the 2014 Ice Storm from February 2014 to May 2014.

Quantity of Debris Removed: Approximately 1,461,000 total Cubic Yards

Reference #5

Organization Name: East Baton Rouge Parish

Contact Name/Telephone No.: David Guillory (Former Director of Public Works) (225) 389-3090

Address: City of Baton Rouge, Parish of East Baton Rouge,

P.O. Box 1471, Baton Rouge, LA 70821

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \$2,474,520.78

DRC Emergency Services was activated in East Baton Rouge in 2011, 2012 and 2015. This includes the Disaster Management work performed for Hurricane Isaac in 2012.

Quantity of Debris Removed: 108,446.25 total Cubic Yards

Reference #6

Organization Name: Iberville Parish, Louisiana

Contact Name/Telephone No.: Brian Willis - (225) 687-5190

Address: 58050 Meriam Street, Plaquemines, LA 70802

Brief description of work performed and cost (must include cubic yard of debris collected, and contract cost and/or total federal reimbursement costs for the debris removal): \$3,368,184.69

DRC Emergency Services was activated in both 2008 and 2009 in Iberville Parish. The larger of the two jobs performed was Emergency Push and Debris Removal for Hurricane Gustav in 2008.

Quantity of Debris Removed: 330,239.22 Cubic Yards

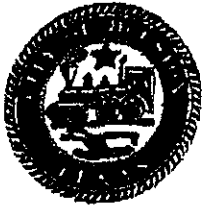
Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



11/30/2012 08:54 71383/9110

SWMD DIRECTOR

PAGE 01



**CITY OF HOUSTON**  
Department of Solid Waste Management

Annie D. Parker

Mayor

Harry J. Hayes  
Director  
P.O. Box 1562  
Houston, Texas 77251-1562

713-837-0311  
713-837-9110  
[www.houstontx.gov](http://www.houstontx.gov)  
[www.houstonwaste.org](http://www.houstonwaste.org)

November 30, 2012

To whom it may concern:

RE: Letter of Recommendation, Cahaba/DRC (DRC)

Dear Sir/Madam:

This letter of recommendation documents the quality service that the City of Houston has received from Cahaba/DRC Emergency Services (DRC) over the past five plus years.

DRC was the 2007 competitive bid winner for the City of Houston's debris removal contract. In September 2008, the City had to activate the contract in response to Hurricane Ike making a direct hit of the Galveston/Houston area. The debris field was devastating. Millions in the area were without power for several weeks. The City's 640 square mile area was covered with nearly six million cubic yards of debris.

Three days after the direct hit, DRC began collection activities. Every day, collections multiplied two and three-fold. At the end of the initial three week collection period, DRC had removed more than 70% of the debris field. It was absolutely amazing. My staff and I were informed by FEMA personnel that DRC's collection efforts of more than 200,000 cubic yards of debris per day were establishing new collection records. To say the least my team and I, City elected leaders, and most importantly affected Houston citizens, were pleased and impressed with their efforts.

Recently, the City of Houston renewed its contract with DRC for another five year period. The team at DRC has been most professional, engaging, and amenable to the City's needs during the initial five year period. We expect nothing less from the next five year period. The company is currently engaged with the City's Parks Department in removing dead/diseased trees from the City's rights-of-way and parks due to last year's historic Texas drought. Again, DRC has been uniformly excellent in the services they have provided.

If there are further questions as to the company's relationship and responsiveness to the City's needs during emergency services, you may reach me at 713-837-9103.

Sincerely,

*Harry J. Hayes*  
Harry J. Hayes  
Director of Solid Waste Management

H:11302012-1

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

# City of Galveston



**Public Works Department**  
P.O. Box 779 / Galveston, Texas 77553

February 24, 2010

To whom it may concern:

On behalf of the City of Galveston I am proud to be able to take this opportunity to provide my sincere recommendation for DRC Emergency Services. DRC Emergency Services has been a critical part of the City of Galveston's preparation, management and removal of the debris left behind my Hurricane Ike.

I am confident that in the future, the City of Galveston would not hesitate to contact DRC Emergency Services, should the need ever arise. I would highly recommend DRC Emergency Services to all other local and state governments for their professionalism, performance, and expertise in the disaster recovery process.

Sincerely,

Eric K. Wilson  
Director of Municipal Utilities

Ec: File

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



# M

April 21, 2005

DRC, Inc.  
ATTN: Robert J. Isakson  
740 Museum Drive  
Mobile, AL 36608

Dear Mr. Isakson:

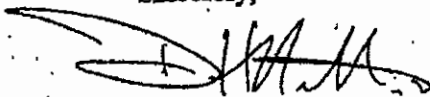
I am sorry you could not make it to Houston for the press conference and tour of your mobile command unit. Kudos to Lesleigh and Tom whose hard work ensured the event was a success. The elected officials and local emergency management personnel who attended were thankful and highly impressed with DRC. Afterwards, some admitted they had no idea of the level of service your company provided in the United States and around the world.

As Coordinator for the City of Houston's Flood and Drainage Issues Committee, I can certainly appreciate the capability of your extraordinary command facility and the tasks you all perform in times of crisis and need. I told Albert that one can only imagine the relief and gratitude citizens and city administrators feel when they see the mobile unit and your team roll into town to help them get their lives and infrastructure back to normal.

I look forward to seeing you and the entire DRC family next time you are in the area.

Thanks again for all that you do!

Sincerely,



Damon H. Mattox



September 19, 2011

To Whom It May Concern,

At the time of Hurricane Ike I was the Assistant City Manager for the City of Galveston. I was tasked with managing the daunting debris removal operation facing the City of Galveston. We utilized DRC Emergency Services as our primary contractor for the debris removal project. DRC Emergency Services worked hand and hand with my staff for nearly two years during the duration of the project. During the course of the project, DRC Emergency Services performed: debris removal, vehicle and vessel removal, hazardous waste removal, mitigating hazardous standing trees and countless other tasks. The operation included work on the public right of way and also on private property through a special FEMA-approved private property debris removal program. DRC Emergency Services provided excellent disaster management assistance and unsurpassed professional service to the City of Galveston throughout the process.

I would highly recommend DRC Emergency Services to the jurisdictions impacted by the Texas wildfires of 2011. DRC Emergency Services' staff will ensure a quick and efficient recovery and will truly be a partner to local officials throughout the course of the project.

I am confident that if you select DRC Emergency Services you will find them to be an invaluable partner during this difficult recovery process. If you have any questions concerning this recommendation, please feel free to reach me at 512-990-6101.

Sincerely,

Brandon Wade  
City Manager  
City of Pflugerville

CITY OF PFLUGERVILLE  
P.O. Box 589  
Pflugerville, TX 78691-0589

STREET ADDRESS:  
100 East Main Street  
Pflugerville, TX 78660

TEL: 512.990.4363  
FAX: 512.990.4364  
www.cityofpflugerville.com

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 11, 2011

Mr. Steven James  
 DRC Emergency Services  
 740 Museum Drive  
 Mobile, Alabama 36608

Re: Unilateral Change Order concluding GLO Contract No. 09-153-000-3592

Dear Mr. James:

The enclosed unilateral change order will conclude the Marine Debris Removal Contract between DRC Emergency Services, Inc. and the Texas General Land Office. Since this contract took effect two years ago, DRC has removed an extraordinary amount of debris that resulted from Hurricane Ike. This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.

A new contract has recently been proffered to DRC to stand-by for potential work should the need arise again. In that event, I hope that the GLO will be able to count on DRC.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin K. Au".

Benjamin K. Au, Architect  
 Director, Construction Services  
 Texas General Land Office  
 1700 N. Congress Ave.  
 Austin, Texas 78701

Enclosure: Change Order No. 19

C: Joe James, GLO  
 Jennifer Henry, GLO  
 Kent Hickingbottom, HNTB

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

[www.glo.state.tx.us](http://www.glo.state.tx.us)

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

**RED RIVER COUNTY**

200 N. Walnut  
Clarksville, Texas 75426

Shirley Anderson  
County Auditor

Ph: 903 427-2131  
Fax: 903 427-5510

September 27, 2001

Mr. Robert J. Isakson  
Managing Director  
DRC, Inc.  
740 Museum Drive  
Mobile, AL 36608

Subject: 2001 ICE STORM - RED RIVER COUNTY

Dear Sir:

I am writing to express the sincere appreciation of the citizens of Red River County for the very professional services rendered by your company in the aftermath of last winter's ice storm.

Your company representative, Mr. Buddy Persons, was on site daily, supervising this operation and relaying timely information regarding the clean-up to County officials. Your quick mobilization after award of the contract exceeded all expectations.

In summary, I am extremely pleased with the outstanding performance and professional attitude of all members of your staff who assisted with the clean-up. You have my highest recommendation for future work of this nature.

Sincerely,



Shirley Anderson,  
County Auditor

SA:ra

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



August 21, 2015

Friends at DRC Emergency Services, LLC,

The success of the 2015 State TxSWANA Truck and Mechanic Road-E-O is a reflection of the ever-increasing dedication and enthusiasm the TxSWANA sponsors continue to display.

I would like to personally thank you for your contribution in support of the 2015 State TxSWANA Road-E-O. This event would not have been a success without your involvement. Once again, your donation was greatly appreciated and was used to support the awards for the winners. There were nearly 250 participants, judges and guests from 18 Texas cities included in this year's event. Those participants placing 1<sup>st</sup> and 2<sup>nd</sup> in the competition will advance to the National level to contend in Phoenix, Arizona on October 3<sup>rd</sup>.

We encourage you to contact us with any questions, comments or concerns you may have regarding the future Road-E-O's and/or other SWANA events. We value all comments and suggestions as they are a vital source for improvements.

Thank you for your generosity in helping to make this event possible. On behalf of the City of Houston, TxSWANA and the Road-E-O committee members, please accept the enclosed buckle as a token of our appreciation for your contribution.

Sincerely,

Harry J. Hayes

City of Houston Chief Operating Officer and TxSWANA Board Member



Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



**QUESTIONNAIRE**

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials, additional pages, or requested lists providing additional information may be attached with your bid.

1. Name of company/organization: DRC Emergency Services, LLC
2. Address of company/organization: 5851 San Felipe Street, Suite 425, Houston, TX 77057
3. Home office address (if other than above): Same as above
4. Telephone No: 251-343-3581 Fax No. 832-831-2180
5. Years in business under above name: 14 years
6. Years in business in Texas 10 Years
7. Primary individual to contact: Tom Combs
8. Primary individual's phone number: 202-905-7068 or 504-482-2848
9. Name of any parent companies: Seven Continents Holdings, LLLP
10. Name of any affiliated companies: DRC Pacific, Inc.
11. How many years has your organization been providing debris hauling/operation services?
  - a. Government Entities: 14
  - b. Private Entities: 14
12. Identify the company principles and key project team members who will work on this project. Provide a resume for each individual. Also provide a list of any subcontractors (if known) who will be working on this contract. Please see attached Key Personnel
13. Provide documentation describing qualifications and experience of working on contracts for debris hauling/operation services. Please see attached Statement of Qualifications
14. Provide in a **Sealed Envelope** the most recent audited financial statement including your organization's latest balance sheet and income statement. Provide name and address of firm preparing the attached financial statement, and the date thereof. Please see the sealed envelope marked Financial Statement along with this bid
15. Vendor shall submit with their bid, proof of bonding capacity up to \$25,000,000. Submit proof of this coverage from your Surety Company on their letterhead. **Vendor may also have to show proof of bonding capacity prior to approval of each renewal option utilized.** When contract is activated, vendor shall be required to submit performance and/or payment bonds (Bond forms will be provided by Harris County) prior to work beginning. All bonding cost will be considered incidental to contract and should be included in the rates bid on attachment n., Bid Pricing Sheet(s).  
Please see attached Bonding Capacity Letter
16. Provide proof of being a current selected participant of a program such as this region's council of governments, HGAC - Disaster Debris Clearance and Removal Services Program, or, if your firm is **not** part of HGAC then provide proof of being a current selected vendor for a similar program and provide details of that program and its guidelines. If vendor is not part of any such program then provide details of your company's guidelines followed necessary to meet all the requirements of the bid and all FEMA requirements. In addition, please provide copies of all FEMA certifications and detail related to FEMA claims experience.  
Please see attached HGAC vendor list



17. Vendor must have completed one (1) project as the prime vendor in removal, transportation, reduction, and disposal of a minimum of two (2) million cubic yards of storm generated debris (single mobilization) within the last ten (10) years.

- Client Name (Federal, State, or Local Jurisdiction) South Carolina Department of Transportation
- Client Representative (Last, First name) Hunter, Mark
- Client Representative Phone Number 803-429-3045
- Client Representative Email HunterMW@scdot.org
- Total Cubic Yardage on Project Approximately 1,461,000 total cubic yards
- Project Start and Completion Dates February 2014 - May 2014
- Client Funding Source (FEMA, FHWA, NRCS) FEMA

18. Vendor must have completed three (3) projects as the prime vendor in removal, transportation, reduction, and disposal of a minimum of one (1) million cubic yards of storm generated debris.

- Client Name (Federal, State, or Local Jurisdiction) City of Houston
- Client Representative (Last, First name) Hayes, Harry
- Client Representative Phone Number (713) 837-9103
- Client Representative Email swddirector@cityofhouston.net
- Total Cubic Yardage on Project 5,035,439.18 total cubic yards
- Project Start and Completion Dates September 2008 - 2009
- Client Funding Source (FEMA, FHWA, NRCS) FEMA

- Client Name (Federal, State, or Local Jurisdiction) City of Galveston
- Client Representative (Last, First name) Kelly, Charlie
- Client Representative Phone Number (409) 765-3710
- Client Representative Email kellycha@cityofhouston.org
- Total Cubic Yardage on Project 1,301,655.86 total cubic yards
- Project Start and Completion Dates September 2008 - March 2009
- Client Funding Source (FEMA, FHWA, NRCS) FEMA

- Client Name (Federal, State, or Local Jurisdiction) East Baton Rouge
- Client Representative (Last, First name) Guillory, David
- Client Representative Phone Number (225) 389-3090
- Client Representative Email dguillory@gmail.com
- Total Cubic Yardage on Project 108,446.25 total cubic yards
- Project Start and Completion Dates September 2012 - November 2012
- Client Funding Source (FEMA, FHWA, NRCS) FEMA

19. Vendor must have completed a minimum of one (1) project as the prime vendor with federally funded demolition, removal, reduction, and disposal of private structures (Commonly referred to as a Right of Entry Program).

- Client Name (Federal, State, or Local Jurisdiction) City of New Orleans
- Client Representative (Last, First name) Bascos, Pura
- Client Representative Phone Number (504) 658-5050
- Client Representative Email pbascos@nola.gov
- Project Start and Completion Dates March 2014 - Present
- Client Funding Source (FEMA, FHWA, NRCS) CDBG Block Grant

20. Vendor must provide a listing of lawsuits the vendor has been a party to during any of the three (3) years preceding the due date of this bid, including pending lawsuits. The list shall identify each case by name, case number, and court in which it was filed, as well as disposition as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County may disqualify any bidders based on their lawsuit history.

Please see attached 3 Year Litigation List

021-20-5802

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

## KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

### KEY MANAGEMENT PERSONNEL – BRIEF RESUMES

#### **Mark Stafford, President/Chief Executive Officer**

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

#### **Kristy Fuentes, Vice President/Secretary**

Kristy Fuentes is the Vice President of Administration and Compliance for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.



021-28-5083

**Tom Combs, Director of Governmental Affairs, Senior Regional Manager for Texas**

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Mr. Combs joined the DRC team on a consulting basis in 2002 and brings over 25 years in "hands-on" housing experience. Previously, he spent over 10 years in the public office as City Councilman and Mayor Pro-tem for The City of Beaumont, Texas. In that capacity he served as liaison to the Beaumont Housing Authority and as President of the Innovative Housing Corporation. He also held the position of Homeless Programs and AIDS Housing Coordinator for the City of Houston. In this position he directly supervised, coordinated and monitored over 30 million dollars in temporary, transitional, and permanent housing construction and operations contracts. Additionally, Mr. Combs served as District Director and Chief of Staff for two members of Congress where he personally directed all housing related activities and serves as liaison between the congressmen, the cities, and the Department of Housing and Urban Development. He has extensive experience in minority, women, and disadvantaged contractor outreach programs. Mr. Combs has also owned his own firm, Tom Combs & Associates, which specialized in local, state, and federal contract negotiations. Mr. Combs lives and is headquartered in Houston, Texas.

**Brian LaRiviere/Regional Manager (Texas)**

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Brian LaRiviere came to DRC in 2014 with a strong business and financial background, managing a \$20 million portfolio for a variety of clients in industry, such as wholesale/manufacturing for welding/industrial supplies, general contractors with expertise in landscaping, architecture, utilities (oil/gas), oil field service providers; construction contractors for residential and commercial business parks, retail strip centers etc. His time as Vice President in commercial lending allows him to leverage his relationships in his new capacity for DRC in business development to increase DRC's footprint with subcontractors, suppliers, public works, and pre-event contracts with state government entities. Mr. LaRiviere's strengths include building customer relationships, management and facilitating company growth. At DRC he is responsible for marketing/business development for pre-event recovery and logistics contracts, such as civil construction opportunities.

**Les Flynn, Chief Financial Officer**

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Les Flynn comes to DRC after a successful career at Cape Environmental Management in Atlanta, Georgia. During his 23 years at Cape, Mr. Flynn was instrumental in its growth from \$3 million in annual revenues to over \$130 million while serving as both CFO and COO. Mr. Flynn plays a key role in DRC's strategic planning and financial initiatives. He holds a B.S. in Biological Sciences from Stony Brook University NY; an M.S. in Natural Resources and an M.B.A. in Corporate Finance and MIS, both from the University of Georgia.





### **Joe Newman, Program Manager**

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

### **Sam Dancer, Project Manager**

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

### **Tony Swain, Regional Manager (Georgia, North and South Carolina)**

Mr. Swain came to DRC after three years as a Project Manager for Cahaba Disaster Recovery. During that time, he oversaw the demolition of hundreds of houses in Orleans Parish, LA, along with debris removal projects in Springfield, MO, Green County, MO and Amherst, NY. Before that, he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an emergency services company in Florida. He was responsible for providing subcontractors for 46 separate contracts and 55 TDSRS operations in the 2004 hurricane season involving hurricanes Charlie, Frances, Ivan and Jeanne. Mr. Swain has an extensive managerial and sales background.

### **Dr. Walter Maestri, Emergency Management Consultant**

Dr. Maestri served as Director of Emergency Management for Jefferson Parish, Louisiana for over a decade, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been utilized by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during Hurricane Katrina and its



aftermath. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency, and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

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**Marc Watkins, Vice President of Estimating**

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Mr. Watkins brings over 20 years of construction and management experience, first as the owner of his own construction company, and then as a Project Manager and Logistics Manager for DRC in 2010. He was instrumental in DRC's response to the BP Oil Spill, and soon became DRC's Quality Control System Manager, ensuring that specifications were followed, and work proceeded on schedule and within budget. He now serves as Lead Estimator and Vice President of Estimating, managing, supervising, and coordinating the preconstruction phase of projects to meet the cost objectives with respect to contracting, scheduling, estimating, purchasing and bidding of all major projects. He holds a B.S. from the University of South Alabama.

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**Lisa Garcia, Contracts Manager**

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Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

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**Donald Lewis, Data Collection Manager**

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As Data Collection Manager for DRC, Mr. Lewis is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. With over 19 years of experience in finance and 10 years of data processing and management for DRC, Mr. Lewis is a vital asset to the management team and plays a major role in ensuring data is collected and processed efficiently. Mr. Lewis earned a B.S. in Business Administration from Auburn University at Montgomery

**Proposed Sub-Contractors**

MCS Enterprises  
James Donatto II  
4112 Fannin St.  
Houston, TX 77004





AD Construction and Development  
Hugo Alvarez  
5512 Gulf Freeway  
Houston, TX 77023

Sullivan Land Services  
Johnny Sullivan  
448 W. 23rd Street  
Houston, TX 77008

TLC Trucking - (MWBE, HUB, Hire Houston 1<sup>st</sup>)  
Chris Gwyn  
20910 Hunters Creek Way  
Hockley, TX 77447

Moffitt Services  
Rusty Moffitt  
13002 Kluge Road  
Cypress, TX 77429

Diamond Enterprises  
Shannon Leverton  
1333 W. Dry Creek Road  
Poolville, TX 76487

K & K Tractor Services  
Chase Cook  
23444 East Community Drive  
New Caney, TX 77357



# STATEMENT OF QUALIFICATIONS

For over 14 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 14 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over the fourteen years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- DMS Management and Operations
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Stump Removal

*"DRC either met or exceeded all aspects of their contractual obligations with LCG during these two disasters as well as met and satisfied the established production and completion schedules for debris generated by these two disasters" – Terry L. Cordick, Associated Director of Public Works, Lafayette Parish, LA*

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment



- Specialized Attachments and All Necessary Support Equipment

## NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4000 pieces of specialized equipment
- Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 14-year record of 100% federal reimbursement for eligible work performed
- A 14-year record of environmental compliance

## HISTORY

Since 2001, DRC Emergency Services, LLC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 150 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.



821-28-5889



Having performed debris operations nearly all of the United States and internationally for over 14 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

## COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our Board of Directors, management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the CEO and an independent reporter to the Board of Directors and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for the Board and senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to the Board of Directors regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.



### DRC's Core Values

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

### Application of Core Values

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and the quality of our services and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.



## OFFICE LOCATIONS

DRC Emergency Services, LLC is headquartered in Houston, Texas with additional offices in New Orleans, Louisiana and Mobile, Alabama, and is uniquely qualified to understand and serve the disaster management and debris clearing needs of all of our clients across the country. DRC has had the privilege of holding this contract for over ten years and our Houston Headquarters are located in Harris County giving DRC the ability to respond immediately and efficiently to disaster events affecting the area. We currently have 56 full time employees, as well as dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Harris County, DRC will dedicate all necessary manpower and equipment and in no case will the project be understaffed.

## RECENT WORK EXPERIENCE

### 2015 Houston Floods

DRC was activated under its existing Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to grave" with an emphasis on recycling.

### 2015 Texas Department of Transportation Flood Work

DRC responded to the needs of the department of transportation by performing tree and debris removal with the Houston division as required by the department.

### 2015 Bellaire Floods

DRC was activated by the city of Bellaire in response to the historic floods in May of 2015. While the volume produced in Bellair was not significant, DRC mobilized rapidly to return the city to a normal state.

### 2014 Ice Storms

The winter of 2014 wreaked havoc on the eastern seaboard. DRC's initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services' contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC's crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC's contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the





damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.

### **2013 Midwestern Tornado Outbreak**

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri. Recovery operations are currently underway.

### **2012 Super Storm Sandy**

On October 29<sup>th</sup> of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

### **2012 Hurricane Isaac**

On August 29<sup>th</sup> of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

### **2011 Tornado Outbreak**

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

### **2011 FEMA Site Development**

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.



### **Deepwater Horizon Oil Spill**

DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

### **The Hurricane Season Of 2009**

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75.

### **The Hurricane Season Of 2008**

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.

### **The Hurricane Season Of 2005**

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.



### The Hurricane Season Of 2004

In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan in the fall of 2004, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.

## 10 YEAR PAST PERFORMANCE

Below is a chart of DRC Emergency Services' past projects. Highlighted below are our projects in Texas:

- **2015, June:** Texas Department of Transportation (Waller and Montgomery County), Debris Removal and Disposal
- **2015, May:** City of Bellaire, Texas, Disaster Debris Removal Services
- **2015, May:** City of Houston, Texas, Disaster Debris Removal Services
- **2015, May:** City of Houston, Texas, Base Camps Clearing
- **2014, December:** Texas Department of Transportation (Smith County), Tree Removal
- **2012, May:** Corpus Christi, Texas, Debris Removal **\$482,331.96**
- **2011, October:** Houston, Texas, Debris Removal in City Parks and ROW's **\$3,786,080.94**
- **2009, April:** Texas Department of Transportation (Galveston County), Bolivar Ditch Excavation Est.: **\$306,413.28**
- **2009, February:** Harris County, Texas, Hurricane Ike Debris Removal **\$24,750.00**
- **2009, January:** Texas General Land Office, Hurricane Ike Marine Debris Removal **\$22,703,700.00**
- **2008, October:** Texas Department of Transportation (Hardin East), Hurricane Ike Debris Removal ROW **\$176,893.20**
- **2008, October:** Texas Department of Transportation (Chambers East), Hurricane Ike Debris Removal ROW **\$413,525.00**
- **2008, October:** Texas Department of Transportation (Orange County), Hurricane Ike Debris Removal **\$2,206,012.92**
- **2008, October:** Groves, Texas, Hurricane Ike Debris Removal **\$16,584.24**
- **2008, October:** Port of Galveston, Texas, Hurricane Ike Debris Removal **\$467,898.84**
- **2008, September:** Galveston, Texas, Hurricane Ike Debris Removal **\$38,007,492.62**
- **2008, September:** Harris County, Texas, Hurricane Ike Debris Removal **\$19,446,030.96**
- **2008, September:** Piney Point Village, Texas, Hurricane Ike Debris Removal **\$693,346.07**
- **2008, September:** Taylor Lake Village, Texas, Hurricane Ike Debris Removal **\$598,735.91**
- **2008, September:** Bellaire, Texas, Hurricane Ike Debris Removal **\$880,126.19**
- **2008, September:** Port Neches, Texas, Hurricane Ike Debris Removal **\$450,447.33**
- **2008, September:** Jefferson County, Texas, Hurricane Ike Debris Removal **\$1,996,522.66**
- **2008, September:** Nassau Bay, Texas, Hurricane Ike Debris Removal **\$480,179.64**
- **2008, September:** Nederland, Texas, Hurricane Ike Debris Removal **\$915,993.94**





- 2008, September: Humble, Texas, Hurricane Ike Debris Removal **\$646,447.07**
- 2008, September: Jamaica Beach, Texas, Hurricane Ike Debris Removal **\$2,605,261.37**
- 2008, September: Port Arthur, Texas, Hurricane Ike Debris Removal **\$6,831,004.19**
- 2008, September: Baytown, Texas, Hurricane Ike Debris Removal **\$3,116,996.01**
- 2008, September: El Lago, Texas, Hurricane Ike Debris Removal **\$308,842.37**
- 2008, September: Jefferson County Drainage District No. 7, Texas, Hurricane Ike Debris Removal **\$1,645,364.59**
- 2008, September: Houston, Texas, Hurricane Ike Debris Removal **\$65,138,381.25**
- 2005, October: Jefferson County, Texas, Hurricane Rita Emergency Debris Removal **Over \$15,000,000.00**

DATE 2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
August	ALDOT District 2 Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	LANDFILL SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS	\$87,200.00
July	St. Louis County, MO	Tree Removal	Work in Progress
June	TxDOT Walker and Montgomery County	Debris Removal and Disposal	\$87,304.60
May	City of Bellaire, TX	Disaster Debris Removal Services	\$12,926.87
May	City of Houston, TX	Disaster Debris Removal Services	\$1,931,956.44
May	City of Houston, TX	Base Camps	\$7,142
May	Parish of East Baton Rouge, LA	Disaster Street Cleaning Debris Collection, Removal, Processing, Disposal and Management Services	\$815,867.76
April	Ascension Parish, LA	Storm Cleanup as a result of the weather system on Monday April 27, 2015	\$60,000
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing - Section 1 Cleaning	Work in Progress: \$39,300.00
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing Detention Pond Clearing	Work in Progress: \$ 79,864.00





March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	Work in Progress \$883,128.79
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	Work in Progress \$601,357.32
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
DATE 2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	TXDOT- Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Stormwater Detention Basin Excavation	Work in Progress 5,395,557.23
August	ALDOT-2 <sup>nd</sup> Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
August	Jefferson Parish Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28, 2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Hurricane Arthur Debris Management Services	Estimated: \$8,750
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry- Maintenance Contract	\$30,105.00
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$230,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal	\$103,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78



Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans	Strategic Demolitions for Economic Recovery	Work in Progress \$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	LADOTD – Webster Parish	Tree Removal in Webster Parish	Work In Progress Est. \$458,785
DATE 2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Port St. Lucie	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	LADOTD – Bienville Parish	I-20 Tree Removal in Bienville Parish	Work In Progress Est. \$348,053
July	St. Louis County, MO	Tree Removal & Stump Grinding	Est. \$117,530.17
June	St. Charles County, MO	Emergency Storm Debris Removal	923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal	\$33,918.81
June	Pottawatomie County, OK	Emergency Cleanup of Storm Debris	\$418,256.75
June	City of Oklahoma City	Emergency Storm Debris Removal	\$1,873,206.11
May	Terrebonne Parish Consolidated Govt.	St. Louis Bayou Cleanout	Work In Progress Est. \$924,950.00
April	Zehender Disaster Relief, LLC	Super Storm Sandy Marine Debris Removal Ocean City, NJ	\$512,750.50
DATE 2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT





November	Piscataway, New Jersey	Super Storm Sandy Debris Removal	\$1,498,637.31
November	New York Department of Transportation	Super Storm Sandy Debris Removal Nassau County	\$5,190,263.72
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$8,224,716.15
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$3,607,542.53
November	Harford County, Maryland	Super Storm Sandy Management of Vegetative Debris	\$29,671.63
September	Ascension Parish	Hurricane Isaac Debris Removal	\$279,364.17
September	LADOTD District 62	Hurricane Isaac Debris Removal	\$913,039.39
September	Mandeville, LA	Hurricane Isaac Debris Removal	\$465,759.22
September	St John the Baptist	Hurricane Isaac Debris Removal	2,919,975.96
September	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$1,713,923.30
September	East Baton Rouge	Hurricane Isaac Disaster Management	\$2,474,520.78
September	St. Charles Parish	Hurricane Isaac Debris Removal	\$506,673.33
August	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$64,402.51
August	NOLA	Hurricane Isaac Debris Removal	\$2,576,871.94
August	DDD NOLA	Hurricane Isaac Debris Removal	\$14,858.79
August	State of Louisiana	Hurricane Isaac -- Mass Feeding	\$23,750.00
August	State of Louisiana	Hurricane Isaac -- Catering Services	\$21,030.00
August	State of Louisiana	Hurricane Isaac - Delivered MRE's to Kenner, LA	\$4,604.64
August	State of Louisiana	Hurricane Isaac Sand Delivery	\$19,680.00
August	FDOT District 7, FL	Hurricane Isaac - Cut and Toss Contract Z 7023	\$17,550.00

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)





July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VIDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal from March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for January 2012 Tornadoes	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
DATE 2011	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Barrington, RI	Tub Grinding @ Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - Hurricane Irene	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - Hurricane Irene	\$1,383,586.23
September	New Hanover County, NC	Veg / C&D Debris Removal & Disposal	\$278,255.70
September	VDOT-Ashland-Residency	J & H Debris Removal -	\$4,498,736.62





		Hurricane Irene	
September	Richmond, VA	Disaster Recovery Services – Hurricane Irene	\$895,762.35
September	Pender County, NC	Site Mgmt @ Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal – Hurricane Irene	\$1,209,413.46
September	Narragansett, RI	Debris Removal – Hurricane Irene	\$47,826.23
September	Calvert County, MD	L & H Debris Removal – Hurricane Irene	\$143,659.44
September	USACE Minot, North Dakota	Mobile Home Group – Site Development Minot, ND	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal – Hurricane Irene	\$4,950.00
September	Cumberland, RI	Debris Removal – Hurricane Irene	\$53,440.00
September	Providence, Rhode Island	Debris Removal – Hurricane Irene	\$209,399.00
September	Rhode Island D.O.T	Emergency Push – Hurricane Irene	\$17,864.50
August	Holmes County, MS	Debris removal – 2011 Tornadoes	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	\$514,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal – Hurricane Irene	\$855,323.40
August	Havelock, NC	Debris Removal – Land H Hurricane Irene	\$213,132.34
August	TME	Emergency Push (Suffolk, VA) – Hurricane Irene	\$828.00
August	VDOT Hampton Road District, Virginia	Debris Removal - Hurricane Irene	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal – 2011 MS tornado	\$146,745.80
June	City of Birmingham, AL	Debris removal related to April tornado	\$967,820.03
June	AL DOT Division 3 Jefferson County, AL	Debris removal related to April tornado	\$260,979.00
June	AL DOT Division 3 Shelby County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$1,688.89

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)





June	AL DOT Division 3 St. Clair County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$2,12,886.94
June	AL DOT Division 3 Blount County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$3,255,622.52
June	USACE W912DQ-11-R-1033 DRC ES Teaming with Intelligent Investments, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,673,159.37
June	USACE W912DQ-11-R-1036 DRC ES Teaming with R & R Trucking, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,869,470.40
June	Plaquemines Parish, LA Temp Correctional Training Facility	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	FEMA Demolition Program Hurricanes Katrina & Rita	\$2,860,893.60
May	Fultondale, AL Jefferson County	Debris removal related to April tornado	\$985,685.26
May	Calhoun County, AL	Debris removal related to April tornado	\$4,652,742.66
May	East Baton Rouge, LA Recreation and Park Commission Central Community Sports Park	Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris removal related to April tornado	\$99,620.38
May	AL DOT Division 1 District 4 (AL 69 and 79 Marshall County)	Debris removal related to April tornado	\$403,935.00
May	City of Birmingham	Debris removal related to April tornado	\$5,578,914.05
May	AL DOT Division 1 District 4 (AL 91 Cullman County, AL)	Debris removal related to April tornado	\$993,538.00
May	AL DOT Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris removal related to April tornado	\$1,792,201.95
May	AL DOT Division 1 District 4 (I-65 Cullman County, AL)	Debris removal related to April tornado	\$1,689,537.00
May	AL DOT Division 1 District 4 (AL 75, AL 163, US 231 & AL 67 Marshall & Cullman Counties)	Debris removal related to April tornado	\$233,334.00
May	AL DOT Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris removal related to April tornado	\$171,479.00
May	AL DOT Division 1 District 3 (Jackson County, AL)	Debris removal related to April tornado	\$454,803.00





May	AL DOT Division 1 District 3 (DeKalb County, AL)	Debris removal related to April tornado	\$165,183.00
May	AL DOT Division 5 District 2 (Tuscaloosa, AL)	Debris removal related to April tornado	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris removal related to April tornado	\$2,343,961.22
May	Franklin County, AL	Debris removal related to April tornado	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris removal related to April tornado	\$2,302,133.60
April	USACE-Nashville, TN	Metrol Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	Southern Industrial Contractors-St. Bernard Parish, LA	Roadway restoration project- repairs throughout the Parish	\$262,934.70
April	NC DOT-Johnston County, NC	R.O.W. debris removal and disposal related to the April tornado	\$98,739.61
April	NC DOT-Wilson County, NC	R.O.W. debris removal and disposal related to the April tornado	\$46,359.56
April	NC DOT-Greene County, NC	R.O.W. debris removal and disposal related to the April tornado	\$161,472.00
DATE 2010	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal - yearly maintenance	\$340,132.67
July	World Food Program	Haiti - Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38
May	Escambia County, FL	Oil Spill Recovery for BP Oil Spill	\$5,015,323.99
May	United States Environmental Services, LLC Louisiana	Provision of Boom for BP Oil Spill	\$1,000,000.00
May	Lawson Environmental Louisiana	Provision of Boom - for BP Oil Spill	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43

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May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts, Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	Est. \$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, Louisiana	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, Virginia	Snow Push	\$27,216.00
February	Prince William County, Virginia	Snow Push	\$32,880.00
February	City of Baltimore, Maryland DGS	Snow Push	\$2,697,721.00
February	Arlington County, Virginia	Snow Push	\$264,408.00
February	VDOT-Warrenton Residency	Snow Push	\$48,624.00
February	MDOT-SHA Region C, Anne Arundel County, MD	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00
February	Virginia Department of Emergency Management	Snow Push	\$51,000.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
<b>DATE 2009</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Anne Arundel County, Maryland	Snow Push	\$3,110,362.00

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)





December	Virginia Department of Emergency Management	Snow Push	\$477,178.55
November	TXDOT Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police, Jary, LA	Debris Removal-Ezekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00
July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown Point and Grand Isle	\$1,323,044.20
June	North Topsail Beach, N.C.	Berm Shaping	\$220,459.00
April	Birmingham Airport Authority	Demolition	Est. \$148,464.00
April	Lafayette, Louisiana	Demolition of residential houses	\$17,664.00
April	TXDOT Galveston County	Bolivar Ditch Excavation	Est. \$306,413.28
March	Lexington-Fayetteville Urban County Government Parks and Golf Course	Ice Storm Debris Removal	\$177,877.50
March	LADOTD	Hurricane Gustav Chipping and Grinding	\$144,565.00
March	Graves County, Kentucky	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, Arkansas	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County Government	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, Arkansas	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky DOT - District 1	Ice Storm Debris Removal	\$5,852,377.80



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February	Harris County, TX	Hurricane Ike Debris Removal	\$24,750.00
February	Fayetteville, Arkansas	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky DOT – District 2	Ice Storm Debris Removal	Est. \$509,174.25
January	Texas General Land Office	Hurricane Ike Marine Debris Removal	Est. \$22,703,700.00
DATE 2008	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	USACE Vicksburg District	Drift and Debris Removal and Associated Work, Coldwater Rivershed	\$467,280.00
October	Texas DOT Hardin East	Hurricane Ike Debris Removal ROW	\$176,893.20
October	Texas DOT Chambers East	Hurricane Ike Debris Removal ROW	\$413,525.00
October	Bayou Lafourche Fresh Water District	Hurricane Gustav Debris Removal	\$772,320.00
October	Texas DOT – Orange County	Hurricane Ike Debris Removal	\$2,206,012.92
October	Groves, TX	Hurricane Ike Debris Removal	\$16,584.21
October	Port of Galveston, TX	Hurricane Ike Debris Removal	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library – Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Hurricane Gustav Debris Removal	\$35,674.67
September	Kenner, LA	Hurricane Gustav Debris Removal	\$315,000.00
September	New Orleans, LA	Hurricane Gustav Debris Removal	\$1,650,562.67
September	St John the Baptist, LA	Hurricane Gustav Debris Removal	\$792,395.68
September	St. Landry Parish, LA	Hurricane Gustav Debris Removal	\$2,992,882.80
September	Iberville, LA	Hurricane Gustav Emergency Push and Debris Removal	\$3,368,184.69





September	Lafayette, LA	Hurricane Gustav Emergency Push and Debris Removal	\$4,506,624.12
September	Iberia, LA	Hurricane Gustav Debris Removal	\$1,793,463.03
September	Tangipahoa, LA	Hurricane Gustav Debris Removal	\$2,780,902.26
September	LADODD District 2, 3, 61, 62	Hurricane Gustav Debris Removal	\$18,970,757.96
September	Galveston, TX	Hurricane Ike Debris Removal	\$38,007,492.62
September	Harris County, TX	Hurricane Ike Debris Removal	\$19,446,030.96
September	Piney Point Village, TX	Hurricane Ike Debris Removal	\$693,346.07
September	Taylor Lake Village, TX	Hurricane Ike Debris Removal	\$598,735.91
September	Bellaire, TX	Hurricane Ike Debris Removal	\$880,126.19
September	Port Neches, TX	Hurricane Ike Debris Removal	\$450,447.33
September	Jefferson County, TX	Hurricane Ike Debris Removal	\$1,996,522.66
September	Nassau Bay, TX	Hurricane Ike Debris Removal	\$480,179.64
September	Nederland, TX	Hurricane Ike Debris Removal	\$915,993.94
September	Humble, TX	Hurricane Ike Debris Removal	\$646,447.07
September	Jamaica Beach, TX	Hurricane Ike Debris Removal	\$2,605,261.37
September	Port Arthur, TX	Hurricane Ike Debris Removal	\$6,831,004.19
September	Baytown, TX	Hurricane Ike Debris Removal	\$3,116,996.01
September	El Lago, TX	Hurricane Ike Debris Removal	\$308,342.37
September	Jefferson County Drainage District No. 7, TX	Hurricane Ike Debris Removal	\$1,645,364.59
September	Houston, TX	Hurricane Ike Debris Removal	\$65,138,381.25

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July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 – Hurricane Katrina	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building Hurricane Katrina	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Provm Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building – Hurricane Katrina	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech – FEMA – Park Restorations	Restoration of Trailer Parks	\$64,800.00
March	Macon County, TN	Debris Removal & Disposal – Northern Portion – Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal – Southern Portion – Subcontractor to Benetech	\$522,732.15
February	Alba, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal Of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$128,886.00
DATE 2007	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Jefferson Parish, LA	Private Property Demolition	\$184,942.26
December	Webb City, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$529,758.39
November	City of New Orleans, Louisiana	Hurricane Katrina – Demolition of Flood Damaged Homes	\$13,142,471.87

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October	Jefferson Parish, LA	Hurricane Katrina - Demolition of Flood Damaged Homes	\$727,488.00
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Canal Debris Removal	\$19,614,201.76
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Ditches and Culverts	\$6,430,367.93
July	USCG Jackson County, MS Marine Debris Removal RFP #HSCG84-07-R-HYV063	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$2,097,212.76
July	New Orleans Regional Transit Authority	Hurricane Katrina - Disposal of approximately 300 buses	\$545,400.00
April	City of Marshfield, MO	Ice Storm Debris Removal	\$ 143,931.12
April	USCG Bay St. Louis	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$5,116,941.03
March	City of Kenner, LA Tree/Hanger partner w/ Cycle Construction	Hurricane Katrina - Tree and Hanger Removal Teaming Partners with Cycle Construction	\$97,490.00
March	Plaquemines Parish, Louisiana	Hurricane Katrina - Debris Removal ROE	\$4,823,072.15
March	USCG LA Couvillion / 9 Parishes/Marine Debris Removal Timothy Couvillion Couvillion Group	Hurricane Katrina - Marine Debris Removal, subcontractor to Couvillion	\$2,455,875.00
February	Greene County, Missouri	Ice Storm Debris Removal	\$6,405,379.55
February	Louisiana Department of Environmental Quality	Hurricane Katrina Remediation and Disposal of Vehicles and Vessels	\$725,123.00
January	City of Springfield, Missouri	Ice Storm Debris Removal	\$9,965,291.62
DATE 2006	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	United States Coast Guard (CDP)	Hurricane Katrina Marine Debris Removal in MS and LA (various projects - DRC subcontractor to CDP, Inc.)	MS-\$1,365,703.17 LA-\$2,383,978.16
November	Town of Amherst, New York	Ice Storm Debris Removal	\$12,210,418.13
November	Orleans Levee District	Hurricane Katrina Vessel and Debris Removal - South Shore Harbor	\$608,045.58
October	Fluor International	Construction of 350 man Greenfield work camp in Haiti for US Embassy Construction	\$18,331,839.00



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July	Louisiana Department of Environmental Quality	Hurricane Katrina - Vessel Recovery	\$870,583.76
June	USACE Earthen Clay (Levee)	Stockpiling of Earthen Clay for Levees in Plaquemines Parish, LA	\$1,637,067.22
May	Louisiana Department of Environmental Quality	Hurricane Katrina Removal of Vehicles and Vessels	\$13,550,934.33
May	St. Bernard Parish, LA	Hurricane Katrina Installation of "FEMA" Travel Trailers	\$432,273.00
May	Monroe County, FL	Hurricane Wilma Removal of Marine Debris and Derelict Vessels	\$3,778,952.80
April	City of Gulfport, Mississippi	Hurricane Katrina Emergency Debris Removal	\$2,798,411.53
DATE 2005	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Jefferson County, TX	Hurricane Rita Emergency Debris Removal	Estimated \$15,000,000.00
October	Westlake, LA	Hurricane Rita Emergency Debris Removal	Estimated \$1,000,000.00
September	Mississippi Department of Transportation (Greene County)	Hurricane Katrina Emergency Debris Removal	
September	Florida Department of Transportation (Monroe County)	Emergency Push for Monroe County	
August	Florida Department of Transportation	Hurricane Katrina Emergency Debris Removal	

### CURRENT PRE-POSITION CLIENTS OF DRC

DRC has been selected as pre-positioned, pre-qualified, or "stand-by" contractor for over 200 government entities and political subdivisions. We currently serve approximately 175 communities in this capacity from the Southwest United States to Florida in the Southeast to the Atlantic Seaboard and New England. We have permanent offices in Houston, Texas, Mobile, Alabama and New Orleans, Louisiana as well as dedicated regional representatives to serve all of our stand-by clients. Stand-by clients also have access, free of charge, to the expertise and training in Emergency Management provided by our consultant Walter Maestri, Ph.D., a longtime, nationally recognized emergency manager.





<b>State of Alabama</b>	Jackson County	
	Silverhill	
<b>State of California</b>	Alameda County	San Bernardino County Public Works
	Los Angeles County	San Bernardino County Flood Control District
	Los Angeles County-prequalified	
	Sacramento County-prequalified	
<b>State of Connecticut</b>	West Hartford	
	Town of Clinton	
<b>State of Florida</b>	Angler's Club Homeowners Association	Miami Springs
	Angler's Homeowners Association	Milton
	Bay County	Monroe County
	Belleair Beach	Monroe County Marine Debris Removal
	Boca Raton	North Lauderdale
	Broward County	North Miami
	Brownwood Community Development	North Miami Beach
	Cape Coral	Ocean Reef Club, Inc.
	Charlotte County - Storm Debris Clearing	Ocean Reef Community Association
	Charlotte County - Emergency Debris Mgmt Svcs	Oakland Park
	Charlotte County School District	Okaloosa County
	Cinco Bayou	Oldsmar
	Citrus County	Orlando
	Coconut Creek	Osceola County
	Crestview	Oviedo
	Cutler Bay	Palm Beach County School District - Debris Cleanup
	Dania Beach	Palm Beach County School District - Debris Removal
	Daytona Beach	Palm Beach Gardens-Food Catering
	DeBary	Palm Beach Gardens-Debris Removal
	Deland	Palm Coast
	Doral	Palmetto Bay
	Escambia County	Pembroke Pines
	FDOT Turnpike - Seminole	Pensacola
	FDOT Turnpike - Orange/Osceola	Pinellas County
	FDOT District 5 Lake, Marion, Sumter	Port St. Lucie
	FDOT District 5- Emergency Debris	Punta Gorda
	FDOT District 5 Flagler, Seminole, Volusia	Santa Rosa County
	FDOT District 6 Emergency Cut and Toss and Debris Removal	Santa Rosa County School District
	Fort Lauderdale	Sewall's Point(2)
	Gulfport	Shalimar
	Hallandale Beach	South Florida Water Management District
	Hernando County	South Miami
	Hillsborough County	St. Cloud
	Hollywood	St. Lucie County
	Indian Creek Village	St. Lucie County Public School District
	Jupiter Island (2)	Sumter County
	Lakeland	Sumter Landing Community
	Largo	
	Lee County(3)	
	Leon County	
	Longboat Key	
	Longwood	
	Manatee County	
	Manatee County School District	
	Martin County	
<b>State of Florida</b>		



<b>State of Georgia</b>	Marco Island Marion County Martin County Mary Esther Miami Miami Beach Miami-Dade County-TDSRS Miami-Dade County-Debris Removal Miami-Dade County-Hauling and Disposal Miami Dade County School District	Development District Surfside Tallahassee Tampa Temple Terrace The Villages (12 contracts) Venice Wellington West Park Weston
	Atlanta Colquitt County Colquitt (City of) Charlton Early County - prequalified	Lowndes County Lumpkin County MARTA Miller County
<b>State of Hawaii</b>	Honolulu	
<b>State of Kansas</b>	Johnson County	
<b>State of Kentucky</b>	Owensboro	
<b>State of Louisiana</b>	Ascension Parish Assumption Parish BREC Calcasieu Parish-Products/Services East Baton Rouge Parish Evangeline Parish Iberville Parish City of New Orleans	Lafayette
<b>State of Maryland</b>	Frederick County(2) Harford County Maryland Dept. of General Svcs. Montgomery County Prince George County	State of Maryland Region A State of Maryland Region B State of Maryland Region C State of Maryland Region D State of Maryland Region E
<b>State of Mississippi</b>	City of Gautier Jackson County	
<b>State of Missouri</b>	Greene County	
<b>State of New York</b>	South Hampton Suffolk	State of New York
<b>State of North Carolina</b>	Atlantic Beach (Town of) Burgaw Cape Carteret (Town of) Carolina Beach(2) Charlotte Duck (Town of) Emerald Isle (Town of) Havelock Hyde County Montgomery	Nags Head (Town of) New Hanover County North Topsail Beach Pine Knoll Shores(Town of) Surf City (Town of)- 3contracts Southern Shores (Town of) Pender County Raleigh Topsail Beach Wilmington(3) Wrightsville Beach
<b>State of Rhode Island</b>	State of Rhode Island (2)	
<b>State of South Carolina</b>	Allendale Bamberg County Barnwell County Beaufort	Oconee County - prequalification Rock Hill South Carolina DOT



<b>State of Tennessee</b> <b>State of Texas</b>	Charleston County	Town of Surfside Beach
	Dorchester County	
	Pickens County - prequalification	
	Nashville-Davidson County	
<b>State of Virginia</b>	Beaumont	Kemah
	Belleaire	Montgomery
	Brazoria County	Morgan's Point
	Chambers County - Debris Removal	Nederland
	Cleveland	Pasadena
	Galveston (City of)(2)	Piney Point Village
	Groves	Port Aransas
	Hardin County (2)	Port Neches
	Harris County	San Antonio
	Houston (2)	Shenandoah
	Houston Galveston Area Council	South Houston
	Humble	Taylor Lake Village
	Huntsville	TxDOT-Harris County
	Jamaica Beach	TxDOT-Nueces County
	Jefferson County	TxDOT-Victoria County
	Jefferson County Drainage District No. 7	Walker County
<b>State of Washington</b>	Central Virginia Waste Management Authority	Virginia Department of
	Virginia Department of Emergency Management-Logistics	Emergency Management-
	Prince William	Emergency Debris Removal
	State of Washington	

## EXPERIENCE WITH FEMA REIMBURSEMENT

For the past fourteen years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

Please see DRC's Technical Approach included in this proposal for further information on FEMA requirements and procedures.





## KEY PERSONNEL

For the past 14 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications and handheld computers.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations.

For brief résumés please see the detailed Key Personnel in Tab 6, Attachments.

## AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and subcontractors own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

300-Trucks			General Information		
Year	Make	Model	Description	Serial #	Tag #
2006	Ford	F-650 4x2	Kitchen Tractor	3FRNW65R16V255189	AL 2X350323
2011	Ford	F750	Truck	3FRPX7FA8BV586561	AL-2X252440
2011	Ford	F750	Truck	3FRPX7FAX8BV586562	AL-2X211477
2011	Ford	F750	Truck	3FRPX7FA1BV586563	AL252441
2011	Ford	F750	Truck	3FRPX7FA3BV586564	AL-2X211474
2011	Ford	F750	Truck	3FRPX7FA5BV586565	AL-2X211478
2011	Ford	F750	Truck	3FRPX7FA7BV586566	AL-2X211476
1996	GMC	TopKick	18' DumpTruck	1GDJ7H1J3TJ509970	AL 2AP705178
2000	Volvo	VNL64T	Tractor	4V4ND3JJ8YN241360	LA P122559
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260
2012	Kenworth	W900	Tractor	1XKWP4TX4CJ327560	AL 2AP770597



## 500 - Trailers

## General Information

Year	Make	Model	Description	Serial #	Tag #
1997	Trail King	501	24' Lowboy Trailer	1TKC0242XVG039030	AL 2TR52563
2000	Featherlite	5'X10'X53'	Command Center	4 FG-L0532-3-YC028239	LA E487851
2000	Wallace	30 Ton	46' Lowboy	DLBT5031000000125	AL 2TR52562
2001	Viking	40 Ton	46' Lowboy	1V9CR46321N062452	AL 2TR52561
1998	Long	700 JBJ	15' Boat Trailer	1LGAMAM1XW1D05046	
2001	Express	UTIL 08 L5X8	Encl Cargo Trailer	4X4TSE2131U301974	AL 2UT06982
2005	Port City Trailers	7x12 SDTA	12' Utility Trailer	4PCU2122751000030	AL 2UT06983
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261
2005	Fleetwood	Pace Arrow 36D	Motorhome	5B4MP67G053402664	AL 2R450116
2006	Dream Coach	7403	Trailer	1D9HG19256P397243	AL 2TR52552
2005	Host	H5TA3800T	48' Boat/Car Hauler	1H9SGWL324W138115	AL 2TR13266
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264
2002	Haulmark	WT-L-BHP 6280	Kitchen Trailer	4XSG540362G041778	AL 2TR52559
2007	Econline	DP2425DA	Debris Dump Trailer	42EDPKV2971000240	AL 2TR13268
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8
2009	Magic Tilt	TCA2452W	Boat Trailer	1M5BA242991E49649	AL 2UT02635
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4045M005682	MS87735T
2004	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4024M005162	AL 2TR13263
2005	Econo	Pintle Hitch 25 ft.	Debris Dump Trailer	42EDPKT2X51000358	AL 2TR13270
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer		MS44480T
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905	
	Top Hat	EH20X7 -14E-F	20' Utility/Car Trailer	4R7BU2022BT110787	
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482
	Utility Trailer	18' Double Axle	Flatbed Utility Trailer		
2012	Talbert	T(4) DW-55SA-HRG-1(EC3/1)	Semi Trailer, Drop Deck	40FSK5232C1031642	Applied For
2012	Talbert	Axle Attachment	4th Drop Axle w/ Axle Extension	40FAK0518C1031878	Applied For

## 700 - Heavy Equipment

## General Information

Year	Make	Model	Description	Serial #	Tag #
	Caterpillar	06R11XW	Track-Type Tractor	AEP00185	
USED	Caterpillar	936F	Wheel Loader	8AJ00249	
USED	Caterpillar	950G	Wheel Loader	3JW01557	
USED	Caterpillar	966G	Wheel Loader	3SW00540	
USED	Caterpillar	938G	Wheel Loader	6WS01225	
2004	Caterpillar	315CL	Excavator	CAT0315CHCJC01004	
	Caterpillar	318CL	Excavator	MDY00240	
2002	Caterpillar	TH63	Telehandler	5WM07638	
	John Deere	240SS	Skid Steer	KV02408440986	





	Caterpillar	D6H	Track-Type Tractor	6FC0624	
2005	Caterpillar	525B	Wheel Skidder (Logging)	3KZ01615	
2003	Caterpillar	D6R11XW	Track-Type Tractor	AEP00183	
USED	Caterpillar	966G	Wheel Loader-4k a month	3SW00469	
1988	John Deere	JD5205	4WD Tractor	LV5205C721215	
2006	Vermeer	SC60TX	Stump Cutter w/trailer	528	
	Caterpillar	287B	Skid Steer	ZSA02843	
USED	Caterpillar	330DL	Excavator	B6H00267	
USED	Caterpillar	330DL	Excavator	NBD00401	
2006	Caterpillar	345CL	Excavator	PJW01322	
USED	Caterpillar	D4 LGP	Track-Type Tractor	0FDC00482	
USED	Caterpillar	D4G LC	Track-Type Tractor	CAT00D4GCTLX00850	
USED	Caterpillar	315CL	Hyrda Excavator	CAT0315CLOCJC02999	
USED	Caterpillar	D4G LGP	Dozer	TLX01103	
USED	Kobelco	SK290	Excavator	LB04U0487	
USED	Case	CX240	Excavator	CAC241714 #GR0213	
USED	Kubota	KX161-3	Excavator	32198 #BK0185	
USED	Kubota	KX161-3	Excavator	31517 #BK0155	
USED	Caterpillar	315CL		0315CTCJC04263	
USED	Caterpillar	320C		0320CHEAG00222	
USED	Caterpillar	320CL		0320CPPAB07195	
USED	Caterpillar	D6M	Dozer	04JN02657	
USED	John Deere	450LGP	Dozer	T0450JX131943	
USED	John Deere	648G	Skidder	DW648GX605181	

## 1400 - Boats/Motors/Barges

## General Information

Year	Make	Model	Description	Serial #	Reg #
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32897L809	LA-9242-FW
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011	
	Quarters Barge	Barge 195'x55'	QuartersBarge	CMS-1113B	N/A
2006	24' Sea Ark	24' Suzuki 150	Alum. Work Boat	SOM29357A606	LA-9243-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32617H809	LA-9244-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM33008B909	LA-9245-FW
1976	20' Monarch	20' 350 Mericruiser	Alum. Work Boat		LA-3134-BN
1976	22' Monarch	22' 350 Mericruiser	Alum. Work Boat		LA-7368-AU
1970's	26' Monarch	26' Suzuki 200 four Stroke	Alum. Work Boat		
1993	FLZ 15'		Airboat	FLZP9813F393	
2000	PAP 18'		Airboat	PAP00028E200	
2001	KENNER	19' Kenner	2001 Fiberglass	KENC02P0K001	
			37' Custom Aluminum Boat	M1Z24299G00	
			35' Custom Aluminum Boat		
	POSEIDON		10'X40' Barge	P118M	
	POSEIDON		10'X40' Barge	P148M	





2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	Gym	Camp	Gym	Each has a serial #	
2011	Laundry	Camp	Laundry	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Gym	Camp	MOD Gym	Each has a serial #	
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #	
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #	

## EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

### Local S/M/WBE Resource Program

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to





strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to [www.drcusa.com](http://www.drcusa.com) to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. The DRC Local S/M/WBE Resource Program Coordinator is Tom B. Combs. Mr. Combs, Director of Governmental Relations, has over 20 years' experience in S/M/WBE development. Mr. Combs served as founder and Executive Director of The Bid Resource Center that was the nation's second and largest non-profit assisting S/M/WBE's in securing government contracts. Subsequently Mr. Combs served as Mayor Pro Tem and Congressional Chief of Staff and Director of the John Gray Institute developing S/M/WBE programs across the state of Texas and the nation.

Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.



## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's C.E.O. has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.





## FINANCIAL STATEMENT

DRC's most recent audited financial statement including our latest balance sheet and income statement is contained in sealed envelope and packaged with this proposal.

821-28-5841



# FINANCIAL STRENGTH AND BONDING CAPACITY

## FINANCIAL STRENGTH AND STABILITY

DRC is, financially, one of the strongest groups in its industry and class. DRC has managed and completed dozens of multimillion dollar contracts in its history. By offering a diverse array of high-quality professional services, DRC has maintained its financial soundness at times when other companies in the industry have struggled to perform. At times following the 2005 and 2008 storm seasons, DRC was over \$100mm out of pocket, prior to receiving any payments from clients. DRC is owned and backed by Alcentra, a global asset management firm wholly owned by the Bank of New York Mellon, with \$21.5 billion in assets under management. Alcentra and its affiliates have invested over \$20mm of capital into DRC, giving the company the ability to respond to any event or challenge. The following are some highlights of DRC's financial capability:

- DRC is capable of insuring projects in any amount and our key coverages are unlimited in amount. With the support of its investors, DRC has over \$10mm of available working capital and has the financial ability to bid on and perform contracts in excess of \$100 million. Please see attached letter from the Bank of New York Mellon for evidence of DRC's financial support and stability.
- DRC has a total bonding capacity of at least \$100,000,000.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. These were simultaneously provided disaster management services. The total value of these contracts is currently estimated at \$200,000,000.00
- In 2005-2006, DRC mobilized, performed, and completed a contract of over \$100,000,000 for the Louisiana Department of Transportation and Development in response to Hurricane Katrina while performing on numerous other projects across the nation.
- During the 2004 Hurricane season, DRC worked 37 separate contracts performing a total of over \$150,000,000 in emergency work, and recovering of over 10,000,000 cubic yards of debris in a four and half month period. Throughout this entire period, all subcontractors were paid on a weekly basis, even though DRC often had to wait up to 30 to 60 days for interim invoice payments.
- DRC has not failed to complete any work awarded to it, has not defaulted on any contracts, has met all financial contractual obligations, and has never filed for bankruptcy.

Bank of Record:  
ServisFirst Bank  
Point of Contact: Nic Balanis  
850 Shades Creek Parkway  
Birmingham, AL 35209  
Phone: (205)949-0341

Insurance Company:  
McGriff, Seibels & Williams of Texas, Inc.  
Contact: Sylvia Valderas, ACSR  
5080 Spectrum Dr., Suite 900E  
Addison, TX 75001  
Phone #: 469-232-2133  
(Sample Certificate Attached)

Surety Reference:  
Assurance Agency  
111 N. Canal Street, Suite 500  
Chicago, IL 60606  
Contact: Matthew V. Buol  
Phone: (312) 625-5590  
(Letter Attached)





Chicago, IL | St. Louis, MO  
www.assuranceagency.com

November 7, 2014

DRC Emergency Services, LLC  
740 Museum Drive  
Mobile, AL 36608

RE: Bonding Capacity

To Whom It May Concern:

DRC Emergency Services, LLC ("DRC") is a valued client of Assurance Agency, Ltd. Bonds for DRC are written by the following surety companies: Argonaut Insurance Company which is rated A (Excellent), Class XII by A.M. Best; Washington International Insurance Company which is rated A+ (Excellent) Class XV by A.M. Best; and Westchester Fire Insurance Company which is rated A+ (Excellent), Class XV by A.M. Best. All three companies are listed on the Federal Register and are licensed to do business in all 50 states.

Argonaut Insurance Company, Washington International Insurance Company, and Westchester Fire Insurance Company currently have established a combined surety facility with a capacity commitment of \$100,000,000. All three surety companies have the utmost confidence in the management of DRC and its financial strength to support its endeavors.

Please note that the decision to issue surety bonds is a matter between DRC and their surety companies and will be subject to their standard underwriting at the time of the final bond request. The surety companies assume no liability to third parties or to you if for any reason none of the three surety companies execute said bonds.

Please feel free to contact me at 312-625-5590 should you have any questions.

Sincerely,

Assurance Agency, Ltd

A handwritten signature in black ink, appearing to read "Matthew V. Buol".

Matthew V. Buol  
Vice President

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

Alcentra Capital Corporation  
200 Park Avenue  
New York, NY 10166

Tel: +1 212 922 8240  
Fax: +1 212 922 8259

■ Alcentra Capital Corporation ■

May 20, 2015

**Re: DRC Letter of Financial Support and Borrowing Capacity**

To Whom It May Concern,

This letter is in support of DRC Emergency Services ("DRC" or the "Company"). I am writing on behalf of Alcentra Capital Corporation ("Alcentra"), which is an affiliate of The Bank of New York Mellon ("BNY Mellon"). Alcentra is the primary lender to DRC and with its affiliates has provided over \$20mm of capital to DRC. Currently, the DRC has over \$100mm of available working capital from Alcentra and its affiliate partners. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

Alcentra Capital Corporation


Alcentra (www.alcentracapital.com) is an externally-managed, closed-end, non-diversified management investment company that has elected to be regulated as a business development company under the Investment Company Act of 1940. Alcentra's investment objective is to generate both current income and capital appreciation primarily by making direct investments in lower middle-market companies in the form of subordinated debt and, to a lesser extent, senior debt and minority equity investments. Alcentra's investment activities are managed by its investment adviser, Alcentra NY, LLC.

The Bank of New York Mellon

As background, The Bank of New York Mellon is a multinational banking and financial services corporation. The Bank employs more than 48,700 individuals in 35 countries, and has over \$1.5 trillion in assets under management and \$27 trillion in assets under custody and administration, thereby being the largest deposit bank in the world. It operates in six primary financial services sectors including advisory services, asset management, asset servicing, broker-dealer, issuance services, treasury services and wealth management.

Please let me know if you would like any additional information.

Sincerely,

  
Paul Echausse  
Chief Executive Officer & President

Subscribed and sworn to before me in my presence, this 20<sup>th</sup> day of May, 2015, a Notary Public in and for the County of New York  
State of New York

(Signature)

Notary Public  
My commission expires \_\_\_\_\_

LORETTA JOHNSTON  
Notary Public, State of New York  
No 01JO5082006  
Qualified in Bronx County  
Commission Expires 7/14/ 2015

## HGAC STATEMENT

Please see attached FEMA Certifications and HGAC vendor list showing DRC Emergency services, LLC to be a currently selected participant of the program.

021-20-5845



Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)



# H-GAC Disaster Debris Clearance and Removal



## Disaster Debris Management

Houston-Galveston Area Council (H-GAC) recognizes the need for communities to perform efficient and timely cleanup of debris generated by natural disasters and/or major storm events. Storms create problems as they are usually costly to clean up and require a large amount of space in area landfills for debris.

## New Program Benefits End Users

In an effort to streamline the procurement process for End Users (i.e. municipalities, counties, school districts, etc.), H-GAC has developed a comprehensive procurement process for Debris Removal Services. H-GAC's decision to pursue the development of a Debris Removal Services procurement program was based in large part on:

- ◆ H-GAC's ongoing commitment to assist End Users in reducing costs and streamlining the procurement processes through their government-to-government procurement services;
- ◆ FEMA policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- ◆ Discussions with FEMA Debris Policy Group regarding recently issued Public Assistance Pilot Program that offers a 5% increase in federal cost-share if local governments meet the necessary requirements concerning debris management.

## Benefits of Program

- ◆ Reduces costs and expedites the procurement process
- ◆ Maximizing eligible FEMA reimbursement
- ◆ Top-notch, quality vendors ensured through screening process

## Selected Vendors

- ◆ AshBritt, Inc.
- ◆ Ceres Environmental Services, Inc.
- ◆ CrowderGulf
- ◆ DRC Emergency Services, LLC
- ◆ Phillips & Jordan, Inc.
- ◆ T.F.R. Enterprises, Inc.



For additional information email: [swinformation@h-gac.com](mailto:swinformation@h-gac.com)

## INDIVIDUAL CERTIFICATIONS

**Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)**

Mark Stafford		NIMS IS-700	
Lisa Garcia		NIMS IS-100 NIMS IS-300 NIMS IS-700	

821-20-5040

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**KRISTY L FUENTES**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700**

**National Incident Management System  
(NIMS), An Introduction**

*Issued this 11th Day of October, 2006*



0.3 IACET CEU

*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**


has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**  
**National Incident Management System (NIMS)**  
**An Introduction**

*Issued this 3rd Day of June, 2010*



0.3 IACET CEU

  
Cortez Lawrence, PhD  
Superintendent  
Emergency Management Institute



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a**  
**Introduction to the Incident Command System,**  
**ICS-100**

*Issued this 31st Day of May, 2010*



0.3 IACET CEU

Cortez Lawrence, PhD  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

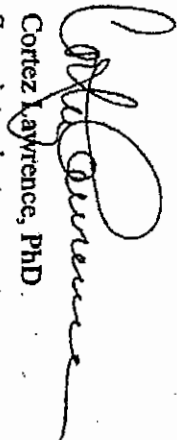
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.a**

**ICS for Single Resources and  
Initial Action Incidents, ICS-200**

*Issued this 4th Day of June, 2010*



  
Cortez Lawrence, PhD  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

2585 92-128

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**LISA M GARCIA**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

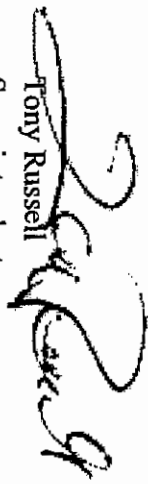
**IS-00100.a**

**Introduction to the Incident Command System,**

**ICS-100**

*Issued this 7th Day of July, 2010*



  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**LISA M GARCIA**


has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 12th Day of January, 2015*



  
Tony Russell  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**LISA M GARCIA**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

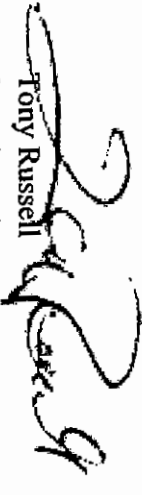
**IS-00700.a**

**National Incident Management System (NIMS)**

**An Introduction**

*Issued this 7th Day of July, 2010*



  
Tony Russell  
Superintendent  
Emergency Management Institute



# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**

**National Incident Management System (NIMS)**

**An Introduction**

*Issued this 10th Day of January, 2014*



*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

9585-82-128

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**MARC D WATKINS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**

**National Incident Management System (NIMS)  
An Introduction**

*Issued this 19th Day of December, 2013*



*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

4585-02-12B

# Emergency Management Institute



## FEMIA

This Certificate of Achievement is to acknowledge that

**KRISTY L FUENTES**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100**

**Introduction to the Incident Command System,**

**ICS-100**

*Issued this 11th Day of October, 2006*



  
Tony Russell  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

8885-82-128

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**MARC D WATKINS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a**

**Introduction to the Incident Command System,**

**ICS-100**

*Issued this 31st Day of May, 2010*



*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

6585-92-128

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**WILLIAM A SWAIN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 2nd Day of February, 2011*



*Tony Russell*  
Tony Russell  
Superintendent  
Emergency Management Institute

0.3 IACET CEU

888-82-1288



**DRC EMERGENCY SERVICES, LLC THREE YEAR  
LITIGATION AND ARBITRATION LIST**

(Updated and Revised: October 30, 2015)

The following is a list of legal matters involving DRC Emergency Services, LLC ("DRCES") filed, pending or resolved in a three year period commencing January 1, 2012 and ending October 30, 2015.

**ALABAMA**

1. *DRC Emergency Services, LLC v. RBM Contracting Services, LLC*, Case No. 2015-900040, Mobile County Circuit Court. Lawsuit to compel arbitration to enforce breached settlement agreement.
2. *Quality Investment Properties Richmond, LLC v. DRC Emergency Services, LLC*, Mobile County Circuit Court, Case No. 2014-900474. Suit for unpaid rent (approximately \$30,000) in connection with an unsuccessful contract bid.
3. *Racon, Inc. v. DRC Emergency Services, Transamerican Equipt. Co., Inc. and Transamerican Equipt. Co., LLC*, Civil Action No. 63-CV-2014-900549. Unquantified suit for heavy equipment storage fees following an auction and sale of the equipment to Transamerican Equipt. DRCEs disputes any obligation for the debt. DRCEs' motion for summary judgment is filed and pending.
4. *Fuzzell v. DRC Emergency Services, LLC*, Civil Action No. 14-2202, United States District Court for the Northern District of Alabama. Claim by Stewart G. Fuzzell for breach of an alleged verbal employment agreement which included a purported verbal revenue share of one-half of \$26 million. DRCEs vehemently disputes the allegations.
- 4(a) *Cahaba Disaster Recovery, LLC v. DRC Emergency Services, LLC*, Civil Action No. 01-CV-2015-903953, Circuit Court, Jefferson County, Alabama. Payment claim by plaintiff in the amount of \$2,903,633.24 for work allegedly performed on a tornado debris removal project. DRCEs disputes plaintiff's claim.
5. *DRC Emergency Services, LLC and Liberty Mutual Insurance Company v. R. Baker, Inc.*, Civil Action No. 14-2281, United States District Court for the Northern District of Alabama, Birmingham Division. Declaratory action filed by DRCEs and its surety against a sub-subcontractor regarding non-liability for lower tier sub-subcontractor claims. Amount in controversy is approximately \$1.9 million.
6. *B&B Environmental Services, et al v. DRC Emergency Services, LLC, et al*, Mobile County, Alabama Circuit Court, Case No. 14-903439. Unquantified suit by lower tier sub-subcontractors for payment claiming existence a partnership between DRCEs and its former subcontractor. DRCEs disputes the allegations.
7. *Weston v. DRC Emergency Services, LLC, et al*, Civil Action No. 13-900067, Marshall County, Alabama Circuit Court. Unquantified personal injury/wrongful death claim. Decedant was an employee of a lower-tier subcontractor. OSHA investigated and issued no citation. DRCEs' insurer is defending.
8. *International Camp Sales & Service v. DRC Emergency Services, LLC, et. al.*, Circuit Court of Mobile County, AL, Case No. 09-902111. Dispute over an alleged commission

agreement for sale of equipment. Lawsuit removed to United States District Court for the Southern District of Alabama, Case No. 09-775, then remanded to state court. Matter stayed pending arbitration. Arbitration ruling against DRCES final. DRCES satisfied and paid claimant. Lawsuit dismissed August 22, 2014.

9. *Williams v. DRC Emergency Services, LLC, et al*, Case No. 2011-903718, Jefferson County, Alabama. Traffic accident case involving an alleged subcontractor. Case settled September 23, 2013 and dismissed September 24, 2014.
10. *Hodges v. DRC Emergency Services, LLC, et al*, Mobile County, Alabama Circuit Court, Case No. 11-902571. Traffic accident. Property damage and personal injury claims. DRCES' insurer defended. Case settled and dismissed on August 19, 2013.
11. *Luc Raymond v. DRC Emergency Services, LLC*, Case No. 2012-CV-901342, Mobile County, Alabama Circuit Court. Lawsuit for earthquake related work performed in Haiti. Case Settled and dismissed July 24, 2014.
12. *Group CG Builders v. DRC Emergency Services, LLC, et al*, United States District Court for the Southern District of Alabama, Case No. 11-729, on appeal to the United States 11th Circuit Court of Appeals, Case No. 12-14586. Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in United States against DRCES dismissed by district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending.
13. *Black Warrior Solid Waste Authority v. DRC Emergency Services, LLC*, Tuscaloosa County, Alabama Circuit Court, Case No. 2013-900472. Collection dispute involving disposal fees. Case settled and dismissed on August 15, 2013.
14. *Acton Plumbing & Heating Co., Inc. v. DRC Emergency Services, LLC*, Case No. 2014-904235, Jefferson County, Alabama Circuit Court. Claim by lower-tier sub-subcontractor for tornado recovery work. Case settled and dismissed on November 12, 2014.
15. *DRC Emergency Services, LLC v. Experian*, United States District Court for the Southern District of Alabama, Civil Action No. 11-485. DRCES claim against credit reporting bureau. Case dismissed on February 8, 2012.
16. *DRC Emergency Services, LLC v. Bassana*, Case No. 2012-CV-544, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on July 16, 2012.
17. *DRC Emergency Services, LLC v. Hodge*, Case No. 2012-CV-207, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on April 5, 2012.

## FLORIDA

18. *DRC Emergency Services, LLC v. Ashbritt, Inc.*, United States District Court for the Southern District of Florida, Civil Action No. 14-62924. Business disparagement claim. Matter pending.

## KENTUCKY

19. *Bellsouth Telecommunications, Inc. v. DRC Emergency Services, LLC*, Case No. 11-37, County Circuit Court, Kentucky. Property damage claim to utility pole. Case settled and dismissed on February 20, 2014.

## LOUISIANA

20. *Fin & Feather v. Plaquemines Parish, Cahaba Disaster Recovery, All South Consulting Engineers and DRC Emergency Services, LLC*, Civil Action No. 56-844, 25th Judicial District Court, Plaquemines Parish, Louisiana. Unquantified property damage claim. DRCES' insurer and the insurer for subcontractor defending via a defense/indemnity demand by DRCES.

21. *Cora Williams v. DRC Emergency Services, LLC, Beck & City of New Orleans*, Civil Action No. 2009-4151, Orleans Parish Civil District Court. Unquantified property damage claim. DRCES insurer defending.

22. *Gulf State Construction v. DRC Emergency Services, LLC*, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking payment for site work and demolition work. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work.

23. *Southern Industrial Contractors v. DRC Emergency Services, LLC*, Civil Action No. 613964, 19th Judicial District Court, East Baton Rouge Parish, Louisiana. This lawsuit arises out of a roadway construction project. DRCES was a subcontractor to Southern Industrial Contractors (SIC). Two roads were constructed by DRCES. SIC filed suit against DRCES contending that DRC's work was substandard. SIC conducted third-party testing on both roads, which were determined to be structurally sound. Both roads were accepted by project owner.

24. *McGraw v DRC Emergency Services, LLC*, Case No. 2009-51580, First City Court of New Orleans. Property damage claim during a demolition project. Plaintiff sued DRCES and lower-tier subcontractor. Claim dismissed as to DRCES on summary judgment.

25. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step



in the litigation since 2011.

26. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

27. *DRC Emergency Services, LLC v. City of Westlake*, Case No. 2011-5412, 14th Judicial District Court, Calcasieu Parish, Louisiana. Claim by DRCES for non-payment for post-disaster recovery services. The matter was settled on April 16, 2012.

28. *Nora v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148773 and *Phillips v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148,774, Jefferson Parish, Louisiana First Parish Court. Minor property damage claims to natural gas line that utility neglected to disconnect during a demolition project. Cases settled and dismissed on January 10, 2013 (Case No. 148,773) and January 13, 2013 (Case No. 148,774).

29. *Hatcher v. DRC Emergency Services, LLC, et al*, Case No. 09-7695, Civil District Court of Orleans Parish, Louisiana. Property damage claim for striking a fence attached to an abandoned home. Case settled for nuisance value and dismissed on February 6, 2014.

30. *Lincoln v. Plaquemines Parish, et al*, Case No. 57-205, 25th Judicial District Court, Plaquemines Parish, Louisiana. Property damage claim arising out of canal debris removal project. Case settled and dismissed on April 30, 2013 (main demand) and July 23, 2013 (third party demand and cross claims).

31. *First Equity v. DRC Emergency Services, LLC, et al*, Case No. 58-937, 25th Judicial District Court for Plaquemines Parish, Louisiana. Suit by landowner regarding canal silt placed on property. Case Settled and dismissed on April 1, 2013.

32. *Pivach, Pivach v. DRC Emergency Services, LLC, et al*, Case No. 11-1793, United States District Court for the Eastern District of Louisiana. Suit by landowner regarding canal silt placed on property. Case Settled and dismissed on March 18, 2013.

33. *B&S Equipment v. DRC Emergency Services, LLC, et al*, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 11-3144, then remanded to state court. Claim by lower-tier sub-subcontractor for unpaid work. Case settled on July 3, 2014.

34. *DRC Emergency Services, LLC v. Eaton, Poli-Sync, et al*, Orleans Parish, Louisiana, Civil District Court, Case No. 12-1921. Suit for declaratory judgment involving a contract dispute. Case voluntarily dismissed on June 28, 2013.

35. *Pennington Construction v. DRC Emergency Services, LLC, et al*, Case No. 617389, 19th

Judicial District Court East Baton Rouge Parish, Louisiana. Suit for retainage on project. Case settled on March 20, 2013 and dismissed April 8, 2014.

36. *Lauren Banks v. Starr Indemnity and Liberty Co, et al*, Case No. 13-51237, First City Court for the City of New Orleans, LA. Automobile accident/personal injury lawsuit. Case settled and dismissed on August 2, 2013.

37. *Southland Plumbing Supply v. DRC Emergency Services, LLC*, Case No 153-926, Jefferson Parish First Parish Court. Collection suit by a supplier on construction project. Case settled and dismissed on February 26, 2013.

38. *Harbor Community Church v. Cahaba Disaster Recovery, LLC, et al*, Case No. 2013-10113, Orleans Parish, Louisiana Civil District Court. Property damage claim. Case settled and dismissed on June 23, 2014.

39. *Colletti vs. Tiger Tugz, LLC*, Case No. 10-1099, United States District Court for the Western District of Louisiana. Maritime personal injury lawsuit. Settled by insurers and dismissed on May 10, 2012.

40. *Bayou Fuel v. DRC Emergency Services, LLC*, Case No. 11-2894, United States District Court for the Eastern District of Louisiana. Collection claim for fuel supplied in connection with the BP oil spill project. Case settled and dismissed on March 26, 2013.

41. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

42. *DRC Emergency Services, LLC, et al v. ARHB, LLC, et al*, Case No. 57-239, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim asserted by DRCES and DBR Associates against a subcontractor for breach of contract in connection with a public works construction project. The matter was settled and the suit dismissed on July 12, 2012.

43. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

44. *DRC Emergency Services, LLC v. City of Westlake*, Case No. 2011-5412, 14th Judicial District Court, Calcasieu Parish, Louisiana. Claim by DRCES for non-payment for post-disaster recovery services. The matter was settled on April 16, 2012.



**MISSISSIPPI**

45. *DRC Emergency Services, LLC v. City of Louisville*, Mississippi, Case No. 2014-087-CVM, Circuit of Winston County, Mississippi. Disaster debris removal contract award protest by DRCES. Dismissed February 26, 2015.
46. *Touchstone v. DRC Emergency Services, LLC, et al*, Case No. 11-185, United States District Court for the Northern District of Mississippi. Suit for alleged services and equipment provided on a construction project. Case settled and dismissed on August 23, 2013.
47. *Graves and Palmertree v. DRC Emergency Services, LLC*, Case No. 2012-179, Desoto County, MS. Collection suit for unpaid attorney's fees. Case settled and dismissed February 19, 2013.
48. *Dien's Auto Sales & Salvage, Inc. v. DRC Emergency Services, LLC, et al*, Case No. CV2011-107GCD, Circuit Court Desoto County, Mississippi. Claim by an equipment supplier to a subcontractor. Claim was settled and dismissed on June 5, 2012.

**MISSOURI**

49. *Environmental Works, Inc. v DRC Emergency Services, LLC*, Circuit Court, Greene Co., MO, Case No. 1331-CC00237. Suit for breach of contract for work in Joplin, MO regarding air monitoring services. Case settled and dismissed on June 10, 2014.
50. *Waste Corporation of Missouri v. DRC Emergency Services, LLC*, Case No. 12AO-CC00081, Circuit Court Jasper County, Missouri. Suit for unpaid waste disposal fees. Case settled and dismissed on May 16, 2012.

**NEW YORK**

51. *DRC Emergency Services, LLC v. Fuzzell*, Case No. 15-1000, United States District Court for the Southern District of New York. Suit to recovery equipment.

**NORTH CAROLINA**

52. *Caroline-A-Contracting v. DRC, Inc. d/b/a DRC Group DRC Emergency Services, LLC and Ray Peele*, Case No. 12-CvD-0394. Claim by lower-tier subcontractor for non-payment. Case settled and dismissed on December 16, 2014.

**NORTH DAKOTA**

53. *Moorhead Electric v. DRC Emergency Services, LLC, et al*, Case No. 12-126, United States District Court for the Northern District of North Dakota. Collection suit by subcontractor on

a construction project. Case settled on January 30, 2013 shortly after acquisition by new ownership. Case dismissed on November 4, 2013.

54. *Wagner Construction v. DRC Emergency Services, LLC*, Civil Action No. 12-144, United States District Court for the Northern District of North Dakota. Claim by subcontractor on a construction project. Matter settled shortly after acquisition of DRCES by new ownership. Case dismissed on February 5, 2013.

## TEXAS

55. *Commerce Street Capital v. Pate, et al*, Civil Action No. 14-1802, United States District Court for the Northern District of Texas, Dallas Division. Suit by investment banker for non-payment of approximately \$400,000 in connection with the prior acquisition of DRCES by new owners. DRCES disputes obligation for the alleged debt. The debt is owed by buyers not DRCES.

56. *Segler Enterprises v. DRC Emergency Services, LLC*, Case No. 931,609, Harris County, Texas. Landlord sued DRCES for past-due rent; DRCES counterclaimed for damages caused by water leaks in leased premises. Following a defense jury verdict, DRCES prevailed at trial on its counterclaim against landlord for damages. Case settled following trial and was dismissed on February 20, 2013.

57. *Wells v DRC Emergency Services, LLC*, Case No. JC-134-11, Small Claims Chambers, Texas. Suit for alleged minor damage to land. Case settled August 6, 2013.

58. *Mustang Rentals v. DRC Emergency Services, LLC, et al*, District Court, Harris, Texas, Case No. 2013-22617. Claim for rental fees owed by subcontractor. Case settled and dismissed on June 11, 2013.

59. *Albert J. Isakson v. DRC Emergency Services, et al*, United States District Court for the Southern District of Texas, Case No. 1:12-CV-227. Suit for additional compensation for work performed in Guam in or about 1998 on a disaster recovery project. DRCES was not a contracting party. Case dismissed without prejudice by order dated June 26, 2012.

60. *Rankin v. DRC Emergency Services, LLC*, Case No. 10-1343, U. S. District Court for the Southern District of Texas. Collection suit by lower tier subcontractor for site management work on a disaster recovery project. Mediation unsuccessful. Plaintiff verdict at trial. Case settled on appeal; judgment satisfied on July 10, 2012.

61. *Gonzales v. DRC Emergency Services, LLC, et al*, Civil Action No. 2010-27703, Harris County, Texas District Court. Claim by lower-tier sub-subcontractor. Claim settled and lawsuit dismissed April 23, 2012.

62. *In re DRC Emergency Services, LLC*, Case No. 2012-38503, 333rd Judicial District, Harris County Texas. Lawsuit to conduct discovery in anticipation of litigation.

## WASHINGTON D.C.

63. *Kelley Drye & Warren v. DRC Emergency Services, LLC*, Case No. 2013 CA-001626C, Superior Court, Dist. of Columbia. Collection suit for attorney's fees. Case settled and dismissed on May 17, 2013.

## BP OIL SPILL RELATED LITIGATION

64. The lawsuits set forth in Sub-paragraphs 64(a)-(cc) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to personal injury tort-based and contract-based claims. Pursuant to the BP-DRCES Master Subcontract Agreement, BP is obligated to defend and indemnify DRCES. With one exception, BP has honored all defense/indemnity tenders by DRCES, has appointed defense counsel and has funded settlements of plaintiffs' claims:

a. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, United States District Court for the Eastern District of Louisiana, Civil Action No. MDL 2179. This is the lead case in the BP Multi-District Litigation.

b. *Caulfield v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1891.

c. *Black v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-867.

d. *Pearson v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863.

e. *Lambert v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311.

f. *Baudier v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286.

g. *Turner v. DRC Emergency Services, LLC, et al.*, Case No. 52826, Harris County, Texas Circuit Court, removed to USDC EDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.

h. *McCormick v. DRC Emergency Services, LLC*, 11-2141 Civil Action No. 11-2141. Settled and dismissed on March 18, 2013.

i. *Turlich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076.

j. *Luke Boudreaux v. The DRC Group, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179.

k. *Fitzgerald v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650.

l. *Matherne Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449.

m. *Rodrigue Business Associates v. DRC Emergency Services, LLC*, United States District Court for



the Eastern District of Louisiana, Civil Action No. 11-445.

n. *Pearson and Black v. DRC Emergency Services, LLC*, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778.

o. *Chad Rogers v. DRC Emergency Services, LLC*, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295.

p. *Frelich v. DRC Emergency Services, LLC*, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616.

q. *Foussell, et al v. DRC Emergency Services, LLC*, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195.

r. *Trung v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766.

s. *Daigle v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2499.

t. *Duong, et al v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. (DRCES tendered to BP for defense/indemnity; awaiting response).

u. *Duong, et al v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605.

v. *Dinwiddie v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. (DRCES tendered to BP for defense/indemnity; awaiting response).

w. *Brown v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. (DRCES tendered to BP for defense/indemnity; awaiting response).

x. *Elmer Rogers v. DRC Emergency Services, LLC*, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USDC EDLA Civil Action No. 14-2285 (DRCES tendered to BP for defense/indemnity; awaiting response).

y. *Gros, et al v. DRC Emergency Services, LLC*, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1824. Wage claim. Settled and dismissed March 21, 2013. Related matter *DRC Emergency Services, LLC, et al v. BP Exploration & Production, Inc., et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2510. Settled and was dismissed on March 7, 2014.

z. *Hayden v. Mitchell Liftboats, LLC v. DRC Emergency Services, LLC*, et al, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5234 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.

aa. *Hayden v. A.M.C. Liftboats, Inc. v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to

U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5235 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.

bb. *In re Triton Asset Leasing GmbH*, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179.

cc. *Alexander v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179

#### DOMINICAN REPUBLIC

65. *Group CG Builders v. DRC Emergency Services, LLC, et al*. Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in the United States against DRCES dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. See No. 12 above. Suit in Dominican Republic pending.



# TECHNICAL APPROACH

**The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.**

## INTRODUCTION

DRC Emergency Services, LLC has had the privilege of holding this contract with Harris County for over ten years and is uniquely qualified to understand and serve the disaster management and debris clearing needs of Harris County. Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC and has been for over fourteen years. In sum, DRC has years of technical experience in successfully meeting every need encompassed by the Scope of Work in this RFP in the context of every scenario envisioned by this RFP.

More importantly, DRC has extensive experience in serving the needs of the State of Texas, having responded to several disasters there over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts. Finally DRC's Houston Headquarters are located in Harris County enabling us to quickly and efficiently respond to the needs of the County.

## PREPARE

As veterans of numerous disaster recovery events, DRC Emergency Services, LLC understands the importance of preparation to ensure a timely and successful response to natural and man-made disasters. Disaster preparedness involves marshaling the resources needed to respond effectively. A jurisdiction must have a plan for response, trained personnel to respond, and necessary resources. DRC works with its clients to provide and develop a series of checklists. These guides help employees better prepare themselves at home and work, which in turn will help them respond in a timely manner during a disaster.

### ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

No less than 72 hours before impending impact, the Regional Manager makes contact with the County to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential Debris Management Sites (if not pre-established in the contract). This information is reported to all officers and senior project managers.

### PERSONNEL

Responsibilities of key positions for this proposal include:



**Chief Executive Officer (C.E.O.)** Mark Stafford is positioned at DRC headquarters. He directs and supervises all operational aspects of DRC ES in response to a Task Order. The C.E.O. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, Mr. Stafford initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The C.E.O. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate "responsible party" until all obligations of the contract are fulfilled.

**Regional Manager (R.M.):** Brain LaRiviere is a member of DRC's management and serves as principal liaison to Harris County. Upon Task Order, Mr. LaRiviere will be on call and available to respond to the point of contact 24 hours a day, seven days a week. He will have full electronic linkage to Harris County via cell phone, satellite phone, internet, and/or two-way radios. .

**Project Manager (P.M.):** For this contract, Sam Dancer is the Project Manager and responsible for overall management of day-to-day operations. His duties primarily exist in the oversight of field activities, although he serves as administrator of his supervisors and office personnel. All Field Supervisors, Crew Supervisors, Quality Control Managers, Safety Managers and Site Managers report to the P.M. throughout the day, seven days per week. Mr. Dancer will hold daily meetings with staff to discuss debris mission issues at a central location that is open to Harris County. Duties also include documentation management and public relations. He reports directly to Harris County, as well as the Regional Manager, but is instructed to take action if the Safety Manager or Quality Control manager raises safety concerns. He also has the authority to stop work. Mr. Dancer fills out and submits daily reports to the Regional Manager for all activities within his zone.

**Crew Supervisor:** This position is responsible for individual crews or groups of crews working within a specific debris zone. The Crew Supervisor will oversee the actual collection and loading of debris, along with proper segregation and identification. Supervisors are also tasked with ensuring safe traffic control with the aid of the Quality Control Manager and Safety Manager. The Crew Supervisor handles zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones, and crews will subsequently be assigned sub-zones. Crew Supervisors will distribute crew maps and manage production and boundaries within the zones.

**Site Manager:** The site manager will be assigned to each site located within the debris mission, including DMS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the Project Manager, but also communicate with Crew Supervisors and Field Supervisors.

## MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.



Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, by checklist, that the command center contains all required equipment and supplies, that communications have had a full systems check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

### **Compliance Measures**

DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish Harris County with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

DMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to Harris County complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention/Suppression Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, DMS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

### **Project Mobilization Team**

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will then conduct an immediate disaster assessment in coordination with Harris County staff and begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.





**Rapid Deployment Crews**

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet Harris County production rate targets.

**RESPOND**

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for fourteen years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC ES will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers **immediately** upon receipt of a Task Order Notice to Proceed that shall meet all requirements of Harris County, Texas.

**RESPONSE TIMELINE**

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

**Project Mobilization Team**

DRC's Project Mobilization Team of Project Managers and administrative staff are located at our Houston Headquarters within Harris County and can immediately mobilize upon receipt of Task Order notification prior to or immediately following a disaster event.

**Rapid Deployment Crews**

The DRC full project administrative staff will be on site with 24 hours of Task Order. Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with 5 or more Rapid Deployment Crews.

**Operations Manager**

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to Harris County, Texas. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the County via cell phone, satellite phone, internet, and/or two-way radios.



**Operational Plans**

Within 3 days of Task Order Notice to Proceed, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors. Quality Control Plan will be submitted within 30 days of award.

**Measurement**

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by the Harris County, Texas or representative thereof. DRC will provide appropriate measurement forms as specified by the Harris County, Texas.

**ADMS Implementation**

The Project Mobilization Team will begin implementation of the Automated Debris Management System (ADMS) within 72 hours. Full implementation will be complete in no more than 30 days. DRC will provide multipart paper-based debris tracking materials until such time as the ADMS is fully implemented.

**MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)**

This operation is accomplished when time is of the essence, normally within the first 70 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by Harris County, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of the Harris County, DRC crews will work independently or in conjunction with the Harris County crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period.

The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with





chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

### **Operations**

- Clear debris from roads in the order of and number of lanes as tasked by Harris County.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by Harris County.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Safety will not be compromised. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and to prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

### **DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY**

Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of three to five hauling vehicles of 30 to 100 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or directed by Harris County, crews will be augmented by equipment and personnel in order to gain hauling efficiency.



## LOADING AND HAULING OPERATIONS

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form DRC-DM-12. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing Section 1 of form DRC-DM-12. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction

### DRC Emergency Services, LLC

Contract # \_\_\_\_\_

Location \_\_\_\_\_

#### Cubic Yard Load Ticket

No. 132191

Agency Initials

Zone/Area

Mileage

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Crew No.: \_\_\_\_\_ Pick-Up Location: \_\_\_\_\_

Cubic Yard Total: \_\_\_\_\_

Truck No.: \_\_\_\_\_ Truck Capacity: \_\_\_\_\_

#### Materials:

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Vegetative  | Miles                            |
| <input type="checkbox"/> C + D       | <input type="checkbox"/> 0 - 15  |
| <input type="checkbox"/> White Goods | <input type="checkbox"/> 16 - 30 |
| <input type="checkbox"/> OTHER       | <input type="checkbox"/> 31 - 50 |

Comments: \_\_\_\_\_

#### Signatures:

Agency: \_\_\_\_\_

DRC ES, LLC: \_\_\_\_\_



and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated Debris Management Sites and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metallic debris
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

DRC will cover loads with tarpaulins to contain debris.

## MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

- **Vegetative Debris**

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming (including Hanger and Leaners located on





improved public property, overhanging and threatening a public use area or a possible threat to traffic); 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

It is the policy of DRC to maintain all debris work sites at the appropriate use standards, safety standards, and regulatory requirements. Debris removal operations should be closely overseen by Harris County, Texas or Harris County, Texas-approved representative and/or foreman on-site during all working hours. These representatives are to ensure and document the removal and recovery of only eligible debris and should initiate the multi-part debris documentation program.

- **Construction and Demolition (C & D) Debris**

C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar, if not identical, to those of vegetative debris operations. DRC and its subcontractors own or have access to the equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes, most with grapples, knuckle boom loaders, dump trucks, dump trailers and service trucks.

- **Metallic Debris and White Goods**

White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to debris management sites prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece



of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

- **Hazardous and Toxic Waste**

Hazardous and toxic waste (HTW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered de minimis. These procedures include the segregation and removal of HTW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW within each DMS. Recovered HTW is removed to a proper disposal site or temporarily stored in the HTW disposal areas constructed within each DMS as required. HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC for professional and immediate HTW recovery support on an emergency basis.

- **Asbestos Containing Materials**

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has several on staff. ACMs will be encapsulated for hauling, in accordance with OSHA and EPA regulations, and brought directly to an asbestos accepting disposal facility.

All special wastes will be handled according to the removal and disposal specifications of Harris County, and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.

## **DMS ESTABLISHMENT**

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish DMS (Debris Management Sites) at locations identified in conjunction with local governmental entities, including, but not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. Typical DMS establishment crews will consist of:





*Equipment:* 1 Trackhoe, 2 Dozers, 2 towers, 5 16-20 cubic yard dump trucks, 1 rubber tired loader, 1 water truck, 1 motor grader

*Personnel:* 1 Site Manager, 8 equipment operators, 2 Supervisors, 4 laborers

DMS teams will also *secure* all necessary clearances, permits, and licenses to operate the site and will submit *Site Plans* to Harris County complete with *Site Specific Safety* and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, DMSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile. Ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Site locations are normally reviewed and approved in advance for future disaster events. Site selection criteria includes ownership (privately owned vs. the preferred government owned site), size requirements based on quantity of debris projected, location within or in the proximity of the affected area, and the history of the site (such as historical or archaeological significance, environmental impact, security considerations and proximity to the general public).

DRC normally operates and manages an appropriate number of DMSs strategically located throughout the disaster area to accept and process all categories of debris. Primary site preparation may include, but is not necessarily limited to, construction and maintenance of primary roads for ingress or egress, and any roads required within the site, environmental requirements, inspection and observation towers, wind-blown debris control fencing, silt fencing and storm-water retention and diversion berms. To facilitate the documentation and quality control system utilized by DRC, a sturdy roofed inspection towers are constructed and/or delivered during this early phase of site preparations. ORC also typically constructs an area for office trailers and parking for administrative personnel, inspectors and Harris County personnel.

Please see DRC's list of proposed DMSs attached.

**Documentation** - A narrative description shall be prepared for each site. Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location. Still photographs or video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents. Environmental Sampling to include:

- Random soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure when possible contamination is evident.
- Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.



- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative.

## DEBRIS SITE MANAGEMENT

DRC shall provide all specified equipment, operators, and laborers for DMS management, debris reduction operations, and provision of an Automated Debris Management System.

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish a Debris Management Site (DMS) at locations previously identified in conjunction with Harris County, and contained within the body of this document. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the DMS equipment and crew may consist of: Air Curtain Incinerator, one trackhoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one night manager, eight equipment operators, two supervisors, five laborers, light plants, and possibly a HTW containment systems.

DMS teams will have also secured all necessary clearances, permits, and licenses to operate any sites if not permitted prior to the disaster and will submit Site Plans to Harris County complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. DRC will provide 24 hour per day, 7 days per week site security and fire watch for any DMS under DRC's control. Within 48-72 hours, DMSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

The inspection of every load, in and out, is critical to the documentation of the overall process. The DMS inspection towers provide a location for load verification and documentation programs of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations.

**Maintenance/Fuel Vehicles And Personnel** - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.



**Staging** – The following information will be utilized to create a location specific site management plan and site safety plan.

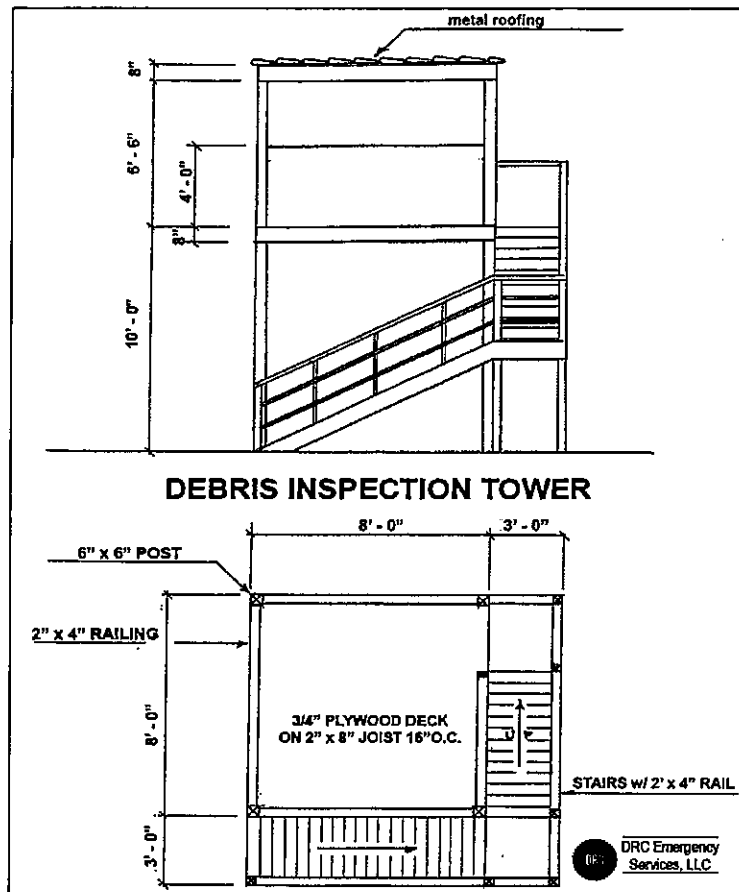
- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by Harris County and appropriate authority having jurisdiction over primary road right-of-way. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use (i.e. -rock laid roads).

- **Inspection Towers** -

Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower should be manned by at least

a representative of The Company. An example blueprint, construction of, and design of a typical inspection tower for Harris County operations is attached at the end of this plan.

- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.



- **Clearing And Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from Harris County.
- **Environmental Protection** - DRC's "Environmental Protection Plan", which incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others), is incorporated in full by attachment at the end of this plan. Environmentally sensitive areas (i.e. -wetlands, habitat, historical sites, etc.) within, or in proximity to, a debris staging site, will be avoided, designated as sensitive, protected, and access restricted to the extent possible, from adverse impact. Activity within environmentally sensitive areas will be prohibited. All requirements of pertinent environmental standards will be complied with.

## DEBRIS SEGREGATION

**Debris Segregation Staging Sites** – Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled. Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary. Vegetative debris will be placed into two separate piles. The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed. All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected job to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed. The Company will consult with the government, local fire officials and pertinent environmental officials regarding the requirements for stock piling of C&D debris. White goods will be segregated, as required by the government task order. White goods will be placed and stored until instructed by the government as to its final disposition. Salvageable/recyclable materials will be segregated, as required by the government task order. Salvageable/recyclable materials will be placed and stored until instructed by the government as to its final disposition. HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW. The HTW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan as well as the Corporate Environmental Protection Plan (EPP). HTW will be placed and stored until instructed by the government as to its final disposition.

## PROCESSING

Processing may include, but is not limited to, reduction by tub grinding and/or chipping,





incineration when approved, or other alternate methods of reduction such as compaction, baling, separation, recycling, crushing or shredding. Prior to reduction operations being undertaken, all debris is normally segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous and toxic wastes (HTW). Further detailed segregation of materials by classification (tires, batteries, metals, roofing materials, etc.) is often required. This segregation operation utilizes both manpower and specialized equipment. The equipment could include front-end loaders and trackhoes with buckets, grapples and/or Electro-magnets, mechanical screens, and/or knuckle boom loaders to segregate burnable from non-burnable debris. The manpower requirements are primarily supervisors, equipment operators, mechanics, flagmen, inspectors and general laborers, with the exception of the hazardous materials/operation, which requires specially trained and equipped technicians. An experienced site manager, in conjunction with reduction, sorting, hazardous materials, recycling and safety supervisors, manage, operate and supervise the day-to-day site operations. All reduced debris, as well as non-reducible debris, is recycled, destroyed or disposed of at permitted (if required) recycling or disposal sites, as directed by the contracting authority.

Processing of debris is a critical element in a successful DMS operation. The proper processing techniques applied to the appropriate debris type can streamline production and reduce overall cost. Tub grinding and/or chipping is believed to be the most environmentally friendly form of volume reduction for vegetative and select C&D debris and produces an average of 4:1 or greater reduction in volume. The chips produced as a product of grinding and/or chipping can often be utilized as a recyclable product. Chips can be utilized as daily cover in a landfill operation, given away as a landscaping product to the general public, given away or after-marketed to an incineration facility as a fuel source, utilized as an agricultural supplement, and in numerous other uses.

Incineration is another cost effective reduction technique and can produce as much as a 95% reduction in overall burnable debris volume. Although the least environmentally friendly option, open air burning has been successfully utilized by ORC when directed by clients. The typical vegetative natural disaster debris, when open-air burned creates substantial smoke and air pollution. Air-Curtain incineration, however, by design, eliminates the majority of particulate and smoke pollution while increasing the burn rate volume. Air-Curtain Incineration can be accomplished through the construction of an underground burn pit, the construction of an above ground burn pit or by the utilization of a pre-fabricated portable incineration unit.

## DEBRIS REDUCTION METHODS

### Grinding and/or Chipping Operations

Grinding and/or chipping operations will be accomplished on all vegetative debris, not reduced by burning operations. Grinding and/or chipping operation is the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is, however, the most time consuming and costly reduction operation due to material handling and haul disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous





jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all effected job functions.

A track-type tractor with blade or a rubber tire loader will pick-up, and stockpile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire conflagration.

All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

Fire Extinguishers -Fire extinguishers will be located throughout each debris-staging site as required by the site management plan, site safety plan, OSHA requirements and government task order. All grinding and/or chipping operations personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

### **Open Air Burning**

Open air burning of disaster related debris is prohibited by and within numerous jurisdictions. This will be accomplished on vegetative debris and/or clean woody debris only when directed by government task order. Under no circumstance will open air burning be conducted on C&D debris that is known, considered or suspect, by the government and the Company, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.). All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Open air burning will be conducted above ground level. No open air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will

### **Air Curtain Burning**

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain



burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures in DRC's Environmental Protection Plan (EPP) to determine if there is a need to install a ground-water protection barrier in the Ash Disposal Area. Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination. Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of the EPP. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the EPP to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

## RECYCLING STRATEGIES

**Vegetative Debris:** Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product. Although some local governments have purchased wood processing equipment, others find it more cost effective to contract out the services.

**Aggregates:** Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

**Construction and Demolition Debris:** Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous



components. These materials can be managed by using existing recycling facilities, and supplemented by establishing temporary C&D processing sites in areas where adequate recycling infrastructure does not exist.

**White Goods and E-waste:** Televisions, computer monitors, DVD players, radios and cell phones. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However a number of materials like metals and plastics in electronics can be recycled, reducing pollution while saving energy and resources. Freon and metals recovered from white goods are thoroughly recyclable and marketable. Revenue generated from the recycle of such wastes is typically returned to government entity following cost.

Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

**Composting to produce valuable fines and to de-contaminated materials:** Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities, and to decontaminate hydrocarbon-affected soils in remedial actions. Windrow turners, such as pictured at right, mix and oxygenate the organic materials. Other, more-compact composting methods are also available using containerized systems. The end result is humus, which may be used for wetlands restoration, soil building, and mulch.

**Segregation of bricks and aggregate for low-grade structural uses:** Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

**Recycling of glass and ceramics into durable fines:** Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and also for wetlands restoration and beach renewal.

**Recovery of copper and other metals:** Copper wire and other metals may be separated and profitably recycled into new wires, signs, and light-duty structures, as was done by Florida Power and Light after Hurricane Andrew.

**Production of biofuels for distributed use:** The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced. While this may involve an out-of-state company with significant experience in this area, the Subcommittee is mindful that a local project developer should remain involved.





## PROMPT COMPLAINT RESOLUTION

Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.

## PROJECT CLOSEOUT

The scope of remediation is determined during operation and closure, by terms of the land lease (if any), government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

**Closure Procedures** - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition. If contaminants are identified in post use test results that were not present in pre-use test results, remediation of the site or area will be accomplished in accordance with Federal, State and local regulations, as well as current industry standards.

**Removal of Debris** - Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site, if not already accomplished under separate agreement by the Government.

**Removal Of Temporary Structures** - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

**Landscape Operations** - Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be vegetatively restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

**Final Inspection, Released and Acceptance of Government and/or Landowner** - DRC Senior Management, the Supervisor responsible for a particular site, the Governments Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period. After all inspection team members accept the post-closure condition of each site, a release and



hold-harmless for the Company shall be signed by the Government and/or landowner, releasing DRC of any further responsibility and liability.

## RECOVER

In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting Harris County, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to Harris County that will enable both the County and the citizens the means to establish a degree of stability and normalcy.

### BASIC SERVICES

- Fact sheets and audio/visual presentations. These aids can be produced from any of DRC's locations, including New Orleans, Louisiana, Mobile, Alabama, West Palm Beach, Florida and Houston, Texas and mailed or emailed to the Regional Manager.
- Mobile catering unit capable of feeding thousands per day including first responders, County personnel, security personnel, and credentialed residents. DRC can dispatch its mobile kitchen to Harris County immediately upon Notice to Proceed.
- Mobile medical unit, staffed in cooperation with the Red Cross or other qualified medical agency, for the inevitable injuries that occur in the recovery phase.
- Portable restroom units for first responders, County personnel, security personnel and credentialed residents.
- Portable shower, hand wash, and ablution units for first responders, County personnel, security personnel, and credentialed residents
- Mobile offices and/or community centers with computer and internet facilities via satellite to assist residents and officials in their efforts to locate missing persons and family and gather information pertinent to the recovery.
- Employment and subcontracting center for local residents and workers, such as maritime industry workers, who wish to take part in recovery efforts.



### TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

DRC headquarters personnel will secure temporary housing by the following priority of choice:

- Rental Property





- Efficiency lodging rooms
- Non-efficiency lodging rooms
- DRC or rental motor homes and/or travel trailers

DRC headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

DRC headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

DRC headquarters personnel establish and maintain an "Emergency Contact List", to include key medical information for all field personnel to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

### **EMERGENCY BASE CAMP**

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel and sanitary facilities, DRC's team is fully prepared to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response, having participated in numerous emergency response events. DRC's resources will be augmented by experienced management and logistics teams from logistics teaming partners. Together, our companies have extensive experience in support of governmental operations, life support contracts and post disaster environments. DRC will deploy a Camp Program Manager on-site to provide oversight, execution and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment and supplies for each site from a central location. Within 72-96 hours, DRC will establish a fully operational base camp for up to 1,000 persons within a disaster area. The camp will operate 24/7 for 30 or more days and will occupy approximately 2-10 acres.

### **DEMOLITION**

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with Harris County.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the clearing and grubbing methods



described herein.

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

## COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the "first in response" for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers' urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local



governments we adhere to their rules and regulations that touch our work and our business conduct.

## ACCOUNTING AND REQUIRED DOCUMENTATION

### Invoicing

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

### FEMA Requirements and Procedures

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the DMSs, personnel to verify the contents and cubic yards of all vehicles entering the DMS. Records are maintained for each load entering the DMS, its cubic yardage is verified, and each vehicle leaving the DMS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the DMS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

### Data Management and Tracking

DRC tracks costs on a real time basis using a Daily Progress Report that is completed and submitted daily to the on-site project manager. Additional information can be added to meet any



local unique needs for capturing the data. Hours and/or cubic yards are summarized at the bottom of the report and a daily cost is determined. This information is reconciled daily with the government.

### **Recordkeeping & Reporting**

DRC shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)
- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and becomes the invoicing document for the Contract.

### **Preparing and Submitting Federal/State Project Work Sheets**

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

### **Knowledge of CFR 44**

Since its inception in 1989, DRC's senior management personnel have gained a vast knowledge of the basic policies and procedures of the Code of Federal Regulations (CFR 44) as it relates to Federal Emergency Management Agency's mission. These policies and procedures have been incorporated into DRC and DRC's various corporate Debris Management plans and guides to ensure compliance with the latest FEMA guidelines.





### **FEMA Technical Management Training**

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the County. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the County. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

### **IT & Accounting Systems**

In 2009, DRC upgraded its management information systems and computer hardware. DRC now operates on Sage Timberline Office software, a premiere financial and operations software package for government contracting and for the construction industry. This software suite manages DRC's project management, financial management, job costing, analytics and custom reporting capabilities. All of the Company's offices and field employees operate on an integrated common platform, allowing instant access across the organization.

The Company also employs HaulTek software, which is an in-house developed data system that automates the collection, processing and archiving of massive volumes of debris load tickets generated in a disaster response project. HaulTek allows for the electronic transmission and consolidation of vital billing information from debris load tickets and it generates the billing for each contract as required.

### **DRC Data Center**

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client.

To complement the HaulTek electronic data system, DRC built the first fully integrated full-time data processing center in the industry. Previously, temporary employees had to perform all of the debris ticket data processing at the event site due to the complexity of processing tens of thousands of tickets received daily. DRC has now fully automated this process and has a full-time data center staff performing this work at DRC's Mobile, AL location. This capability has dramatically improved ticket processing efficiency and cost by increasing input accuracy and by reducing the time required for reconciliations, billings and collections.

DRC also relies upon HCSS Heavy Bids software, which is a project estimating solution that is integrated with the Company's accounting system, scheduling software and job and resource management software. In addition, the Company uses AutoCAD design, documentation and engineering software. The majority of DRC's network of servers, laptops and desktop computers are under three years old and run on the latest software applications. All servers and networked





computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time. As such, DRC owns a Kohler diesel full building, full service generator to ensure uninterrupted power at its headquarters.

### **Mapping**

DRC offers a mapping feature as part of the company's web based, internal data processing system. This component is an integral part of the data entry division which was upgraded this year.

The mapping feature is designed so that a coinciding point or marker will be created on the map once a daily report is entered by data processing into the system. This marker communicates information such as the truck route and name of street, the number of times that the trucks have passed the street (whether it be first pass or second), and the location of debris management sites. Information that will be reflected daily includes truck routes, DMS sites, cubic yards of debris carried on truck, whether the debris is vegetative, C&D, or other, and number of passes that have been performed.

### **SAFETY PROCEDURES**

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan will be provided within 30 days of award.

### **QUALITY CONTROL PLAN**

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Harris County in the wake of a disaster event.



A copy of the Quality Control Plan will be provided within 30 days of award.

## EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

## TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide Harris County with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to Harris County as a service at no additional cost to the County. Training sessions will address planning and reimbursement issues, as well as any other concerns of the County, and are scheduled and led by Dr. Walter Maestri, DRC's Emergency Management Consultant.

Dr. Maestri served for over a decade as Director of Emergency Management for Jefferson Parish, Louisiana, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been engaged by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri



served the citizens of his parish and state with distinction during and after Hurricane Katrina, the nation's worst-ever natural disaster. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

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# **DRC Emergency Services, LLC**

2930A Jackson St. • Houston, TX 77004

1-888-721-4372 • 1-409-770-4078 • FAX 1-251-343-5554

## **POSSIBLE DEBRIS MANAGEMENT SITES LOCATED IN HARRIS COUNTY, TEXAS**

MegaSand Enterprises, Inc.  
11501 Crosby-Lynchburg Rd.  
Crosby, TX 77532  
(281)843-3000

1811 Beaumont Highway  
Beaumont, TX 77351

21025 FM 2100  
Crosby, TX 77532

Bay Area Park  
Houston, TX 77058

Christia Adair Park  
15107 Cullen Boulevard  
Houston, TX 77047-6713  
(713) 440-1587

Deussen  
12303 Sonnier Street  
Houston, TX 77044  
(281) 454-7057

Ellington Airport  
510 Ellington Field  
Houston, Texas 77034  
(713) 847-4200

Gulf Bank  
Houston, TX 77037

Hawthorne Park  
10332 Tanner Road  
Houston, TX 77041

Atascocita RDF  
3623 Wilson Road  
Humble, TX 77396  
(713) 423-1714

Miller Road  
Houston, TX 77049

San Jacento  
Houston, TX 77044

South Fork  
Houston, TX

Tom Bass Park I  
3452 Fellows Road  
Houston, TX  
(713) 991-6881

Waste Management  
1001 Fannin Street  
Houston, TX  
(713) 512-6200

West Gulf Bank Road  
Houston, TX 77040

Whispering Pines  
Humble, TX 77338

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

## **Attachment k. Stump Conversion Table (1 page)**

(For prospective vendors interested in this bid, the Stump Conversion Table may be downloaded from BuySpeed Online at <https://bids.hctx.net/bso/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)



## Stump Conversion Table

### Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

### CPI-W Based Price Adjustment Calculations

For any year in which a current contract is renewed, the renewal year pricing will be determined by adjusting the current year pricing by the average inflationary/deflationary effect, as reported in the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for Houston, Texas, between the current or prior year as compared to the year preceding the current or prior year of the contract. The CPI-W, as published by the U.S. Bureau of Labor Statistics (BLS), is a measure, over time, of the average change in the compensation of urban wage earners and clerical workers.

The average inflationary/deflationary effect will be determined by totaling, and dividing by six (6), the inflationary/deflationary effects of six (6) twelve (12) month periods occurring prior to expiration of the current contract. Since the inflationary/deflationary effect for the Houston area is calculated by the BLS every other month beginning in February, and since the intention to renew a contract should be determined in the eighth month of the contract, all required data for calculating the average adjustment rate need be current only five (5) or six (6) months prior to the scheduled expiration of the current contract.

For example, assuming a contract expires in November or December, the end of the most recent twelve (12) month period will be June of the year of the current contract. The end of each of the other five (5) twelve (12) month periods will be the second month before the end of the immediately preceding twelve (12) month period. Therefore, the six (6) twelve (12) month periods applicable to a contract expiring in November or December, 2008, are:

Period #:	1	2	3	4	5	6
From:	6/07	4/07	2/07	12/06	10/06	8/06
To:	6/08	4/08	2/08	12/07	10/07	8/07

**Period #1** is from June of the first year before the contract period to June of the year of the contract period,

**Period #2** is from April of the first year before the contract period to April of the year of the contract period,

**Period #3** is from February of the first year before the contract period to February of the year of the contract period,

**Period #4** is from December of the second year before the contract period to December of the first year before the contract period,

**Period #5** is from October of the second year before the contract period to October of the first year before the contract period,

**Period #6** is from August of the second year before the contract period to December of the first year before the contract period.

# BID PRICING SHEET (ATTACHMENT N)

The Bid Pricing Sheet (Attachment N) is located in Tab 5, Pricing/Delivery Information.

321-20-5872



Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

samadmin@sam.gov

To: Lisa garcia <lgarcia@drcusa.com>;

Cc:Lisa garcia <lgarcia@drcusa.com>;

This email was sent by an automated administrator. Please do not reply to this message.

Dear Mark Stafford,

Congratulations! The registration for DRC Emergency Services, LLC / 557493983 / 4A7V9 is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a CAGE code during the registration process, one has been assigned and is provided above.

You are now eligible for contracts, assistance awards, and to do business with the federal government as determined by your Entity's profile. Important: The Periodic Update Requirement Date for the registration is 12-OCT-16. You must renew the registration by this date to remain active.

In addition, you may continue to invite additional users by following the below steps:

- \* Login to SAM using a valid Username and Password
- \* Select "Manage Entity Users" from the left-hand navigation menu
- \* Select "Invite User" from the left-hand navigation menu
- \* Select the desired Entity
- \* Provide invitee's email address
- \* Assign Role(s) to be associated with the user account
- \* Click Submit

All invitees will receive an email message from SAM with instructions on how to complete the process.

For assistance, please contact the Federal Service Desk at [www.fsd.gov](http://www.fsd.gov) or by telephone at 866-606-8220 (toll free) or at 334-206-7828 (internationally).

Thank you,  
The System for Award Management (SAM) Administrator  
<https://www.sam.gov>

**Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)**

11/3/2015

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View Details - Entity Overview | System for Award Management

USER NAME

PASSWORD

LOGIN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

# Entity Dashboard

[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

## Entity Overview

### Entity Information

Name: DRC Emergency Services, LLC  
 Doing Business As: DRC Emergency Services  
 Business Type: Business or Organization  
 POC Name: Mark Stafford  
 Registration Status: Active  
 Activation Date: 10/14/2015  
 Expiration Date: 10/12/2016

### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM vLP.37.20151030-2054

WWW2



USA.gov

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

### 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (469) 232-2100 FAX (A/C, No): E-MAIL ADDRESS:																					
<b>INSURED</b> DRC Emergency Services, LLC 740 Museum Drive Mobile, AL 36608-1940	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :Starr Surplus Lines Insurance Company</td><td></td><td>13604</td></tr> <tr> <td>INSURER B :Starr Indemnity &amp; Liability Company</td><td></td><td>38318</td></tr> <tr> <td>INSURER C :Federal Insurance Company</td><td></td><td>20281</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :Starr Surplus Lines Insurance Company		13604	INSURER B :Starr Indemnity & Liability Company		38318	INSURER C :Federal Insurance Company		20281	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

## COVERAGES

CERTIFICATE NUMBER:WEA5TQXH

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000065359151	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SISIPCA08285215	01/31/2015	01/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			1000336333151 Follow Form	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 15,000,00 AGGREGATE \$ 15,000,00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	004 4727472 Includes USH&L	01/31/2015	01/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
A	Contractors Pollution			1000065359151	01/31/2015	01/31/2016	Each Occurrence \$ 1,000,00 Policy Aggregate \$ 1,000,00 Deductible Each Loss \$ 20,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

## **Attachment m. FHWA Form 1273 (12 pages)**

(For prospective vendors interested in this bid, the FHWA Form 1273 may be downloaded from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Attachment o. Sample Performance/Payment Bond (2 pages)**

(For prospective vendors interested in this bid, the Sample Performance/Payment Bond may be downloaded from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>, or, may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)



BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**  
Pursuant to Local Government Code 262.032.

**STATE OF TEXAS**  
**COUNTY OF HARRIS**

**KNOW ALL MEN BY THE PRESENTS:**

That \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, hereinafter called the Principal;  
and \_\_\_\_\_ address: \_\_\_\_\_ phone: \_\_\_\_\_, a corporation;  
existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business  
in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_ State of  
\_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within  
said State, is (name): \_\_\_\_\_ address: \_\_\_\_\_ hereinafter called  
Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators  
executors successors and assigns, jointly and everally, firmly by these presents. WHEREAS, the Principal has entered  
into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2015 to:

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent  
as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of  
Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and  
every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and  
keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the  
County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or  
abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege  
within five (5) days after the date of notice of such action from the County, to assume control of the contract and  
all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided,  
further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all  
right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice  
of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Local Government Code  
262.032 and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same  
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Corporate Surety)

I certify that the Commissioner's  
Court approved this Bond on  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
(Attorney-in-fact)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Texas Department of Insurance 1-800-578-4677

BOND NUMBER \_\_\_\_\_

**PAYMENT BOND**

Pursuant to Ch. 2253, Tex. Gov't Code, as amended

STATE OF TEXAS §

COUNTY OF HARRIS § **KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_, address: \_\_\_\_\_, phone: \_\_\_\_\_, (hereinafter called the Principal; and \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, a corporation; existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): \_\_\_\_\_, mailing address: \_\_\_\_\_, physical address: \_\_\_\_\_, phone: \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of Dollars) 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 entered into a certain written contract with the Oblige, dated the \_\_\_ day of \_\_\_\_\_, 2015, for

**Job No.**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Texas Gov't Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Accepted and Approved on behalf of Harris County \_\_\_\_\_ on \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)  
Countersignature: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No: \_\_\_\_\_

Phone: \_\_\_\_\_

021-28-5874

Attachment: DRC - Agreement and Specs (2315 : Debris Collection Contract - DRC)

## ORDINANCE NO. 17-\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 27, STREETS, SIDEWALKS AND PUBLIC PLACES, ARTICLE V, PUBLIC PARKS, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CODE"), BY AMENDING SECTION 27-96, LAUREL STREET OPEN SPACE POLICY, FOR THE PURPOSE OF EXEMPTING THE BELLAIRE TOWN SQUARE AQUATIC CENTER WITHIN THE CONFINES OF THE EXISTING FENCE FROM THE LAUREL STREET OPEN SPACE POLICY.

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

**Section 1.** *Chapter 27, Streets, Sidewalks and Public Places, Article V, Public Parks, of the Code of Ordinances of the City of Bellaire, Texas, is hereby amended by revising Section 27-96, Laurel Street Open Space Policy, for the purpose of exempting the Bellaire Town Square Aquatic Center within the confines of the existing fence from the Laurel Street open space policy. The amended Section 27-96 shall read as set out in Appendix A, attached hereto. All other portions of Chapter 27 of the City's Code not specifically amended hereby shall remain in full force and effect.*

**Section 2.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

**Section 3.** If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

**Section 4.** The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**Section 5.** This Ordinance shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED and ADOPTED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Andrew S. Friedberg, Mayor  
City of Bellaire, Texas

ATTEST:

\_\_\_\_\_  
Tracy Dutton, City Clerk  
City of Bellaire, Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan P. Petrov, City Attorney  
City of Bellaire, Texas

Attachment: Laurel Street Open Space Policy Amendment (2296 : Laurel Street Open Space Policy Amendment)

## Appendix A

**(Language to be added shown by underline)**

### Chapter 27 – STREETS, SIDEWALKS AND PUBLIC PLACES

#### ARTICLE V. – PUBLIC PARKS

##### Sec. 27-96. - Laurel Street open space policy.

The policy as herein set out shall be applicable to certain real property in the City of Bellaire hereinafter designated "open green space" which shall be generally described as all of the residential lots abutting the Laurel Street right-of-way on the north between Fifth Street and South Rice Avenue beginning at the point of intersection of Laurel Street and Fifth Street on the west and ending at the point of intersection of Laurel Street and South Rice Avenue on the east, along with: (1) the ten-foot strip that is contiguous to the north boundary lines of the residential lots; and (2) all property located between lots 7 and 8, and between lots 19 and 20, all as set out in the plat of the Town of Bellaire as recorded in Volume 3, Page 59, Harris County Map Records.

The policy of the City of Bellaire concerning the "open green space" property shall be as follows:

- (a) All lots presently owned by the City of Bellaire within the "open green space" shall be maintained and not sold.
- (b) All lots in private ownership within the "open green space" shall be purchased by the City of Bellaire as the same are offered for sale by the owners thereof in accordance with applicable law for the purchase of privately owned property by a municipality. Nothing herein shall be interpreted to require purchase of property within the "open green space" when the same cannot be acquired for legal, financial or other reasons.
- (c) All property within the area herein designated "open green space" shall be used as open green space which shall be defined as open, unobstructed land covered with grass or natural vegetative covering maintained in such a way as to insure an open area free of obstructions except for trees and other vegetative growth in existence as of the date of the adoption of this amendment or such other vegetative growth including, without limitation, trees, hedges, shrubs and grass as may be from time to time recommended and installed by order of the director of parks and recreation of the City of Bellaire; provided, however, that the property located between and contiguous to lots 7 and 8 shall not be restricted to green space until the current owners of lots 7 and 8 no longer own their respective lots. Upon the transfer of title of lots 7 and 8 (whichever is later), the City of Bellaire may, at the city's sole option, remove any improvements, structures, or landscaping in the open green space between on lots 7 and 8.

The director of parks and recreation shall be permitted, pursuant to such plan and configuration as approved by the director of parks and recreation, to install park benches, picnic benches, barbecue pits, playground equipment and such lighting fixtures as shall be reasonably necessary to insure and provide for the use of the "open green space" in a manner which is conducive to free, unstructured use by families and individuals as a green area reserved for informal activities and personal enjoyment.

- (d) All construction and improvements shall be prohibited and not permitted within the area of the "open green space," and no impervious surfaces shall be permitted to be constructed or built unless deemed necessary by the director of parks and recreation as sidewalks or walkways customarily reserved for the passage of pedestrians and



vehicles for walking or jogging or otherwise necessary for the preservation of the health, safety and well-being of all persons using and enjoying the "open green space." The exclusion as herein provided shall include:

1. Any structures having walls or enclosures;
2. Tennis courts;
3. Softball or baseball fields or practice fields;
4. Soccer, basketball and volleyball courts or other team or individual sport play areas marked or restricted for such use; and
5. Parking lots and driveways.

(e) Notwithstanding the foregoing, the Bellaire Town Square Aquatic Center within the confines of the existing fence is exempt from this Section.

**CITY OF BELLAIRE, TEXAS**  
**GENERAL OBLIGATION BONDS, SERIES 2017A**  
**S&P “AAA”**  
**COUNCIL MEETS 1<sup>ST</sup> & 3<sup>RD</sup> MONDAY OF THE MONTH (7:00PM)**

Draft  
1/20/17

**Tentative Timetable of Events**

JUNE						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

AUGUST						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Complete By	Day	Event	Parties
June 19	Monday	Send first draft of bond documents to the working group.	FA
June 26	Monday	Comments from the working group due on the first draft of the bond documents.	All
June 28	Wednesday	Send Preliminary Official Statement (öPOSö) to the City.	FA
July 10	Monday	City Council meeting to consider financial plan for the General Obligation Bonds, Series 2017A (the öBondsö).	C,FA,BC
July 10	Monday	Send draft bond documents to S&P Global (öS&Pö) for review. Request rating call.	FA
Week of July 17		Rating conference call with City officials, Financial Advisor and S&P Analysts, _____, _____, 2017.	
July 21	Tuesday	Send second draft of the bond documents to the working group for comments.	FA
July 18	Tuesday	Send notice of the bond sale to the MAC to be published in the Texas Bond Reporter.	FA
		City to publish notice of the bond sale in the local paper.	C, BC
July 28	Friday	Receive S&P verbal rating.	FA

Attachment: Timetable - Bellaire Bonds 2017 (2291 : Approval to proceed with August 2017 General Obligation Bonds, Series 2017A Sale)

July 28	Friday	Comments due on second draft and final draft of bond documents.	All
August 1	Tuesday	Send final POS and Notice of Sale (ñNOSö) to ImageMaster and request electronic copies of the documents. Send to Bloomberg and the Municipal Advisory Council (the ñMACö).	FA
August 2	Wednesday	Request CUSIPs for the Bonds.	FA
August 7	Monday	Competitive bond sale (Bids received until 11:00am).	FA, C,BC
August 7	Monday	City Council awards the Bonds and approves the Bond Ordinance.	C, BC, FA
August 8	Tuesday	Distribute draft of Final Official Statement (ñOSö).	FA
August 11	Friday	Comments due on draft OS.	ALL
August 14	Monday	Print and mail Final OS.	FA
September 12	Tuesday	Deliver Bonds.	C, BC

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**Legend**


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City of Bellaire  
Johnson Petrov LLP  
US Capital Advisors

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Issuer (C)  
Bond Counsel (BC)  
Financial Advisor (FA)

**NEW ISSUE  
BOOK-ENTRY-ONLY****RATING:** S&P Global Ratings AAA/stable  
(See OTHER INFORMATION - Rating herein)

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, AND ASSUMING CONTINUING COMPLIANCE WITH CERTAIN COVENANTS AND THE ACCURACY OF CERTAIN REPRESENTATIONS, INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, SUBJECT TO THE MATTERS DESCRIBED UNDER TAX MATTERS HEREIN AND IS NOT SUBJECT TO THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS AND, EXCEPT AS DESCRIBED HEREIN, ON CORPORATIONS.

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

**\$11,580,000\***  
**CITY OF BELLAIRE, TEXAS**  
**GENERAL OBLIGATION BONDS, SERIES 2017A**  
 (A political subdivision of the State of Texas located in Harris County, Texas)

Dated Date: September 1, 2017  
 (Interest accrues from the date of delivery)

Due: February 15 See inside cover page

The City of Bellaire, Texas (the "City") is issuing its General Obligation Bonds, Series 2017A (the "Bonds"). The Bonds are being issued by the City pursuant to the applicable provisions of the Texas Constitution, the general laws of the State of Texas, including particularly Chapter 1331, Texas Government Code, as amended ("Chapter 1331"), an election held within the City November 8, 2016, the ordinance authorizing the issuance of the Bonds adopted by the City Council of the City (the "City Council") (the "Bond Ordinance"), and the City's Home Rule Charter.

Interest on the Bonds will accrue from the initial Date of Delivery (defined below) to the Initial Purchaser and is payable commencing on February 15, 2018, and each August 15 and February 15 thereafter, until the earlier of redemption or maturity. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds are direct obligations of the City and are payable from and secured by a continuing direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property located within the City. See THE BONDS Sources of Payment herein.

The Bonds will be issued in fully-registered form and, when issued, will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), as the registered owner, pursuant to the book-entry-only system described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by Amegy Bank, a division of ZB, National Association, Houston, Texas (the "Paying Agent/Registrar") to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See THE BONDS Book-Entry-Only System herein.

Proceeds from the sale of the Bonds will be used for (i) improvements to streets and drainage, (ii) sidewalks, (iii) water and wastewater improvements and, (iv) paying the costs of issuing the Bonds. See THE BONDS - Purposes herein.

**SEE INSIDE COVER FOR MATURITY SCHEDULE**

The Bonds are subject to optional redemption prior to their scheduled maturities as described herein. See THE BONDS Optional Redemption herein.

If the principal amounts designated in the serial maturity schedule on the inside cover page hereof are combined to create one or more term Bonds (the "Term Bonds"), each such Term Bond shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year of the serial maturities combined to create such Term Bond. See THE BONDS Mandatory Sinking Fund Redemption herein.

The Bonds are offered for delivery, when, as and if issued by the City and received by the Initial Purchaser listed below (the "Initial Purchaser"), subject to the approving opinion of the Attorney General of the State of Texas and Johnson Petrov LLP, Houston, Texas, Bond Counsel for the City. See LEGAL MATTERS herein and Form of Opinion of Bond Counsel attached hereto as Appendix D. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about September 12, 2017 (the "Date of Delivery").

**BIDS DUE: MONDAY, AUGUST 7, 2017 at 11:00 A.M. (CDT)**

\* Preliminary, subject to change.

## MATURITY SCHEDULE

**\$11,580,000\***  
**CITY OF BELLAIRE, TEXAS**  
**GENERAL OBLIGATION BONDS, SERIES 2017A**  
**CUSIP Prefix <sup>(c)</sup>: 078275**

<b>Due Feb. 15</b>		<b>Principal</b>	<b>Interest</b>	<b>Yield <sup>(b)</sup></b>	<b>CUSIP No. Suffix <sup>(c)</sup></b>
2019		\$ 295,000			
2020		305,000			
2021		315,000			
2022		330,000			
2023		345,000			
2024		360,000			
2025		375,000			
2026		390,000			
2027		405,000			
2028	(a)	420,000			
2029	(a)	435,000			
2030	(a)	455,000			
2031	(a)	475,000			
2032	(a)	495,000			
2033	(a)	515,000			
2034	(a)	535,000			
2035	(a)	555,000			
2036	(a)	580,000			
2037	(a)	600,000			
2038	(a)	625,000			
2039	(a)	650,000			
2040	(a)	680,000			
2041	(a)	705,000			
2042	(a)	735,000			

(Interest accrues from date of delivery)

- (a) The City reserves the right, at its option, to redeem Bonds having stated maturities on and after February 15, 2028, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof on February 15, 2027, or any date thereafter at par plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS" ó Optional Redemption herein. Additionally, principal amounts designated in the above schedule may be combined to create one or more term bond, with each such term bond being subject to mandatory sinking fund redemption. See "THE BONDS" ó Mandatory Sinking Fund Redemption herein.
- (b) The initial reoffering prices or yields of the Bonds are furnished by the Initial Purchaser (as defined herein) and represent the initial offering prices or yields to the public, which may be changed by the Initial Purchaser at any time.
- (c) CUSIP numbers have been assigned to the Bonds by the CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and are included solely for the convenience of the purchasers of the Bonds. Neither the City nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

\* Preliminary, subject to change.



## CITY OFFICIALS, ADMINISTRATION AND CONSULTANTS

The City of Bellaire, Texas (the "City") was incorporated under the laws of the State of Texas (the "State") in 1918. The City has operated under a "Home Rule Charter" which provides for a "Council Manager" form of government since January 15, 1949. The City Council is comprised of a Mayor and six council members, all of whom are elected at large. The Mayor is elected for regular terms of two years, and the council members are elected for regular terms of four years. The Mayor shall not serve more than four consecutive terms in that position and no councilmember shall serve more than two consecutive terms as a councilmember.

### Elected Officials

<u>Council Members</u>	<u>Position</u>	<u>Term Expires</u>	<u>Occupation</u>
Andrew S. Friedberg	Mayor	2018	Attorney
Roman F. Reed	Mayor Pro-Tem	2018	Financial Advisor
Trisha S. Pollard	Council Member	2020	Attorney
Gus E. Pappas	Council Member	2018	Attorney
Pat McLaughlan	Council Member	2020	Retired
Michael Fife	Council Member	2018	Retired
David R. Montague	Council Member	2020	Retired

### Appointed Positions

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>
Paul A. Hofmann	City Manager	3 Years
Diane K. White	Asst. City Manager	14 Years
Terrence Beaman	Chief Financial Officer	1 Year
Tracy L. Dutton	City Clerk	20 Years
Alan Petrov	City Attorney	21 Years

### Consultants

Bond Counsel .....	Johnson Petrov LLP Houston, Texas
Certified Public Accountants .....	Whitely, Penn LLP Houston, Texas
Financial Advisor .....	USCA Municipal Advisors, LLC Houston, Texas

### For Additional Information, Contact:

Mr. Terrence Beaman  
Chief Financial Officer  
City of Bellaire  
7008 South Rice Avenue  
Bellaire, Texas 77401  
Telephone: (713) 662-8251  
[tbeaman@bellairetx.gov](mailto:tbeaman@bellairetx.gov)

Mr. Jim Gilley  
Managing Director  
USCA Municipal Advisors, LLC  
4444 Westheimer, Suite G500  
Houston, Texas 77027  
Telephone: (713) 366-0555  
[jgilley@uscacallc.com](mailto:jgilley@uscacallc.com)

## USE OF INFORMATION IN OFFICIAL STATEMENT

*For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended ("Rule 15c 2-12") and in effect on the date of this Preliminary Official Statement, this document constitutes an "official statement" of the City with respect to the Bonds that has been "deemed final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.*

No broker, dealer, sales representative or any other person has been authorized by the City, the Financial Advisor, or the Initial Purchaser to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described in it and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy all securities other than those described on the inside cover page, nor shall there be an offer to sell, solicitation of an offer to buy or sale of such securities by any persons in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Official Statement is delivered in connection with the sale of securities referred to herein and may not be reproduced or used, in whole or in part, for any other purposes.

All the summaries of the statutes, ordinances, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the City.

Certain information set forth herein has been obtained from the City and other sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Initial Purchaser.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, salesperson or other person has been authorized by the City to give any information or to make any representation other than those contained herein, and, if given or made, such other information or representation must not be relied upon as having been authorized by the City, or any other person. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the matters described herein since the date hereof.

The prices and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Initial Purchaser after such Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including to dealers who may sell the Bonds into investment accounts.

IN CONNECTION WITH THIS OFFERING, THE INITIAL PURCHASER MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The Initial Purchaser has provided the following sentence for inclusion in this Official Statement. The Initial Purchaser has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Initial Purchaser does not guarantee the accuracy or completeness of such information.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information of links contained herein are not incorporated into, and are not part of, this official statement for purposes of, and as that term is defined in the Rule.

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## OFFICIAL STATEMENT SUMMARY

This Official Statement Summary is subject in all respects to the more complete information contained therein. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. No person is authorized to detach this Official Statement Summary from the Official Statement or otherwise to use same without the entire Official Statement. Certain defined terms used in this Official Statement Summary are defined elsewhere in this Official Statement.

<b>The Issuer</b>	City of Bellaire, Texas.
<b>The Bonds</b>	\$11,580,000* City of Bellaire, Texas General Obligation Bonds, Series 2017A (the "Bonds"). The Bonds are being issued in the principal amounts, maturities, and at the rates per annum, set forth on the inside cover page hereof. The Bonds will be issued only in fully-registered form in integral multiples of \$5,000 principal amount.
<b>Interest</b>	The Bonds are dated September 1, 2017. Interest will accrue from the initial date of delivery of the Bonds to the Initial Purchaser at the rates indicated on the inside cover page hereof, with interest payable on February 15, 2018, and on each August 15 and February 15 thereafter until the earlier of redemption or maturity.
<b>Paying Agent/Registrar</b>	The initial Paying Agent/Registrar for the Bonds is Amegy Bank, a division of ZB, National Association, Houston, Texas
<b>Authority for Issuance</b>	The Bonds are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including particularly Chapter 1331 of the Texas Government Code, as amended ("Chapter 1331"), an election held within the City on November 8, 2016, an ordinance adopted by the City Council of the City (the "City Council") (the "Bond Ordinance") and the City's Home Rule Charter.
<b>Optional Redemption</b>	The City reserves the right, at its option, to redeem the Bonds having stated maturities on or after February 15, 2028, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2027 or any day thereafter at par, plus accrued interest from the most recent interest payment date to the date fixed for redemption. Additionally, if the principal amounts designated in the serial maturity schedule on the inside cover page hereof are combined to create one or more term bonds (the "Term Bonds"), each such Term Bond shall be subject to mandatory sinking fund redemption. See "THE BONDS - Optional Redemption" and "Mandatory Sinking Fund Redemption" herein.
<b>Security for the Bonds</b>	Principal of and interest on the Bonds are payable from the receipts of a continuing, direct annual ad valorem tax levied, against all taxable property located within the City, within the limits prescribed by law. The Bonds are direct obligations of the City and not obligations of the State, Harris County or any other political subdivision. See "The BONDS - Sources of Payment" herein.
<b>Use of Proceeds</b>	Proceeds from the sale of the Bonds will be used for (i) improvements to streets, and drainage, (ii) sidewalks, (iii) water and wastewater improvements and, (iv) paying the costs of issuing the Bonds. See "THE BONDS - Purposes" herein.
<b>Book-Entry Only System</b>	The Bonds are initially registered and delivered only to Cede & Co., the nominee of DTC, pursuant to the book-entry-only system. No physical delivery of the Bonds will be made to the beneficiary thereof. Principal of and interest on the Bonds will be paid to Cede & Co., which will distribute such payment to the participating members of DTC for remittance to the beneficial owners of the Bonds. See "THE BONDS - Book-Entry-Only System" herein.

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\* Preliminary, subject to change.

<b>Payment Record</b>	The City has never defaulted with respect to payment of debt service on any outstanding debt.
<b>Municipal Bond Rating</b>	S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, has assigned its municipal bond rating of "AAA/stable." See "RATING" herein.
<b>Tax Exemption</b>	In the opinion of Bond Counsel, the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes under existing law and is not subject to the alternative minimum tax on individuals or corporations, except as provided herein below. See "TAX MATTERS & Tax Exemption" herein.
<b>Qualified Tax-Exempt Obligations</b>	The City does not expect to designate the Bonds as "qualified tax-exempt obligations" for financial institutions.
<b>Delivery</b>	It is expected that the Bonds will be available for delivery through the facilities of DTC on or about September 12, 2017.
<b>Legality</b>	Delivery of the Bonds is subject to the approval by the Attorney General of the State of Texas and the rendering of an opinion as to legality by Johnson Petrov LLP, Bond Counsel, Houston, Texas.



### SELECTED FINANCIAL INFORMATION

2016 Taxable Assessed Valuation		\$ 4,802,110,312
2010 U.S. Census Population		16,855
<b><u>Outstanding Debt as of August 1, 2017</u></b>		
		<b><u>Par Amount</u></b>
Outstanding Bonds		\$ 106,790,000
Plus: The Bonds		11,580,000 *
Total General Obligation Debt		\$ 118,370,000 *
	<b><u>2010 US Census Per Capita</u></b>	<b><u>Percent of 2016 Taxable Assessed Valuation</u></b>
<b><u>Direct Debt Ratio <sup>(a)</sup></u></b>		
Direct Debt Ratio	\$ 7,023	2.46%
<b><u>Estimated Annual Requirements <sup>(a)</sup></u></b>		<b><u>Direct Debt</u></b>
Total Average Annual Debt Service		\$ 6,580,949
Total Maximum Annual Debt Service		\$ 9,043,821
Net Average Annual Debt Service <sup>(b)</sup>		\$ 5,207,076
Net Maximum Annual Debt Service <sup>(b)</sup>		\$ 7,251,507
<b><u>Fund Balances</u></b>		<b><u>9/30/2016</u></b>
General Fund		\$ 4,815,527
Debt Service Fund		\$ 489,135
Enterprise Fund - Total Net Position		\$ 43,581,059
<b><u>2016 Tax Rate</u></b>		
General Fund		\$ 0.2551
Debt Service Fund		0.1323
Total Tax Rate		\$ 0.3874

(a) Includes the Bonds.

(b) The Enterprise Fund transfers a discretionary amount to the Debt Service Fund to pay a portion of the principal and interest in general obligation debt used to finance capital improvements used for the enterprise activities.

Net Debt reflects such transfer.

\*Preliminary, subject to change.

# PRELIMINARY OFFICIAL STATEMENT

## \$11,580,000<sup>\*</sup> CITY OF BELLAIRE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2017A

(A political subdivision of the State of Texas located in Harris County, Texas)

### INTRODUCTORY STATEMENT

This Official Statement, which includes the Appendices hereto, provides certain information regarding the issuance by the City of Bellaire, Texas (the "City") of its \$11,580,000<sup>\*</sup> General Obligation Bonds, Series 2017A (the "Bonds").

Capitalized terms used in the Official Statement have the same meanings assigned in the Bond Ordinance adopted by the City Council of the City (the "City Council"), the governing body of the City, authorizing the issuance of the Bonds (the "Bond Ordinance").

The Bonds are being issued by the City pursuant to the applicable provisions of the Texas Constitution, the general laws of the State of Texas (the "State"), including particularly Chapter 1331, Texas Government Code, as amended ("Chapter 1331"), an election held within the City on November 8, 2016, the Bond Ordinance and the City's home rule charter.

The City's audited general purpose financial statements for the fiscal year ended September 30, 2016, which are set forth in Appendix C attached hereto, present information on the general financial condition of the City at the dates and for the periods described therein.

The Bonds are issued for the purposes described below and are payable from the receipts of a continuing direct annual ad valorem tax levied by the City, within the limits prescribed by law. See "PURPOSE AND PLAN OF FINANCE" herein.

### THE BONDS

#### Purposes

Proceeds from the sale of the Bonds will be used for (i) improvements to streets and drainage (ii) sidewalks and, (iii) paying the costs of issuing the Bonds.

#### Sources and Uses

The following table sets forth the estimated sources and use of funds associated with the proceeds from the sale of the Bonds.

Sources of Funds:	
Par Amount	\$
Premium	
Total	\$
Uses of Funds:	
Deposit to the Project Fund	\$
Underwriter's Discount	
Issuance Costs <sup>(a)</sup>	
Total	\$

- (a) Includes professional costs, rating agency fees, fees of the Paying Agent/Registrar, rounding amount and other costs of issuance.

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<sup>\*</sup> Preliminary, subject to change.

## Description

The Bonds are dated September 1, 2017. Interest will accrue from the initial date of delivery to the Initial Purchaser and will bear interest from such date as indicated on the inside cover page hereof. Interest is payable on February 15, 2018, and on each August 15 and February 15 thereafter, until the earlier of redemption or maturity.

The Bonds will be issued in fully-registered form in integral multiples of \$5,000 of principal amount, for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (öDTCö), pursuant to the book-entry-only system, described herein. See öTHE BONDS - Book Entry-Only Systemö herein. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by Amegy Bank, a division of ZB National Association, Houston, Texas (the öPaying Agent/Registrarö) to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See öTHE BONDS ö Book-Entry-Only Systemö herein.

## Authority for Issuance

The Bonds are being issued by the City pursuant to the applicable provisions of the Texas Constitution, the general laws of the State, including particularly Chapter 1331, elections held within the City on November 8, 2016, the Bond Ordinance and the City's home rule charter.

## Sources of Payment

The Bonds are payable as to principal and interest from the proceeds of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City. See öTAX INFORMATION - Tax Rate Limitationö herein. Pursuant to the provisions of the Bond Ordinance, the City Council, as the governing body of the City, has levied and agreed to assess and collect an annual ad valorem tax sufficient together with other funds available for such purpose to pay principal and interest on the Bonds when due. Each year the City Council will make a determination of the taxes necessary to be collected to pay interest as it accrues and principal as it matures on the Bonds, and will formally assess and collect such tax for that year. The receipts from such tax levy are to be credited to a separate fund to be used solely for the payment of the principal of and interest on the Bonds.

## Optional Redemption

The City reserves the right, at its option, to redeem Bonds having stated maturities on, or after February 15, 2028, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2027, or any date thereafter at par, plus accrued interest from the most recent interest payment date to the date fixed for redemption. If less than all the Bonds of a stated maturity are to be redeemed, the Bonds, or portions thereof, within such maturity to be redeemed shall be selected by lot or other customary method.

## Mandatory Sinking Fund Redemption

In addition to the foregoing optional redemption provisions, if principal amounts designated in the serial maturity schedule on the inside cover page hereof are combined to create term Bonds (the öTerm Bonds), each such Term Bond shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Bond and continuing on February 15 in each year thereafter until the stated maturity date of that Term Bond, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule on the inside cover page hereof.

The particular Term Bonds to be mandatorily redeemed shall be selected by lot or other customary random selection method. The principal amount of the Term Bonds to be mandatorily redeemed on such mandatory redemption date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such mandatory redemption date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the City to the Paying Agent/Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

## Notice of Redemption

Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Owner of each Bond to be redeemed in whole or in part, at the address of the Owner appearing on the registration books maintained by the Paying Agent/Registrar. Such notice shall state, among other matters, the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all the Bonds are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision made to redeem the same, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of being paid solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

## Book-Entry-Only System

*This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York ("DTC"), while the Bonds are registered in its nominee name. The information in this section concerning DTC and the book-entry-only system has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Initial Purchaser believe the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.*

*The City cannot and does not give any assurance that (1) DTC will distribute payment of debt service on the Bonds, or redemption or other notices to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the beneficial owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is a holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AAA+." The DTC Rules applicable to its Participants are on file with the United States Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchasers of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (Beneficial Owner) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their Purchaser. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive physical Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the City or the Paying Agent/Registrar. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, the Financial Advisor nor the Initial Purchaser take responsibility for the accuracy thereof.



*Use of Certain Terms in Other Sections of this Official Statement*

In reading this Official Statement it should be understood that while the Bonds are in the book-entry-only system, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the book-entry-only system, and (ii) except as described above, notices that are to be given to registered owners under the Bond Ordinance will be given only to DTC.

Information concerning DTC and the book-entry-only system has been obtained from DTC and is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City or the Initial Purchaser.

### **Paying Agent/Registrar**

The initial Paying Agent/Registrar is Amegy Bank, a division of ZB, National Association, Houston, Texas. In the Bond Ordinance, the City retains the right to replace the Paying Agent/Registrar with respect to the Bonds. The Paying Agent/Registrar may be removed from its duties at any time, but no such removal is effective until a successor has accepted the duties of the Paying Agent/Registrar by written instrument. The City covenants to maintain and provide a Paying Agent/Registrar for the Bonds until the Bonds are duly paid. Any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar.

Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each registered owner affected by the change, which notice shall give the address of the new Paying Agent/Registrar.

### **Ownership**

The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bonds for the purposes of making payment of the principal thereof and the interest thereon and for all other purposes, whether or not such Bond is overdue. Neither the City nor the Paying Agent/Registrar will be bound by any notice or knowledge to the contrary. All payments made to the registered owner of such Bond in accordance with the Bond Ordinance will be valid and effectual and will discharge the liability of the City and the Paying Agent/Registrar for such Bond to the extent of the sums paid.

### **Transfers and Exchanges**

In the event the book-entry-only system should be discontinued, the Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the Registered Owners, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Bonds may be assigned by the execution of an assignment form on the respective Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the designated office or the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the new registered owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner not more than three (3) business days after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Registered Owners at the principal corporate trust office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Registered Owners, and, upon the registration and delivery thereof, the same shall be the valid Bonds of the City, evidencing the same obligation to pay, and entitled to the same benefits under the Bond Ordinance, as the Bonds surrendered in such transfer or exchange.

### **Record Date for Interest Payment**

The record date (öRecord Dateö) for the interest payable on the Bonds on any interest payment date means the close of business on the 15<sup>th</sup> day of the preceding month. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a öSpecial Record Dateö) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (öSpecial Payment Dateö, which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

### **Replacement Bonds**

If any Bond is mutilated, destroyed, stolen or lost, a new Bond in the same principal amount as the Bond so mutilated, destroyed, stolen or lost will be issued. In the case of a mutilated Bond, such new Bond will be delivered only upon presentation and surrender of such mutilated Bond to the Paying Agent/Registrar. The City or the Paying Agent/Registrar may require the owner to pay all expenses and charges in connection therewith. In the case of any Bond issued in lieu of and in substitution for a Bond which has been destroyed, stolen or lost, such new Bond will be delivered only once the owner (a) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond, (b) furnishes security or indemnity as may be required by the Paying Agent/Registrar and the City, (c) pays all expenses and charges in connection therewith and (d) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

### **Remedies In The Event of Default**

The Ordinance does not specifically provide any remedies to a Registered Owner if the City defaults on the payment of the principal of or interest on the Bonds, nor does it provide for the appointment of a trustee to protect and enforce the interest of the Registered Owners upon the occurrence of such a default. If a Registered Owner of a Bond does not receive payment of principal or interest when due, the Registered Owner may seek a writ of mandamus from a court of competent jurisdiction requiring the City to levy and collect taxes. Such Registered Owner also may seek a judgment against the City. The mandamus remedy, however, may be impractical and difficult to enforce. There is no provision for the acceleration of maturity of principal of a Bond in the event of a default. A Registered Owner of a Bond could file suit against the City if a default occurred in the payment of principal of or interest on any such Bonds; however, a suit for monetary damages could be vulnerable to the defense of sovereign immunity and any judgment could not be satisfied by execution against any property of the City. The enforcement of a claim for the payment of a Bond also would be subject to the applicable provisions of the Federal bankruptcy laws and to any other statutes affecting the rights of creditors of political subdivisions and may be limited by general principles of equity.

### **Defeasance**

The Ordinance provides for the defeasance of the Bonds in any manner now or hereafter provided by law.

## **TAX INFORMATION**

### **General**

One of the City's primary sources of operational revenue and a principal source of funds for ad valorem tax debt service payments is ad valorem taxation.

### **Authority for Ad Valorem Taxation**

The appraisal of property within the City is the responsibility of the Harris County Appraisal District (the öAppraisal Districtö). Excluding agricultural and open-space land, which may be taxed on the basis of productive capacity, the Appraisal District is required under Title 1 of the Texas Property Tax Code (the öProperty Tax Codeö) to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. The value placed upon property within the Appraisal District is subject to review by the appraisal review board of the Appraisal District (the öAppraisal Review Boardö), consisting of three members appointed by the Board of Directors of the Appraisal District. The Appraisal District is required to review the value of property within

the Appraisal District at least every three years. The City may require an annual review at its own expense and is entitled to challenge the determination of appraised value of property within the City by petition filed with the Appraisal Review Board.

Reference is made to the Property Tax Code, for identification of property subject to taxation; property exempt or which may be exempted from taxation, if claimed; the appraisal of property for ad valorem taxation purposes; and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Article VIII of the State Constitution (Article VIII) and State law provide for certain exemptions from property taxes, the valuation of agricultural and open-space lands at productivity value, and the exemption of certain personal property from ad valorem taxation.

Under Section 1-b, Article VIII, and State law, the governing body of a political subdivision, at its option, may grant:

- (1) an exemption of not less than \$3,000 of the market value of the residence homestead of persons 65 years of age or older and the disabled from all ad valorem taxes thereafter levied by the political subdivision; and
- (2) an exemption of up to 20% of the market value of residence homesteads, with a minimum exemption of \$5,000.

The City granted an exemption to the market value of the residence homestead of persons 65 years of age or older of \$135,000; the disabled are granted an exemption of \$135,000. The City has granted, since tax year 1991, an exemption of 20% of the market value of residential homesteads with a minimum exemption of \$5,000. The City must grant a complete exemption for the residential homesteads of disabled veterans judged to be 100% disabled by the U.S. Department of Veterans Affairs.

In the case of residence homestead exemptions granted under Section 1-b, Article VIII, ad valorem taxes may continue to be levied against the value of homesteads exempted where ad valorem taxes have previously been pledged for the payment of debt if cessation of the levy would impair the obligation of the contract by which the debt was created. Ad valorem taxes are not levied by the City against the exempt value of residential homesteads for the payment of debt.

State law and Section 2, Article VIII, mandate an additional property tax exemption for disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces; the exemption applies to either real or personal property with the amount of assessed valuation exempted ranging from \$5,000 to a maximum of \$12,000.

Article VIII provides that eligible owners of both agricultural land (Section 1-d) and open-space land (Section 1-d-1), including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified under both Section 1-d and 1-d-1. Nonbusiness vehicles, such as automobiles or light trucks, are exempt from ad valorem taxation unless the governing body of a political subdivision elects to tax this property. Boats owned as nonbusiness property are exempt from ad valorem taxation. The City does not tax nonbusiness vehicles.

Article VIII, Section 1-j of the Texas Constitution provides for freeport property to be exempted from *ad valorem* taxation. Freeport property is defined as goods detained in Texas for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. The exemption became effective for the 1990-91 fiscal year and thereafter unless action to tax such property has been taken prior to April 1, 1990. Decisions to continue to tax may be reversed in the future; decisions to exempt freeport property are not subject to reversal. The City has taken no action to tax freeport property.

Article VIII, section 1-n of the Texas Constitution provides for the exemption from taxation of goods-in-transit. Goods-in-transit is defined by a provision of the Property Tax Code, as personal property acquired or imported into Texas and transported to another location in the State or outside of the State within 175 days of the date the property was acquired or imported into Texas. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out-board motor, heavy equipment and manufactured housing inventory. The Property Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods-in-transit during the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods-in-transit exemptions for items of personal property.

*Collections.* As of January 1 of each year, the City has a lien granted by statute for unpaid taxes on real property, which shall be levied for that tax year. A tax lien may not be enforced on personal property transferred to a bona fide Purchaser for value who does not have actual notice of the existence of the lien. In the event a taxpayer fails to make timely payment owing to the City on real property, a penalty of 6% of the unpaid taxes is incurred in the first month of delinquency and 1% is added monthly until July 1 when the penalty becomes 12%. In addition, interest on delinquent taxes accrues at the rate of 1% per month until paid. The City may file suit for the collection of delinquent taxes and may foreclose such lien in a foreclosure proceeding. The City may also impose an additional penalty to defray costs of collection by an attorney, not to exceed 20% of the total amount due. The property subject to the City's lien may be sold, in whole or in part, pursuant to a court order to collect the amounts due. The ability of the City to collect delinquent taxes by foreclosure may be adversely affected by the amount of taxes owed to other taxing units, adverse market conditions, taxpayer redemption rights, or bankruptcy proceedings which restrain the collection of the taxpayer's debt.

In addition, the Texas Legislature amended Section 33.02 of the Property Tax Code effective September 1, 2013. Such amendment requires a taxing jurisdiction, such as the City, to allow delinquent taxpayers to enter into installment agreements of a least 12, but not more than 36 months for the payment of ad valorem taxes on a residential homestead. At this time, the City cannot predict the impact this legislation may have on the property tax collections.

*Taxation Procedures.* By September 30 or the 60<sup>th</sup> day after the certified appraisal is received by the City, the City Council must adopt a tax rate for the current year. Taxes are due October 1 and become delinquent after January 31 of the following year. No discount for early payment is offered by the City, though the City may authorize discounts for early payment under State law. Partial payments may be accepted if requested by the taxpayer and approved by the City. If the target tax rate, excluding taxes for bonds and other contracted obligations, for the current year, exceeds the rollback tax rate, 10% of qualified voters of the City may petition for an election to determine whether to limit the increase of the tax rate to no more than the rollback year. The City is required to hold two public hearings should the target rate exceed the effective tax rate.

Under Texas law, the Appraisal District is under an obligation to assess all property for taxation which has not been rendered for taxation by the owner and to present his assessments along with any objections to renditions to a nine-member Appraisal Review Board, each of whom has resided within the Appraisal District for two years, and has been appointed by the Appraisal District's Board of Directors. The Appraisal Review Board has the ultimate responsibility of equalizing the value of all comparable taxable property within the Appraisal District; however, any owner who has rendered his property may appeal the decision of the Appraisal Review Board by filing suit in state district court in Harris County within 45 days from the date the tax roll is approved. In the event of such suit, the value of the property is determined by the court, or by a jury if requested by the owner, which value as so determined is binding on the City for the tax year in question and the succeeding year, except for subsequent improvements.

A City, or other taxing unit, may challenge the appraisals of categories of property within its jurisdiction under certain limited circumstances. The City may also sue the Appraisal District to compel it to comply with the tax code. It is not expected that Appraisal District procedures will affect the ability of the City to levy and collect taxes sufficient to meet its payment of the Bonds.

### **Tax Rate Limitation**

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax levied, within the limits prescribed by law, against all property within the City, sufficient to provide for the payment of principal of and interest on all ad valorem tax debt of the City. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 assessed valuation for all City purposes. The City operates under a Home Rule Charter, which adopts the constitutional provisions. While there is no direct funded debt limitation imposed on the City under current Texas law, the Texas Attorney General has adopted an administrative policy that prohibits the issuance of general obligation debt payable from ad valorem taxes by a municipality, such as the City, if the issuance produces debt service requirements exceeding that which can be paid from \$1.50 of the foregoing \$2.50 maximum tax rate calculated at 90% of collections. The issuance of the Bonds does not violate these limitations.

## Effective Tax Rate and Rollback Tax Rate

Under current law, the City Council is required to adopt the annual tax rate for the City before the later of September 30 or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the City. If the annual tax rate is not adopted by such required date, the tax rate for that tax year is the lower of the effective tax rate calculated for that tax year or the tax rate adopted by the City for the preceding tax year.

Under the Property Tax Code, the City must annually calculate and publicize its "effective tax rate" and "rollback tax rate." The City Council may not adopt a tax rate that exceeds the prior year's levy until it has held two public hearings on the proposed increase following notice to the taxpayers and otherwise complied with the Property Tax Code. The City Council is prohibited from adopting a tax rate that exceeds the lower of the rollback tax rate or the effective tax rate until two public hearings are held on the proposed tax rate following a notice of such public hearings (including the requirement that notice be posted on the City's website if the City owns, operates or controls an internet website and public notice be given by television if the City has free access to a television channel) and the City Council has otherwise complied with the legal requirements for the adoption of such tax rate. If the adopted tax rate exceeds the rollback tax rate, the qualified voters of the City, by petition, may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate.

"Effective tax rate" means the rate that will produce last year's total tax levy (adjusted) from this year's total taxable values (adjusted). "Adjusted" means lost values are not included in the calculation of last year's taxes and new values are not included in this year's taxable values.

"Rollback tax rate" means the rate that will produce last year's maintenance and operation tax levy (adjusted) from this year's values (adjusted) multiplied by 1.08 plus a rate that will produce this year's debt service from this year's values (unadjusted) divided by the anticipated tax collection rate.

The Property Tax Code provides that certain cities and counties in the State may submit a proposition to the voters to authorize an additional one-half cent sales tax on retail sales of taxable items. If the additional tax is levied, the effective tax rate and the rollback tax rate calculations are required to be offset by the revenue that will be generated by the sales tax in the current year. Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

## Municipal Sales Tax Collections

The City has adopted the Municipal Sales and Use Tax Act, Chapter 321, Texas Tax Code, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City. The proceeds are credited to the General Fund and are not pledged to the payment of the Bonds.

## SELECTED ISSUER INFORMATION

### Capital Improvement Plan

On November 8, 2016, the voters of the City approved three bond propositions totaling \$53.98 million. Of that, \$24 million was authorized for streets, drainage and sidewalk improvements, \$5.6 million was authorized for the construction of municipal buildings, including a city hall/civic center and police/courts building and \$24.38 million was authorized for water and wastewater improvements. This is the second installment and funds will be used for streets and drainage, sidewalk improvements and water and wastewater improvements.



### Authorized but Unissued General Obligation Debt

The City will have \$21,500,000 million authorized but unissued general obligation debt remaining after the issuance of the Bonds.

<u>Bellaire - voted 2016</u>	<u>Initially Authorized</u>	<u>Previously Issued</u>	<u>Authorized But Unissued</u>	<u>Proposed 2017A</u>	<u>Remaining Authorization</u>
Street & Drainage Improvements	\$ 20,000,000	\$ 1,000,000	\$ 19,000,000	\$ 6,000,000	\$ 13,000,000
Municipal Facilities	5,600,000	5,600,000	-	-	-
Sidewalk Repairs	4,000,000	1,000,000	3,000,000	2,000,000	1,000,000
Water and Sewer Improvements	24,380,000	13,300,000	11,080,000	3,580,000	7,500,000
	<u>\$ 53,980,000</u>	<u>\$ 20,900,000</u>	<u>\$ 33,080,000</u>	<u>\$ 11,580,000</u>	<u>\$ 21,500,000</u>

### Anticipated Issuance of Additional Debt

The City anticipates the issuance the remaining authorization to be issued over the next two years.

### Other Obligations

The City does not currently have other obligations outstanding.

### Employee Retirement System and OPEB Liability

Refer to "Selected Data from the Comprehensive Annual Financial Report, City of Bellaire, Texas, Fiscal Year Ended September 30, 2016, Note 9 "Employee Retirement System", and Note 10 "Other Post-Employment Benefits" attached hereto as Appendix C for a detailed discussion regarding the Employee Retirement System.

### Risk From Weather Events

All of the United States Gulf Coast, including the City, is subject to hurricanes, tropical storms and other weather events that can cause loss of life and damage to property through weather events that include strong winds, storm surges, flooding and heavy rains. In the event that weather events cause a substantial loss of taxable assessed valuation in the City for a prolonged period, the ability of the City to pay its debt obligations, including the Bonds, could be impacted.

In September 2008, Hurricane Ike struck the Texas Gulf Coast, and the City incurred approximately \$2,000,000 worth of damage as a result. The City filed for reimbursement from federal agencies and Texas Municipal League Insurance and has been reimbursed for most of the damages. In May 2015, a significant rain event impacted Harris County including the City. The Harris County Flood Coastal District estimates that 160 homes in the City were flooded.

The damage caused by Hurricane Ike has not had significant impact on assessed valuations within the City and no assessment has been made of the May 2015 rain event. However, additional hurricanes or heavy rain events striking the area of the City in the future could result in negative impacts to the City.

### Environmental Considerations

*Air Quality Regulation.* Air quality measures required by the United States Environmental Protection Agency ("EPA") and the Texas Commission on Environmental Quality ("TCEQ") may impact new industrial, commercial and residential development in Houston and adjacent areas. Under the Clean Air Act ("CAA") Amendments of 1990, the eight-county Houston-Galveston area ("HGB area") - Harris, Galveston, Brazoria, Chambers, Fort Bend, Waller, Montgomery and Liberty counties - was originally designated by the EPA as a moderate ozone nonattainment area for the "8-hour" ozone standard. Such areas are required to demonstrate progress in reducing ozone concentrations each year until the EPA's "8-hour" ozone standards are met. To provide for reductions in ozone concentrations, the EPA and the TCEQ have imposed increasingly stringent limits on sources of air emissions and require any new source of significant air emissions to provide for a net reduction of air emissions. If the HGB area fails to demonstrate progress in reducing ozone concentrations or fails to meet EPA's standards, EPA may impose a moratorium on the

awarding of federal highway construction grants and other federal grants for certain public works construction projects, as well as severe emissions offset requirements on new major sources of air emissions for which construction has not already commenced.

In order to comply with the EPA's standards for the HGB area, the TCEQ has established a state implementation plan (SIP) setting emission control requirements, some of which regulate the inspection and use of automobiles. These types of measures could impact how people travel, what distances people are willing to travel, where people choose to live and work, and what jobs are available in the HGB area. On June 15, 2007, the Governor of the State of Texas requested a voluntary reclassification of the HGB area to a severe ozone nonattainment area for the 8-hour ozone standard, with an attainment date of June 15, 2019. The EPA is required to approve a request for a voluntary reclassification. The severe classification would give the HGB area more time to reach attainment. It is possible that additional controls will be necessary to allow the HGB area to reach attainment by June 15, 2019. These additional controls could have a negative impact on the HGB area's economic growth and development.

### **Area Topography and Land Subsidence**

The land surface in certain areas of the City has subsided several feet since 1943 and the subsidence is continuing. The principal causes of subsidence are considered to be the withdrawal of groundwater and, to a lesser extent, oil and gas production. Subsidence may impair development in certain areas and expose such areas to flooding and severe property damage in the event of storms and hurricanes, and thus may affect assessed valuations in those areas. In 1975, the Texas Legislature created the Harris Galveston Subsidence District (the "Subsidence District") to provide regulatory control over the withdrawal of groundwater in Harris and Galveston Counties in an effort to limit subsidence. This state agency, with no powers to levy taxes or incur debt, encompasses an area which includes the existing surface water supplies, provides an alternative source of water to meet many industrial and domestic water needs and, with the reduction of withdrawal of groundwater, the rate of subsidence has been reduced, but not eliminated.

### **Water Supply**

The City was required by the Subsidence District to convert to surface water for a significant portion of its water supply. The City adopted a Groundwater Reduction Plan of 50% surface water and 50% groundwater. It negotiated and entered into a long-term contract with the City of Houston to purchase sufficient potable water to meet the Subsidence District's conversion requirements. The surface water conversion project was completed in April 2003 at a cost of \$2.3 million paid for by funds on hand. In addition, the City has approximately 72 miles of water mains, 4 wells, 6 ground storage tanks and 2 elevated storage tanks.

### **Financial Policies**

*Basis of Accounting.* The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. Governmental resources are allocated and accounted for in the individual funds based upon the purposes for which they are utilized and the means by which spending activities are controlled. All proprietary funds are accounted for using the accrual basis of accounting. See "Selected Data from Comprehensive Annual Financial Report, City of Bellaire, Texas, Fiscal Year Ended September 30, 2016" attached hereto as Appendix C.

*General Fund Balance.* The general fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, fines and forfeitures, permits and charges for services.

*Debt Service Fund.* The debt service fund is used to account for the payment of interest and principal on all general obligation bonds and other long-term debt of the City. The primary source of revenue for the debt service is local property taxes.

*Capital Projects Fund.* The capital projects funds are used to account for the expenditures of resources accumulated from tax revenues and the sale of Bonds and related interest earnings for the capital improvement projects. The capital projects funds include the capital improvement fund, which accounts for those projects funded by tax revenue; the bond fund, which includes those projects funded with bond proceeds; and the equipment replacement fund, which

includes those projects funded with revenue from other governmental sources.

*Enterprise Fund.* The enterprise fund is used to account for the operations that provide water and wastewater collection, wastewater treatment operations and solid waste operations.

### **Deposits and Investments**

*Authorized Investments.* Under Texas law, the City is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State of Texas or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit (i) meeting the requirements of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code) that are issued by or through an institution that either has its main office or a branch in Texas, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits or, (ii) where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State of Texas that is selected by the City; (iii) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (v) the City appoints the depository institution selected under (ii) above, an entity as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit issued for the account of the City; (8) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (9) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (10) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share; and (12) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below. Texas law also permits the City to invest bond proceeds in a guaranteed investment contract, subject to limitations as set forth in the Public Funds Investment Act, Texas Government Code, Chapter 2256.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1)

through (6) above, clauses (10) through (12) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAAM or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Investment Policies.* Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

*Additional Provisions.* Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio and requires interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (7) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (8) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory requirements; and (10) at least

annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

*Current Investments.* As of June 1, 2017, the City had \$51,078,025 in cash and investments.

As of such date, the market value of such investments (as determined by the City by reference to published quotations, dealer bids, and comparable information) was approximately 100% of their book value. No funds of the City are invested in derivative securities, *i.e.*, securities whose rate of return is determined by reference to some other instrument, index, or commodity.

## LEGAL MATTERS

### Legal Opinions

The Bonds are offered when, as and if issued, subject to the approval by the Attorney General of the State and the rendering of an opinion as to legality by Johnson Petrov LLP, Houston, Texas, Bond Counsel for the City.

The City will furnish the Initial Purchaser with a complete transcript of proceedings held incident to the authorization and issuance of the Bonds, including the approving opinion of the Attorney General of the State of Texas as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and legally binding Bonds of the City under the Constitution and laws of the State. The City will also furnish the approving legal opinion of Bond Counsel in substantially the form attached hereto as Appendix D.

In its capacity as Bond Counsel, Johnson Petrov LLP, Houston, Texas, has not independently verified any of the factual information contained in this Official Statement nor have they conducted an investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. Bond Counsel's role in connection with the Official Statement was limited to reviewing the information describing the Bonds in the Official Statement to verify that such descriptions conform to the provisions of the Ordinance. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the information contained herein.

The legal fee to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent on the sale and delivery of the Bonds. The legal opinion will accompany the Bonds deposited with DTC or will be printed on the Bonds in the event of the discontinuance of the book-entry-only system.

The legal opinion to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

### Litigation

The City is exposed to various risks of losses related to torts, theft of, damage to and destruction of fixed assets; error and omissions; injuries to employees; and natural disasters. The City has obtained coverage for these risks through the Texas Municipal League's Intergovernmental Risk Pool (the "TMLIRP") and has provided various employee education and prevention programs. Various claims and lawsuits are pending against the City. In the opinion of City management, after consultation with legal counsel, the potential loss on all claims and lawsuits will not materially affect the City's financial position.

### No-Litigation Certificate

The City will furnish the Initial Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both the Mayor and the City Secretary, to the effect that no litigation of any nature is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution, or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceeding for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds.



## TAX MATTERS

### Tax Exemption

In the opinion of Johnson Petrov LLP, Bond Counsel, under existing law (i) interest on the Bonds is excludable from gross income for federal income tax purposes and (ii) the Bonds are not "private activity bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and, as such, interest on the Bonds is not subject to the alternative minimum tax on individuals and corporations, except as described below in the discussion regarding the adjusted current earnings adjustment for corporations.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds to be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the "Service"). The City has covenanted in the Ordinance that it will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Ordinance pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and, in addition, will rely on representations by the City, the City's Financial Advisor and the Initial Purchaser with respect to matters solely within the knowledge of the City, the City's Financial Advisor and the Initial Purchaser, respectively, which Bond Counsel has not independently verified. If the City fails to comply with the covenants in the Ordinance or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

The Code also imposes a 20% alternative minimum tax on the "alternative minimum taxable income" of a corporation if the amount of such alternative minimum tax is greater than the amount of the corporation's regular income tax. Generally, the alternative minimum taxable income of a corporation (other than any S corporation, regulated investment company, REIT, or REMIC), includes 75% of the amount by which its "adjusted current earnings" exceeds its other "alternative minimum taxable income." Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation's "adjusted current earnings," ownership of the Bonds could subject a corporation to alternative minimum tax consequences.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

### Additional Federal Income Tax Considerations

**Collateral Tax Consequences...** Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers qualifying for

the health insurance premium assistance credit and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be subject to the branch profits tax on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

**Tax Accounting Treatment of Original Issue Premium...**The issue price of all or a portion of the Bonds may exceed the stated redemption price payable at maturity of such Bonds. Such Bonds (the "Premium Bonds") are considered for federal income tax purposes to have bond premium equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Certificate and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

**Tax Accounting Treatment of Original Issue Discount...**The issue price of all or a portion of the Bonds may be less than the stated redemption price payable at maturity of such Bonds (the "Original Issue Discount Bonds"). In such case, the difference between (i) the amount payable at the maturity of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions "TAX MATTERS - Tax Exemption" and "TAX MATTERS - Additional Federal Income Tax Considerations - Collateral Tax Consequences" and "Tax Legislative Changes" generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Initial Purchaser has purchased the Bonds for contemporaneous sale to the public and (ii) all of the Original Issue Discount Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Official Statement. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue

discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

### **Tax Legislative Changes**

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Certificates. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

## **CONTINUING DISCLOSURE OF INFORMATION**

In the Bond Ordinance, the City has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually and timely notice of specified events to the Municipal Securities Rulemaking Board (MSRB).

### **Annual Reports**

The City annually will provide certain updated financial information and operating data to the MSRB via the Electronic Municipal Market Access (EMMA) system. The information to be updated includes all quantitative financial information and operating data of the general type included in this Official Statement in Appendix A in schedules 1, 5 through 8, and 11 through 13 and Appendix C attached hereto. The City will update and provide this information within six months after the end of each fiscal year ending on or after September 30, 2017.

The City may provide updated information in full text, or may incorporate by reference any publicly available documents, or in such other form consistent with the agreement, as permitted by Rule 15c2-12 of the United States Securities and Exchange Commission (SEC). The updated information will include audited financial statements, if the City commissions an audit and the audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements when and if they become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix C or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

The City may provide updated information in full text or may incorporate by reference documents available on EMMA or filed with the U.S. Securities and Exchange Commission (SEC). The City's current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

### **Event Notices**

The City will also provide to the MSRB notices of certain events on a timely basis no later than 10 business days after the event. The City will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Certificate

calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of the trustee, if material. (Neither the Bonds nor the Ordinance make any provision for a trustee.) The City will also provide timely notice of any failure by the City to provide annual financial information in accordance with their agreement described above under "Annual Reports."

### **Availability of Information from EMMA**

All such information described above must be filed with the MSRB. Investors will be able to access continuing disclosure information filed with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org). The City has agreed to provide the foregoing information only to the MSRB through EMMA.

### **Limitations and Amendments**

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

### **Compliance with Prior Undertakings**

On July 31, 2014, the City filed material event notices for various rating changes for CIFG, FGIC and MBIA which were not previously filed in a timely manner. Additionally, the City filed a notice of Failure to File Information as required by the Rule. On July 31, 2014, the City filed a material event notice for failure to file in a timely manner the rating withdrawal for AMBAC. The City had filed on August 22, 2011 the notice of the withdrawal; however, the filing was made more than 10 days after the event. Furthermore, on July 31, 2014, the City filed a material event notice for failure to file in a timely manner the rating withdrawal for MBIA. The City had filed on February 9, 2012 the notice of the downgrade; however, the filing was made more than 10 days after the event. On July 31, 2014, the City filed a material event notice for the ratings upgrade of Assured Guaranty Corp and an event notice for failure to file in a timely manner the rating upgrade.

Other than stated above, for the past five years, the City has complied in all material respects with its previous continuing disclosure agreements in accordance with the Rule.

## OTHER INFORMATION

### Rating

S&P Global Ratings, acting through Standard & Poor's Financial Services LLC (S&P) has assigned its municipal bond rating of AAA/stable to this issue of Bonds. An explanation of the rating may be obtained from S&P. The rating reflects only the view of the rating organization and the City makes no representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating company, if in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

### Financial Advisor

USCA Municipal Advisors, LLC (the Financial Advisor), a subsidiary of U.S. Capital Investors, LLC, has been employed by the City to assist the City in connection with issuance of the Bonds. The Financial Advisor's fee for services with respect to the Bonds is contingent upon the issuance and delivery of the Bonds. Although the Financial Advisor has assisted in the drafting of this Official Statement, the Financial Advisor has not independently verified any of the data contained in it nor conducted a detailed investigation of the affairs of the City to determine the accuracy or completeness of this Official Statement. No person should presume that the limited participation of such Financial Advisor means that such Financial Advisor assumes any responsibility for the accuracy or completeness of any of the information contained in this Official Statement.

### Initial Purchaser

After requesting competitive bids for the Bonds, the City has accepted a bid tendered by \_\_\_\_\_ (the Initial Purchaser) to purchase the Bonds at the rates shown on the inside cover page of this Official Statement at a price of \$ \_\_\_\_\_ (which includes the par of \$ \_\_\_\_\_ plus a premium of \$ \_\_\_\_\_). No assurance can be given that any trading market will be developed for the Bonds after their initial sale by the City to the Initial Purchaser. The City has no control over the prices at which the Bonds subsequently sold and the initial yields at which the Bonds will be priced and reoffered will be established by and the responsibility of the Initial Purchaser.

## GENERAL CONSIDERATIONS

### Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the City of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds, stating the prices at which a substantial amount of the Bonds of each maturity have been sold to the public. For this purpose, the term "public" shall not include any bondhouse, broker, dealer, or similar person acting in the capacity of Initial Purchaser or wholesaler. The City has no control over trading of the Bonds after a bona fide offering of the Bonds is made by the Initial Purchaser at the yields specified inside on the cover page. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering price, including sales to dealers who may sell the Bonds into investment accounts.

### Legal Investments and Eligibility to Secure Public Funds in Texas

Pursuant to the Texas Public Securities Act, Chapter 1201, Texas Government Code, as amended, the Bonds, whether rated or unrated, are legal and authorized investments for insurance companies, fiduciaries or trustees, and for municipalities and other political subdivisions or public agencies. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose a requirement consistent with such act that the Bonds have a rating of not less than AA or its equivalent to be legal investments of such entity's funds. The "Public Funds Collateral Act," Chapter 2257, Texas Government Code, provides that deposits of public funds, as defined in such chapter, must be secured by



eligible security. "Eligible Security" is defined to include local government obligations (such as the Bonds) with a rating from a nationally recognized investment firm of "A" or its equivalent. See "RATING" herein.

**The City makes no representation that the Bonds will be acceptable to public entities to secure their deposits, or acceptable to any such entities or institutions for investment purposes. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states.**

### **Securities Laws**

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The City assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

### **Sources and Compilation of Information**

The information contained in this Official Statement has been obtained primarily from the City and from other sources believed to be reliable. No representation is made as to the accuracy or completeness of the information derived from sources other than the City. This is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the statutes, resolutions and other related documents are included herein subject to all the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

### **Forward-Looking Statements**

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements.

The City's actual results could differ materially from those in such forward-looking statements. The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

### **Approval of the Official Statement**

The Bond Ordinance approved the form and content of this Official Statement and any addenda, supplement or amendment thereto and authorized use in the re-offering of the Bonds by the Initial Purchaser. This Official Statement has been approved by the City Council for distribution in accordance with the provisions of the Rule.

### **Certification of the Official Statement**

At the time of payment for and delivery of the Bonds, the Initial Purchaser will be furnished a certificate, executed by the proper City officials, acting in their official capacity, to the effect that to the best of their knowledge and belief: (a)

the descriptions and statements of or pertaining to the City contained in its Official Statement and any addenda, supplement or amendment thereto, for its Bonds on the date of such Official Statement, on the date of purchase of said Bonds, and on the date of delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of, or pertaining to, entities other than the City and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that they are untrue in any material respect; (d) there has been no material adverse change in the financial condition of the City since September 30, 2016, the date of the last audited financial statements of the City; and (e) except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, of which the City has notice to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner question the validity of the Bonds.

### **Audited Financial Statements**

Whitley Penn LLP, the City's independent auditor, has not reviewed, commented on, or approved, and is not associated with, this Official Statement. The report of Whitley Penn LLP relating to the City's financial statements for the fiscal year ended September 30, 201 is included in this Official Statement in APPENDIX C; however, Whitley Penn LLP has not performed any procedures on such financial statements since the date of such report, and has not performed any procedures on any other financial information of the City, including without limitation any of the information contained in this Official Statement, and has not been asked to consent to the inclusion of its report, or otherwise be associated with this Official Statement.

## APPENDIX A

## GENERAL FINANCIAL INFORMATION AND DEBT INFORMATION

The City has previously issued general obligation bonds (the "Outstanding Bonds"). The following table sets forth the principal amounts of the Outstanding Bonds and the Bonds.

## Schedule 1 – Outstanding Obligations

<b><u>Outstanding General Obligation Debt As of August 1, 2017</u></b>	<b><u>Principal Outstanding</u></b>
General Obligation Bonds, Series 2009	\$ 3,855,000
General Obligation Refunding Bonds, Series 2009A	3,195,000
General Obligation Refunding Bonds, Series 2010	8,705,000
General Obligation Bonds, Series 2010A	905,000
General Obligation Bonds, Series 2011	5,720,000
General Obligation Refunding Bonds, Series 2011A	5,095,000
General Obligation Refunding Bonds, Series 2011B	6,800,000
General Obligation Refunding Bonds, Series 2012	8,510,000
General Obligation Bonds, Series 2013	4,980,000
General Obligation Bonds, Series 2014	9,480,000
General Obligation Bonds, Series 2015	6,710,000
General Obligation Refunding Bonds, Series 2016	9,520,000
General Obligation Bonds, Series 2017	<u>33,315,000</u>
Total	\$ 106,790,000
Plus: The Bonds	\$ 11,580,000 *
Total	<u>\$ 118,370,000 *</u>

\*Preliminary, subject to change.

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## Schedule 2 – Pro Forma Debt Service Requirements

FYE 9/30	Outstanding Debt Service	The Bonds*				Total Debt Service	Less: Transfer of Utility Revenues <sup>(a)</sup>	Net Debt Service
		Principal	Interest Rate <sup>(b)</sup>	Interest	Total			
2018	\$ 8,542,361	\$ -	-	\$ 428,460	\$ 428,460	\$ 8,970,821	\$ 1,766,204	\$ 7,204,617
2019	8,245,824	295,000	4.000%	457,300	752,300	8,998,124	1,860,386	7,137,737
2020	8,266,955	305,000	4.000%	445,300	750,300	9,017,255	1,857,648	7,159,608
2021	8,254,488	315,000	4.000%	432,900	747,900	9,002,388	1,846,759	7,155,628
2022	8,273,636	330,000	4.000%	420,000	750,000	9,023,636	1,797,935	7,225,700
2023	8,276,314	345,000	4.000%	406,500	751,500	9,027,814	1,807,045	7,220,769
2024	8,274,720	360,000	4.000%	392,400	752,400	9,027,120	1,798,765	7,228,355
2025	8,291,121	375,000	4.000%	377,700	752,700	9,043,821	1,794,995	7,248,826
2026	8,285,863	390,000	4.000%	362,400	752,400	9,038,263	1,786,756	7,251,507
2027	7,932,562	405,000	4.000%	346,500	751,500	8,684,062	1,579,935	7,104,127
2028	7,075,490	420,000	4.000%	330,000	750,000	7,825,490	1,353,355	6,472,135
2029	6,591,434	435,000	4.000%	312,900	747,900	7,339,334	1,223,734	6,115,600
2030	6,056,107	455,000	4.000%	295,100	750,100	6,806,207	1,113,444	5,692,763
2031	5,357,543	475,000	4.000%	276,500	751,500	6,109,043	1,110,771	4,998,271
2032	4,885,794	495,000	4.000%	257,100	752,100	5,637,894	1,111,329	4,526,565
2033	4,621,835	515,000	4.000%	236,900	751,900	5,373,735	1,110,616	4,263,119
2034	4,620,140	535,000	4.000%	215,900	750,900	5,371,040	1,110,941	4,260,099
2035	4,151,241	555,000	4.000%	194,100	749,100	4,900,341	1,083,699	3,816,641
2036	3,823,231	580,000	4.000%	171,400	751,400	4,574,631	1,033,272	3,541,360
2037	3,385,991	600,000	4.000%	147,800	747,800	4,133,791	1,033,657	3,100,134
2038	3,382,478	625,000	4.000%	123,300	748,300	4,130,778	1,032,128	3,098,650
2039	3,041,975	650,000	4.000%	97,800	747,800	3,789,775	1,033,428	2,756,347
2040	2,416,513	680,000	4.000%	71,200	751,200	3,167,713	1,033,082	2,134,631
2041	2,017,813	705,000	4.000%	43,500	748,500	2,766,313	1,033,914	1,732,399
2042	2,014,650	735,000	4.000%	14,700	749,700	2,764,350	1,033,029	1,731,321
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
Total	\$ 146,086,076	\$ 11,580,000		\$ 6,857,660	\$ 18,437,660	\$ 164,523,736	\$ 34,346,827	\$ 130,176,909

(a) The Enterprise Fund transfers a discretionary amount to the Debt Service Fund to pay a portion of the principal and interest on the general obligation debt used to finance capital improvements used in the enterprise activities.

(b) Interest Coupon shown for illustrative purposes only.

\*Preliminary, subject to change.

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### Schedule 3 – Tax Adequacy for Estimated Debt Service

The calculations shown below assume, solely for the purpose of illustration, no change in assessed valuation over the 2016 taxable assessed valuation provided by the Appraisal District and use of tax rate adequate to service the City's total debt service requirements following the issuance of the Bonds. The potential use of surplus balances in the debt service fund, the capital projects fund, and the general fund are not reflected in the computations.

#### Estimated Total Debt Service <sup>(a)\*</sup>

Average annual debt service requirements on the City's total outstanding indebtedness including the Bonds .	\$ 6,580,949
---	--------------

\$ 0.1385 Tax rate on 2016 taxable assessed valuation at 99% collection produces:	\$ 6,584,414
---	--------------

Maximum annual debt service requirements on the City's total outstanding indebtedness including the Bonds .	\$ 9,043,821
---	--------------

\$ 0.1903 Tax rate on 2016 taxable assessed valuation at 99% collection produces:	\$ 9,047,032
---	--------------

(a) Includes the Bonds.

\*Preliminary, subject to change.

#### Estimated Net Debt Service <sup>(a)\*</sup>

Average annual debt service requirements on the City's net outstanding indebtedness including the Bonds .	\$ 5,207,076
---	--------------

\$ 0.1096 Tax rate on 2017 taxable assessed valuation at 99% collection produces:	\$ 5,210,482
---	--------------

Maximum annual debt service requirements on the City's net outstanding indebtedness including the Bonds	\$ 7,251,507
---	--------------

\$ 0.1526 Tax rate on 2017 taxable assessed valuation at 99% collection produces:	\$ 7,254,740
---	--------------

(a) Includes the Bonds.

\*Preliminary, subject to change.

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#### Schedule 4 - Estimated Overlapping Debt

Expenditures of the various taxing bodies within the territory of the City may be paid out of ad valorem taxes levied by these taxing bodies on property within the City. These political taxing bodies are independent of the City and may incur borrowings to finance their expenditures. The following information on overlapping jurisdictions was developed from information contained in Texas Municipal Reports published by the Municipal Advisory Council of Texas. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the date stated in the table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds the amount of which cannot be determined.

<b>Taxing Jurisdictions</b>	<b>Gross Debt Outstanding</b>	<b>As of</b>	<b>Percent Overlapping</b>	<b>Amount</b>
Harris County	\$ 2,303,812,874 <sup>(a)</sup>	5/31/2017	1.19%	\$ 27,415,373
Harris County Dept of Education	6,780,000 <sup>(a)</sup>	5/31/2017	1.19%	80,682
Harris County Flood Control District	83,075,000 <sup>(a)</sup>	5/31/2017	1.19%	988,593
Harris County Hospital District	61,595,000	5/31/2017	1.19%	732,981
Harris Co Toll Road	-	5/31/2017	1.19%	-
Houston Community College	599,540,000 <sup>(a)</sup>	5/31/2017	2.48%	14,868,592
Houston ISD	3,136,060,000 <sup>(a)</sup>	5/31/2017	2.98%	93,454,588
Port of Houston Authority	657,994,397 <sup>(a)</sup>	5/31/2017	1.19%	7,830,133
Total Overlapping	\$ 6,848,857,271			\$ 145,370,942
City of Bellaire <sup>(b)*</sup>	\$ 118,370,000	8/1/2017	100%	\$ 118,370,000
Total	\$ 6,967,227,271			\$ 263,740,942

(a) Gross debt. Some debt may be supported by other revenues and thus be considered self-supporting.

(b) Includes the Bonds. Preliminary, subject to change.

Source: Municipal Advisory Council of Texas.

#### Schedule 5 – Historical Analysis of Ad Valorem Taxation

The following table sets forth the City's historical taxable assessed valuation.

<b>Tax Year</b>	<b>Assessed Valuation</b>	<b>Tax Rate</b>	<b>Adjusted Tax Levy</b>	<b>Percent Collections</b>		<b>FYE</b>
				<b>Current</b>	<b>Total</b>	
2012	\$ 3,367,863,527	\$ 0.3999	\$ 13,382,086	99.67%	99.66%	2013
2013	3,629,418,407	0.3999	14,364,926	99.69%	99.69%	2014
2014	4,022,863,562	0.3936	15,743,170	99.70%	99.33%	2015
2015 <sup>(b)</sup>	4,492,435,794	0.3805	17,137,875	99.65%	99.55%	2016
2016 <sup>(a)</sup>	4,802,110,312	0.3874	18,603,375	99.05%	99.10%	2017

(a) Source: City of Bellaire, Texas.

(b) Source: Texas Municipal Advisory Council.

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### Schedule 6 – Historical Analysis of the Assessed Valuation by Category

The following table sets forth the City's assessed valuation by category.

<b>Fiscal Year</b>	<b>Tax Year</b>	<b>Real Property <sup>(a)</sup></b>	<b>Personal Property <sup>(a)</sup></b>	<b>Total <sup>(a)</sup></b>
2013	2012	\$ 3,233,587,984	\$ 134,275,543	\$ 3,367,863,527
2014	2013	3,490,155,153	139,263,254	3,629,418,407
2015	2014	3,905,688,782	117,174,780	4,022,863,562
2016	2015	4,393,494,108	98,941,686	4,492,435,794
2017	2016	4,685,042,857	99,447,271	4,784,490,128

(a) Values may differ from those shown elsewhere in the document.

Source: City of Bellaire.

### Schedule 7 – Top Ten Taxpayers

The table below reflects the City's top ten taxpayers for 2016.

<b>Top Ten Taxpayers <sup>(a)</sup></b>	<b>Type of Property</b>	<b>2016 Taxable Assessed Valuation <sup>(a)</sup></b>	<b>Percent of 2016 Taxable Assessed Valuation</b>
Chevron Chemical Co.	Oil & Gas	\$ 81,889,532	1.71%
KBS Sor 6565 6575 West Loop	Land/Improvements	39,173,621	0.82%
Pin Oak North Parcel LL LLC	Land/Improvements	38,140,622	0.79%
BRI 1833 6330 LLC	Land/Improvements	37,836,000	0.79%
Centerpoint Energy	Electric Utility	31,186,932	0.65%
SBC Communications	Utility	28,497,360	0.59%
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,000,000	0.56%
CHP Houston Tx Hospital Land	Hospital	24,441,321	0.51%
Pin Oak South Parcel LL LLC	Land/Improvements	19,781,055	0.41%
Pin Oak North Parcel LL LLC	Land/Improvements	13,745,000	0.29%
		<u>\$ 341,691,443</u>	<u>7.12%</u>

(a) Source: Texas Municipal Advisory Council.

2016 Taxable Assessed Valuation      \$      4,802,110,312

### Schedule 8 – Tax Rate Distribution

The following table sets forth the historical tax rates for the City.

<b>Tax Rate Distribution</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
General Fund	\$ 0.2551	\$ 0.2501	\$ 0.2532	\$ 0.2563	\$ 0.2554
Debt Service Fund	0.1323	0.1304	0.1404	0.1436	0.1445
Total	\$ 0.3874	\$ 0.3805	\$ 0.3936	\$ 0.3999	\$ 0.3999

### Schedule 9 – Estimated Overlapping Taxes

Property within the City is subject to taxation by several taxing authorities in addition to the City. Under Texas law, a tax lien attaches to property to secure the payment of all taxes, penalty, and interest for the year, on January 1 of that year. The tax lien on property in favor of the City is on parity with tax liens of other taxing jurisdictions. In addition to ad valorem taxes required to make debt service payments on bonded debt of the City and such other jurisdictions, certain taxing jurisdictions are authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

<b>Taxing Jurisdiction</b>	<b>Tax Year 2016 Rates</b>
Houston Independent School District	\$ 1.20670
Harris County	0.41656
Harris County Flood Control District	0.02829
Port of Houston Authority	0.01340
Harris County Hospital District	0.17179
Harris County Dept of Education	0.00520
Houston Community College District	0.10026
City of Bellaire	0.38740

Source: Harris County Appraisal District.

### Schedule 10 – Municipal Sales Tax History

The City has adopted the Municipal Sales and Use Tax Act, Chapter 321, Texas Tax Code, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City. The proceeds are credited to the General Fund and are not pledged to the payment of the Bonds. State law allows the City to collect sales tax to assist in the promotion and development activities of the City.

<b>FYE 9/30</b>	<b>Sales Tax Revenues <sup>(a)</sup></b>
2012	\$ 2,156,893
2013	2,590,958
2014	2,310,083
2015	2,391,335
2016	2,420,809
2017 <sup>(b)</sup>	1,646,808

(a) Source: City of Bellaire, Texas.

(b) Collections through June 30, 2017.

## Schedule 11 – Historical Operations of the Debt Service Fund

The following statement sets forth in condensed form the historical operations of the City's Debt Service Fund. Such information has been prepared based upon information obtained from the City's audited financial statements and other information provided by the City.

	Fiscal Year Ended September 30,				
	2016	2015	2014	2013	2012
<b>Revenues</b>					
Property taxes	\$ 5,846,605	\$ 5,576,528	\$ 5,137,286	\$ 4,839,801	\$ 4,916,702
Investment income	6,081	3,591	2,107	2,094	32,532
<b>Total Revenues</b>	5,852,686	5,580,119	5,139,393	4,841,895	4,949,234
<b>Expenditures</b>					
General Government			-	-	-
Debt Service:					
Principal retirement	4,055,000	3,955,000	3,690,000	3,500,000	3,465,000
Interest & fiscal charges	2,772,676	2,623,526	2,341,311	2,256,878	2,381,610
Payment to bond escrow agent	-	-	-	-	15,943,348
Bond issuance costs	-	-	-	-	613,258
<b>Total Expenditures</b>	6,827,676	6,578,526	6,031,311	5,756,878	22,403,216
<b>Revenues Over (Under)</b>					
<b>Expenditures</b>	(974,990)	(998,407)	(891,918)	(914,983)	(17,453,982)
<b>Other Financing Sources (Uses)</b>					
Operating transfers in	950,000	950,000	950,000	950,000	950,000
Bonds issued	-	-	-	-	24,915,000
Bond premium	-	-	-	-	1,206,254
Payment to bond escrow agent	-	-	-	-	(9,548,460)
Other	-	-	-	-	-
<b>Total Other Financing Sources(Uses)</b>	950,000	950,000	950,000	950,000	17,522,794
<b>Excess (Deficiency) of Revenues</b>					
<b>Over (Under) Expenditures</b>	(24,990)	(48,407)	58,082	35,017	68,812
<b>Fund balances - Beginning</b>	514,125	562,532	504,450	469,433	400,621
<b>Fund balances - Ending</b>	\$ 489,135	\$ 514,125	\$ 562,532	\$ 504,450	\$ 469,433

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## Schedule 12 – Historical Operations of the General Fund

The following statement sets forth in condensed form the historical operations of the City's General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such information has been prepared based upon information obtained from the City's audited financial statements and other information provided by the City.

	Fiscal Year Ended September 30,				
	2016	2015	2014	2013	2012
<b>Revenues</b>					
Property taxes	\$ 11,274,387	\$ 10,120,107	\$ 9,233,571	\$ 8,629,174	\$ 8,052,274
Sales taxes	2,420,809	2,391,335	2,310,083	2,590,958	2,156,893
Franchise fees	1,363,860	1,393,224	1,411,682	1,381,700	1,398,657
Licenses and permits	1,158,422	1,007,468	1,183,493	1,142,927	1,007,125
Charges for services	1,394,739	677,856	1,230,436	1,246,481	1,332,247
Fines and forfeitures	717,852	1,424,243	754,693	670,066	758,614
Investment income	46,454	37,373	21,967	17,121	5,419
Intergovernmental	2,325	99,511	3,455	90,362	37,280
Other	34,847	64,838	17,417	29,857	25,385
<b>Total Revenues</b>	<b>18,413,695</b>	<b>17,215,955</b>	<b>16,166,797</b>	<b>15,798,646</b>	<b>14,773,894</b>
<b>Expenditures</b>					
Current:					
General government	4,420,300	4,105,290	4,524,979	4,223,783	4,051,141
Public safety	8,014,114	7,680,331	7,025,015	6,922,293	7,029,280
Public works	1,056,541	1,100,198	1,048,380	1,038,170	901,608
Culture and recreation	4,030,077	3,700,341	2,643,166	2,549,648	2,498,057
Capital projects	-	-	-	-	304,508
<b>Total Expenditures</b>	<b>17,521,032</b>	<b>16,586,160</b>	<b>15,241,540</b>	<b>14,733,894</b>	<b>14,784,594</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>892,663</b>	<b>629,795</b>	<b>925,257</b>	<b>1,064,752</b>	<b>(10,700)</b>
<b>Other Financing Sources/(Uses)</b>					
Sale of capital assets	817	1,000	12,437	21,174	8,413
Operating transfers in	624,000	500,000	500,000	500,000	500,000
Operating transfers out <sup>(a)</sup>	(2,306,000) <sup>(a)</sup>	(150,000)	(1,027,485)	(950,000)	(1,134,697)
<b>Other Financing Sources/(Uses)</b>	<b>(1,681,183)</b>	<b>351,000</b>	<b>(515,048)</b>	<b>(428,826)</b>	<b>(626,284)</b>
<b>Revenues &amp; Other Financing Sources Over(Under) Expenditures and Other Financing Sources/(Uses)</b>	<b>(788,520)</b>	<b>980,795</b>	<b>410,209</b>	<b>635,926</b>	<b>(636,984)</b>
<b>Fund balances - Beginning</b>	<b>5,604,047</b>	<b>4,623,252</b>	<b>4,213,043</b>	<b>3,577,117</b> <sup>(b)</sup>	<b>4,462,933</b>
<b>Fund balances - Ending</b> <sup>(b)</sup>	<b>\$ 4,815,527</b>	<b>\$ 5,604,047</b>	<b>\$ 4,623,252</b>	<b>\$ 4,213,043</b>	<b>\$ 3,825,949</b> <sup>(b)</sup>

(a) The City transferred funds to the Capital Improvement Program ("CIP") and Vehicle, Equipment Technology ("VET") funds to reduce the unreserved and undesignated portion of the General Fund balance.

(b) For FYE 2013 the General Fund balance was restated in accordance with GASB Statement No. 65.

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### Schedule 13 – Historical Operations of the Water and Sewer System

The following statement sets forth in condensed form the historical operations of the City's Enterprise Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. System net revenues are not pledged to secure the Bonds though surplus revenues may be used for debt service at the discretion of the City Council. While transfers to the Debt Service Fund have been made in the past, and the City presently intends to continue such transfers, there is no guarantee that such transfers will not be reduced or curtailed in the future. Such information has been prepared based upon information obtained from the City's audited financial statements and other information provided by the City.

	Fiscal Year Ended September 30				
Operating Revenues	2016	2015	2014	2013	2012
Water services	\$ 3,334,192	\$ 3,263,193	\$ 3,399,947	\$ 4,065,706	\$ 3,913,934
Sewer services	2,177,649	2,184,372	2,306,693	2,433,842	2,458,792
Solid waste	1,678,377	1,430,744	1,429,484	1,436,194	1,450,003
Other	66,043	144,517	86,560	92,712	114,556
<b>Total Operating Revenues</b>	<b>7,256,261</b>	<b>7,022,826</b>	<b>7,222,684</b>	<b>8,028,454</b>	<b>7,937,285</b>
<b>Operating Expenses</b>					
Water production	487,036	450,903	458,629	497,249	401,120
Water distribution	532,118	508,291	447,978	302,018	339,019
Wastewater collection	427,405	304,666	368,665	378,755	347,629
Wastewater treatment	877,170	835,956	1,064,433	842,307	785,074
Solid waste	1,322,405	1,197,899	1,318,922	1,274,696	1,239,183
Other	337,025	327,473	252,198	232,733	207,280
Surface water conversion	1,766,117	1,707,622	1,846,985	1,608,262	1,778,189
<b>Total Operating Expenses Before Depreciation</b>	<b>5,749,276</b>	<b>5,332,810</b>	<b>5,757,810</b>	<b>5,136,020</b>	<b>5,097,494</b>
Depreciation	2,485,690	2,370,722	2,316,047	2,011,446	1,975,570
<b>Total Operating Expenses</b>	<b>8,234,966</b>	<b>7,703,532</b>	<b>8,073,857</b>	<b>7,147,466</b>	<b>7,073,064</b>
<b>Operating Income (Loss)</b>	<b>(978,705)</b>	<b>(680,706)</b>	<b>(851,173)</b>	<b>880,988</b>	<b>864,221</b>
<b>Non-Operating Revenue</b>					
Investment income	1,112	3,982	5,914	6,075	(10,686)
Other	-	25,294	10,115	2,115	25,394
Intergovernmental revenue	-	63,000	-	-	-
Capital contribution	-	-	-	-	-
<b>Total Non-Operating Revenues</b>	<b>1,112</b>	<b>92,276</b>	<b>16,029</b>	<b>8,190</b>	<b>14,708</b>
<b>Income Before Transfers</b>	<b>(977,593)</b>	<b>(588,430)</b>	<b>(835,144)</b>	<b>889,178</b>	<b>878,929</b>
Capital contribution	583,618	708,380	2,595,673	876,687	2,484,665
Transfers (in)	-	125,000	-	-	-
Transfers (out)	(2,646,000)	(2,310,000)	(4,197,000)	(2,194,600)	(1,450,000)
<b>Change in Net Assets</b>	<b>(3,039,975)</b>	<b>(1,476,620)</b>	<b>(2,436,471)</b>	<b>(428,735)</b>	<b>1,913,594</b>
<b>Change in Net Position</b>	<b>-</b>	<b>(2,065,050)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Net Position</b>	<b>46,621,034</b>	<b>48,686,084<sup>(a)</sup></b>	<b>52,041,422</b>	<b>52,470,157<sup>(a)</sup></b>	<b>50,623,713</b>
<b>Ending Net Position</b>	<b>\$43,581,059</b>	<b>\$ 46,621,034</b>	<b>\$ 49,604,951<sup>(a)</sup></b>	<b>\$ 52,041,422</b>	<b>\$ 52,537,307<sup>(a)</sup></b>

(a) Restated balance in accordance with GASB Statement No. 65.

## APPENDIX B

### ECONOMIC AND DEMOGRAPHIC INFORMATION

#### Location and Size

The City of Bellaire, Texas (the "City"), incorporated in 1918, is a political subdivision located in Harris County, Texas (the "County") operating as a home-rule city under the laws of the State of Texas and a charter approved by the voters. The City operates under the Council/Manager form of government where the mayor is elected to a two-year term and the six council members are elected for staggered four-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer. It is the duty of the City Manager to implement the policies and directives of the City Council.

The City is approximately 3.6 square miles in area and is located in the southwest quadrant of the County and is approximately seven miles southwest of the City of Houston's central business district. The City is encircled by the cities of Houston, West University Place and Southside Place. The City of Bellaire is a mature community that is almost fully developed with a network of businesses to support its citizens. Residential and commercial redevelopment is ongoing. Within the City limits there are a number of private and public schools.

(Source: City of Bellaire).

#### Major Employers

The following are the major employers located within the City.

##### Principal Employers Fiscal Year 2016

<u>Employer</u>	<u>Total Employees</u>
Worley Parsons Ltd.	500-999
Bellaire High School	100-499
Chevron Oronite Co. LLC	100-499
Chevron Pipeline Co.	100-499
First Street Hospital	100-499
First Surgical Partners Inc	100-499
Gardens of Bellaire	100-499
PFM, LLC	100-499
Pin Oak Middle School	100-499
Randall's Food Market	100-499

#### Population

The City is part of the County, the most populous of the 254 counties in the State of Texas. According to the 2010 Census of Population, the City of Houston is the nation's fourth most populous city. The City is completely contained within the City of Houston and the County. The City is a component of the six county Houston Standard Metropolitan Statistical Area (the "Houston SMSA").

<u>Population</u>	<u>1980 Census</u>	<u>1990 Census</u>	<u>2000 Census</u>	<u>2010 Census</u>
Harris County, Texas	2,409,457	2,818,199	3,400,578	4,092,459
City of Bellaire, Texas	14,950	13,942	15,642	16,855

## Economy

The City's economy is an integral part of the Houston SMSA economy. The City's employment and economic activity are also heavily influenced by the general economic conditions of the Houston SMSA and by the Texas Medical Center, which is within four miles of Bellaire. The City's location provides easy access to the Houston central business district via U.S. Highway 59 (seven miles), the Texas Medical Center (four miles) and to the Galleria area along Loop 610 (three miles).

According to the Chamber of Commerce, the County and the City of Houston are headquarters for some of the nation's largest corporations. The City of Houston is a primary location for 45 of the world's 100 largest non-U.S. based companies.

## Education

The City is within the boundaries of the Houston Independent School District, which operates Bellaire High School, one middle school and three elementary schools all located within the city limits of the City. Additionally, there are four private schools in the City. Condit Elementary School was torn down and a new building was erected in the summer of 2016. A new building is planned for the Bellaire High School, the timing of which has been subject to developer delays.

There are several colleges within the Houston area including Rice University, the University of Houston, the University of St. Thomas, Houston Baptist University and Texas Southern University. Additionally, the City is within the boundaries of the Houston Community College District, which operates several junior college campuses in the area.

HEB will update and enlarge its Bellaire location more than doubling the size of the current store as well as expanding the adjacent parking with a two story parking structure.

Construction of residential homes in Alder Circle, a new subdivision was completed in \_\_\_\_\_, 2017 which will add an approximate \$6.5 million to the tax rolls.

(Source: City of Bellaire).

## Historical Construction Permits Within the City

Calendar Year	New Residential		Residential Remodeling		New Commercial		Commercial Remodeling		Total	
	Number	Amount	Number	Amount	Number	Amount	Number	Amount	Number	Amount
2012	100	59,057,108	376	6,028,814	5	797,900	94	24,732,252	575	90,616,074
2013	117	68,634,780	361	6,353,895	2	3,525,000	58	6,266,095	538	84,779,770
2014	70	71,676,698	223	6,653,752	1	14,458,460	24	14,637,844	318	107,426,754
2015	95	50,686,940	370	7,259,025	2	22,115,719	74	10,471,883	541	90,533,567
2016	51	33,524,417	386	8,532,317	1	2,600,000	65	27,848,262	503	72,504,996
2017 <sup>(a)</sup>	54	29,792,044	217	3,987,201	2	22,000,000	49	4,211,209	322	59,990,454

(a) As of June 30, 2017.

Source: City of Bellaire, Texas.

## APPENDIX C

SELECTED DATA FROM COMPREHENSIVE  
ANNUAL FINANCIAL REPORT,  
CITY OF BELLAIRE, TEXAS,  
FISCAL YEAR ENDED SEPTEMBER 30, 2016

**APPENDIX D**  
**FORM OF OPINION OF BOND COUNSEL**

Attachment: POS Bellaire - GO Bonds 2017 (2291 : Approval to proceed with August 2017 General Obligation Bonds, Series 2017A Sale)



\_\_\_\_\_, 2017

Ladies and Gentlemen:

WE HAVE ACTED as Bond Counsel for the City of Bellaire, Texas (the "City"), in connection with the issuance of the following described bonds (the "Bonds"):

"City of Bellaire, Texas General Obligation Bonds, Series 2017A, dated September 1, 2017, in the aggregate principal amount of \$\_\_\_\_\_.

The Bonds mature, bear interest, and may be transferred and exchanged as set out in the Bonds and in the ordinance of the City Council of the City authorizing the Bonds, dated August 7, 2017 (the "Bond Ordinance"). The Bonds are fully registered and are issued in multiples of \$5,000. The Bonds with a Stated Maturity on or after February 15, 2028 may be redeemed at the option of the City, in whole or in part, in integral multiples of \$5,000 principal or any other authorized denomination any time after February 15, 2027.

WE HAVE EXAMINED the Constitution and laws of the State of Texas, the Charter of the City, a transcript of original and certified proceedings of the City of Council of the City, including, without limitation, the Bond Ordinance and customary certificates of officers, agents and representatives of the City and other certificates related to the authorization and issuance of the Bonds and the expected use and investment of proceeds of the Bonds and certain other funds of the City and to certain other facts within the knowledge and control of the City. In such examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified copies, and the accuracy of the statements contained in such certificates. We have also examined a specimen bond of said series and find same to be in due form and properly executed.

WE ARE OF THE OPINION, based on the foregoing, that the proceedings authorizing the issuance of the Bonds show lawful authority for such issuance under the Constitution and laws of the State of Texas.

WE ARE OF THE OPINION that the Bonds constitute legal, valid and binding obligations of the City, except to the extent that the enforcement of the rights and remedies of any bondholder may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City, that the Bonds are payable from the levy of a direct annual ad valorem tax, within the limit prescribed by law, as provided in the Bond Ordinance.

WE ARE OF THE OPINION, based upon the foregoing that, pursuant to the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and existing regulations, published rulings, and court decisions thereunder, and assuming continuing compliance by the City after the date hereof with the provisions of the Bond Ordinance relating to sections 141 through 150 of the Code, interest on the Bonds is excludable from the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes pursuant to section 103 of the Code, and will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or corporations, except as provided herein below, for federal income tax purposes of the owners thereof who are individuals or, except as described below, corporations.

WE CALL TO YOUR ATTENTION TO THE FACT THAT interest on Bonds owned by a corporation, other than an "S" corporation or a qualified mutual fund, real estate mortgage investment conduit (REMIC), or real estate investment trust (REIT), or a financial asset securitization investment trust (FASIT) will be included in its adjusted current earnings for purposes of calculating its alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

WE EXPRESS NO OTHER OPINION with respect to any other federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, "S" corporations with "subchapter C" earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations, taxpayers owning an interest in a FASIT that holds tax-exempt

obligations and individuals otherwise qualified for the earned income tax credit. For the foregoing reasons, prospective purchasers should consult their tax advisors as to the consequences of investing in the Bonds.

The Bond Ordinance provides that the City reserves the right to issue additional bonds, including additional parity bonds, and, when issued and sold, said additional parity bonds will be in all respects on a parity with the Bonds.

The Bonds are obligations solely of the City and are not obligations of the State of Texas, Harris County or any other entity.

WE ASSUME NO DUTY TO update or supplement our opinions to reflect any facts or circumstances that may come to our attention after the issuance of the Bonds or to reflect any changes in any law that may become effective after the issuance of the Bonds. The opinions expressed herein should not be construed as a guarantee or result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of the transcript of proceedings relating to the issuance of the Bonds, certain other materials, and existing law that we, in our sole discretion, deemed relevant to such opinions and in reliance upon the representations and covenants referenced above.

Very truly yours,

USCA MUNICIPAL ADVISORS, LLC

*Financial Advisor to the City*

# \$53.98M November 2016 Bond Election

## Referendums

- \$5.6M Muni Facilities
- \$20M Street & Drainage
- \$11M Water Lines
- \$4M Sidewalks
- \$12.8M Performance Contract
- \$0.58M Waste Water Lines

## Bond Sale -Jan 2017- \$33.46M

- \$12.56 M 2013 Old Bonds
- \$5.6M Additional Funding for Facilities
- \$1M Design Street & Drainage
- \$0.5M Design Water Lines
- \$1M Sidewalks
- \$12.8M Performance Contract

## Bond Sale -Aug 2017 - \$11.58M

- \$6M Streets & Drainage
- \$3M Water Lines
- \$2M Sidewalks
- \$0.58M Waste Water Lines

## Bond Sale -Aug 2018 - \$12.5M

- \$7M Streets & Drainage
- \$4.5M Water Lines
- \$1M Sidewalks
- \$0.0M Waste Water Lines

## Bond Sale - Aug 2019 - \$9.0M

- \$6M Streets & Drainage
- \$3M Water Lines
- \$0M Sidewalks
- \$0.0M Waste Water Lines





## City Council of the City of Bellaire, Texas **City Council Priorities**

As of ~~June 20, 2016~~ July 10, 2017

**Date of Adoption: March 19, 2012**  
**Revised: ~~June 20, 2016~~ July 10, 2017**



**A. RESIDENTIAL/COMMERCIAL SAFETY FOCUS AREA:**

G.3.b.a

**Statement:**

**The City Council of the City of Bellaire, Texas, is dedicated to providing a safe and secure community, as well as to enhance the quality of life, for its residents and corporate citizens.**

---

**It is a priority of this council to:**

- Ensure that the Bellaire public is fully aware that safety and security are the City's number one priorities.
- Ensure that the Bellaire Police and Fire Departments are provided the resources to remain fully staffed, equipped, trained and ready to respond to provide maximum protection to our citizens.
- Maintain effective community outreach and education programs in the Fire and Police Departments to ensure that citizens are informed and aware of programs and activities designed to enhance the safety of the public.
- ~~Provide a forum for the public to provide feedback with respect to safety and security concerns.~~
- ~~Examine the potential for developing new policies that will enhance the safety and security of the community.~~
- Develop a comprehensive community pathways plan, including sidewalks, with and seek public input.

**B. PUBLIC INFRASTRUCTURE AND FACILITIES FOCUS AREA:**

**Statement:**

**The City Council of the City of Bellaire, Texas, is dedicated to ensuring that the existing public infrastructure and facilities are reviewed, evaluated, and maintained to the highest possible standard for its residents and corporate citizens and that the acquisition of new public infrastructure and facilities, if appropriate, will be considered with the best interests of Bellaire's residents and corporate citizens in mind.**

---

**It is a priority of this council to:**

- Proceed with ~~the successor to the Rebuild Bellaire Bonds for Better Bellaire 2016~~ program to improve drainage, reduce flooding, and replace failing water and wastewater lines. with a focus on both local and regional drainage issues.
- Ensure that streets, sanitary and storm sewers, and water lines are constructed and maintained using state of the art methods and materials, and that infrastructure failure is analyzed to provide information for continual process improvement.

Attachment: Council Priorities - Redlined (2284 : Adoption of Revised City Council Priorities)

- ~~Approve and build municipal buildings.~~
- Continue to coordinate with partner entities (TxDot, Harris County Flood Control, City of Houston) on regional drainage projects.
- ~~Systematically replace failing waterlines.~~
- Support and implement Parks Master Plan

### **C. ~~RESIDENTIAL AND RECREATIONAL FOCUS AREA:~~**

#### **~~Statement:~~**

~~The City Council of the City of Bellaire, Texas, will take a proactive role in the long-term development of cultural and recreational areas and implementation of community character enhancements to ensure that Bellaire is the most desirable city in the area.~~

#### **It is a priority of this council to:**

- ~~Support and implement Parks Master Plan.~~
- ~~Remain sensitive to and address commercial/institutional impact on adjacent residential areas.~~
- ~~Develop, approve, and execute a citywide beautification plan.~~
- ~~Encourage improvement in the business and residential areas of the City.~~

### **~~D.C.~~ BUDGET AND FINANCE FOCUS AREA:**

#### **Statement:**

The City Council of the City of Bellaire, Texas, is dedicated to ensuring the continued development of sound fiscal policies and effective budget oversight.

#### **It is a priority of this council to:**

- ~~Evaluate costs vs. benefits of all City services and programs.~~
- Be viewed as a premier employer, including by Maintain-maintaining competitive employee salary and benefits plan.
- Enhance operational efficiency by leveraging internal services.
- Proactively protect city's AAA bond rating by protecting City's asset value.

- ~~Proactively protect City's asset value.~~
- Proactively pursue refunding opportunities for existing bond issuances.

## **ED. COMMERCIAL REDEVELOPMENT FOCUS AREA**

### **Statement:**

**The City Council of the City of Bellaire, Texas, is dedicated to proactively seeking ways to enhance economic viability of the Bellaire business community in concert with the Comprehensive Plan, ~~as approved and adopted on November 16, 2009~~**

### **It is a priority of this council to:**

- Draft and adopt ordinances to facilitate the implementation of the Comprehensive Plan.
- Encourage new business development; facilitate business expansion and provide a diverse basis of business opportunities. ~~for residents.~~
- Continue proactive dialogue with the business community.
- Remain sensitive to and address commercial ~~and~~ institutional ~~municipal~~ impact on adjacent residential areas.
- ~~Continue to recognize the benefits of healthy residential development.~~
- ~~Look for opportunities to improve the appearance of the downtown area.~~

## **E. Community Image Focus Area**

### **Statement:**

**The City Council of the City of Bellaire, Texas is dedicated to developing, presenting, and implementing a consistent and repeatable reflection of the City's image, quality of life, and high standard of professional service delivery.**

### **It is a priority of this council to:**

- Proactively seek opportunities to implement the urban design elements of the “Vis Bellaire” plan.
- Continue to encourage commercial redevelopment in accordance with the Comprehensive Plan.
- Upon the approved identification of the City’s brand identity, proactively and consistently seek opportunities to reflect that identity in print, digital media, capital projects, signage, and design standards.
- Look for opportunities to improve the appearance of neglected residential properties.
- Ensure that City rights-of-way and public facilities and open spaces are maintained and developed in a consistent and orderly fashion.



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**Council Strategic Thinking/Discussion/Directions Process**  
*Executive Summary*

May 19, 2017

Paul Hofmann  
City of Bellaire  
7008 S. Rice Avenue  
Bellaire, TX 77401

**Re: Executive Summary of the Council Strategic Thinking/Discussions  
Directions Process with the Bellaire City Council**

Dear Paul,

Thank you for choosing The Management Connection, Inc. as your professional facilitation firm. This is the Executive Summary following the Council Strategic Thinking/Discussions/Direction Process having occurred on May 4, 2017. We appreciate the opportunity to work with you and the City of Bellaire.

*Strategic Thinking/Discussions/Directions Process*  
*Executive Summary*

**PROCESS**

The purpose of the Bellaire Council Strategic Thinking/Discussions/Directions Process is to build upon its strategic foundation for Council priorities and City staff planning efforts. This Process provides the Council the opportunity to review, revise, and add to existing elements of strategic planning.

The topics presented for the Bellaire City Council to address during this Strategic Process included: The City of Bellaire Strategic Planning Model, a Comprehensive Plan Implementation Update, Council Priorities, a Draft Capital Improvement Plan, Fiscal Forecast and Assumptions, and FY18 Draft Management Priorities. The following is a record of the outcomes/directions provided by the Council throughout the workshop. Outcomes/directions are separated by topic using a Discussion/Outcome Model.







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**TOPIC: CITY OF BELLAIRE STRATEGIC PLANNING MODEL**

**DISCUSSION**

Staff presented the City of Bellaire Strategic Planning Model to Council for the purpose of providing background and updates.

**OUTCOME/DIRECTION**

The Council expressed their appreciation for the Staff and the work they have provided within the Strategic Planning Model. Council voiced that they would like to find direction on the term “Brand Identity” – changing it to a phrase that focuses on “The Bellaire Approach”. The summary of themes included Cost Saving Opportunities, Communication with Citizens, Continual Communication with Accounting (Audit) Firm, Competent Staff, Rebranding to “The Bellaire Approach”, and City Clerk Staff support.

**TOPIC: COMPREHENSIVE PLAN UPDATE**

**DISCUSSION**

Development Services Director, John McDonald, presented the Comprehensive Plan to Council for the purpose of providing background and updates. Council provided their feedback for several items. Support, outcomes/direction are provided below.

**OUTCOME/DIRECTION**

The following topics were discussed. Council supported the update and did not provide any specific direction.

1. Capital Improvement Program
2. Redevelopment
3. Bellaire Boulevard Estate Overlay District
4. Visioning Bellaire





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**TOPIC: COUNCIL PRIORITIES**

**DISCUSSION**

City Manager, Paul Hofmann, presented the Bellaire City Council Priorities to the Council for the purpose of providing background and updates.. Council reviewed the priorities and their focus areas to determine whether or not they were still valid. Staff was asked to add another Focus Area for Community Image. Attached in a separate document are the updated Focus Area's and Priorities, along with the red-line changes made by Staff. Council agreed on the following direction for staff during the retreat.

**OUTCOMES/DIRECTION**

**A. Residential/Commercial Safety Focus Area**

- Make the following acknowledgements and changes to the priorities under this section:
  - *Bullet 1* – Remains valid as is.
  - *Bullet 2* – Remains valid as is.
  - *Bullet 3* – Remains valid as is.
  - *Bullet 4* – Eliminate
  - *Bullet 5* – Eliminate
  - *Bullet 6* – “Develop a comprehensive plan, including sidewalks, with public input.”

**B. Public Infrastructure and Facilities Focus Area**

- Make the following acknowledgements and changes to the priorities under this section:
  - *Bullet 1* – “Proceed with the Bonds for Better Bellaire 2016 program to improve drainage, reduce flooding, and replace failing water and wastewater lines.”
  - *Bullet 2* – Remains valid as is.
  - *Bullet 3* - Eliminate
  - *Bullet 4* – “Continue to coordinate with partner entities (TxDOT, Harris County Flood Control, City of Houston) on regional drainage projects.”
  - *Bullet 5* – Eliminate
  - *Bullet 6* – “Support and Implement Parks Master Plan”
- Council asked staff to produce a recommended Category F regarding branding, the look and feel of Bellaire, and community image.





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### C. Residential and Recreation Focus Area

- Category C, Residential and Recreation Focus Area, is to be eliminated completely. Council agreed to move the following priorities to alternative categories within the document:
  - *Bullet 1* – Move to Category B
  - *Bullet 2* – Eliminate
  - *Bullet 3* – Move to Category F
  - *Bullet 4* – Move to Category F

### D. Budget and Finance Focus Area

- Make the following acknowledgements and changes to the priorities under this section:
  - *Bullet 1* – Eliminate.
  - *Bullet 2* – “Be viewed as a premier employer, including by maintaining competitive employee salary and benefits plan.”
  - *Bullet 3* – “Enhance operational efficiencies by leveraging internal services.”
  - *Bullet 4* – “Proactivity protect the city’s AAA bond rating by protecting City’s asset value.”
  - *Bullet 5* – Eliminate.
  - *Bullet 6* – Remains valid as is.

### E. Commercial Redevelopment Focus Area

- Make the following acknowledgements and changes to the priorities under this section:
  - *Bullet 1* – Remains valid as is.
  - *Bullet 2* – “Encourage new business development; facilitate business expansion and provide a diverse basis of business opportunities.”
  - *Bullet 3* – Remains valid as is.
  - *Bullet 4* – “Remain sensitive to and address commercial and institutional impact on adjacent residential areas.”
  - *Bullet 5* – Eliminate.
  - *Bullet 6* – Eliminate.





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**TOPIC: CAPITAL IMPROVEMENT PLAN**

**DISCUSSION:**

Project Manager for Parks and Recreation and Facilities, Michelle Jordan, presented the Capital Improvement Plan to Council for the purpose of providing background and updates. A discussion ensued for several projects: Holly Street Esplanade, Wayfinding/Entry way markers, Park Upgrades, and Bellaire High School Practice Baseball Fields.

**OUTCOMES/DIRECTION:**

- Evaluate best schedule to proceed with next phase of Holly Street landscaping.
- Evaluate Feld Park generator and ensure that's the best plan.
- Pay attention to Holly street landscape maintenance issues.
- Assess the affordability of doing the street/drainage/sidewalk/water and wastewater infrastructure at once.
- Assess how the branding initiative influences the CIP schedules, especially signage/entrance feature projects.
- Look to fund the entry features in accordance with Planning and Zoning recommendation.
- Continue to assess signature corner and S. Rice esplanade, with input from our design consultant.
- Evaluate Loftin Park fenced and landscape upgrade.

**TOPIC: FISCAL FORECAST AND ASSUMPTIONS**

**DISCUSSION:**

Staff presented Assumption Forecasts for the FY 2018 General Fund. This discussion provided Council the ability to recognize current forecast and debt assumptions. The discussion also provided insight to how the assumptions and projections were developed. Council provided their comment. Council asked questions for clarification. Council affirmed the presentation made by the Staff.

**OUTCOMES/DIRECTIONS:**

- 1. General Fund Assumptions**
  - Council supported the General Fund Assumptions.
- 2. Debt Service Assumptions**
  - Council supported the Debt Service Assumptions.
- 3. Enterprise Fund Assumptions**
  - Council supported the Enterprise Assumptions.





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### TOPIC: DRAFT FY 2018 MANAGEMENT PROJECTS

#### DISCUSSION:

City Manager, Paul Hofmann, proposed the Draft FY 2018 Management Projects. This discussion provided Council with insight into the projected projects. Council voted on whether the projects were priorities.

#### OUTCOMES/DIRECTIONS:

The following projects were accepted to be further evaluated within the staff and council. These projects are listed in priority order:

1. Implement a park steward program
2. Implement brand identity
3. Create infrastructure design standards
4. Develop ADA transition plan
5. Develop complete facilities plan
6. Improve management of the city's rights of way
7. Improve Management of planning of the tree canopy
8. Improve fleet management and maintenance
9. Improve Risk Management
10. Implement Succession/Reorganization plan for Library

We encourage your continued success as representatives of the City of Bellaire and appreciate our relationship with you. We look forward to each opportunity to serve as your professional facilitators.

*Committed to your leadership,*



**The Management  
Connection, Inc.**

PROFESSIONAL FACILITATORS

Joe M. Gonzalez, CEO  
Professional Facilitator/Teacher  
The Management Connection, Inc.  
(O) 979.846.4481  
(F) 979.846.4482

"Our responsibility is to facilitate the journey;  
you choose the destination."

[www.profacilitator.com](http://www.profacilitator.com)







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City Council of the City of Bellaire, Texas  
**CITY COUNCIL PRIORITIES**

As of June 19, 2017

**A. RESIDENTIAL/COMMERCIAL SAFETY FOCUS AREA:**

**Statement:** The City Council of the City of Bellaire, Texas, is dedicated to providing a safe and secure community, as well as to enhance the quality of life, for its residents and corporate citizens.

---

*It is a priority of this council to:*

- Ensure that the Bellaire public is fully aware that safety and security are the City's number one priorities.
- Ensure that the Bellaire Police and Fire Departments are provided the resources to remain fully staffed, equipped, trained and ready to respond to provide maximum protection to our citizens.
- Maintain effective community outreach and education programs in the Fire and Police Departments to ensure that citizens are informed and aware of programs and activities designed to enhance the safety of the public.
- Develop a comprehensive community pathways plan, including sidewalks, with and seek public input.

**B. PUBLIC INFRASTRUCTURE AND FACILITIES FOCUS AREA:**

**Statement:** The City Council of the City of Bellaire, Texas, is dedicated to ensuring that the existing public infrastructure and facilities are reviewed, evaluated, and maintained to the highest possible standard for its residents and corporate citizens and that the acquisition of new public infrastructure and facilities, if appropriate, will be considered with the best interests of Bellaire's residents and corporate citizens in mind.

---

*It is a priority of this council to:*

- Proceed with Bonds for Better Bellaire 2016 program to improve drainage, reduce flooding, and replace failing water and wastewater lines.





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- Ensure that streets, sanitary and storm sewers, and water lines are constructed and maintained using state of the art methods and materials, and that infrastructure failure is analyzed to provide information for continual process improvement.
- Continue to coordinate with partner entities (TxDot, Harris County Flood Control, City of Houston) on regional drainage projects.
- Support and implement Parks Master Plan.

### C. BUDGET AND FINANCE FOCUS AREA:

**Statement:** The City Council of the City of Bellaire, Texas, is dedicated to ensuring the continued development of sound fiscal policies and effective budget oversight.

---

*It is a priority of this council to:*

- Be viewed as a premier employer, including by maintaining competitive employee salary and benefits plan.
- Enhance operational efficiency by leveraging internal services.
- Proactively protect city's AAA bond rating by protecting City's asset value.
- Proactively pursue refunding opportunities for existing bond issuances.

### D. COMMERCIAL REDEVELOPMENT FOCUS AREA

**Statement:** The City Council of the City of Bellaire Texas is dedicated to proactively seeking ways to enhance economic viability of the Bellaire business community in concert with the Comprehensive Plan.

---

*It is a priority of this council to:*

- Draft and adopt ordinances to facilitate the implementation of the Comprehensive Plan.
- Encourage new business development; facilitate business expansion and provide a diverse basis of business opportunities.
- Continue proactive dialogue with the business community.
- Remain sensitive to and address commercial and institutional impact on adjacent residential areas.





**The Management Connection, Inc.**  
PROFESSIONAL FACILITATORS

## E. COMMUNITY IMAGE FOCUS AREA

**Statement:** The City Council of the City of Bellaire Texas is dedicated to developing, presenting, and implementing a consistent and repeatable reflection of the City's image, quality of life, and high standard of professional service delivery.

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*It is a priority of this council to:*

- Proactively seek opportunities to implement the urban design elements of the “Visioning Bellaire” plan.
- Continue to encourage commercial redevelopment in accordance with the Comprehensive Plan.
- Upon the approved identification of the City's brand identity, proactively and consistently seek opportunities to reflect that identity in print, digital media, capital projects, signage, and design standards.
- Look for opportunities to improve the appearance of neglected residential properties.
- Ensure that City rights-of-way and public facilities and open spaces are maintained and developed in a consistent and orderly fashion.

