



# CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

NOVEMBER 6, 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, November 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; and Tracy L. Dutton, City Clerk.

### 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 to the Flags - Roman F. Reed, Mayor Pro Tem.

**Mayor Pro Tem Reed** 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 a brief overview of the rules for Personal/Audience Comments, noting that speakers had five (5) minutes to provide their comments, with notice after four (4) minutes that one (1) minute was left.

### Susan Downs:

Ms. Downs addressed City Council with a budget money saving idea. She suggested that the City decrease the garbage pick up service to once per week as opposed to twice per week. She indicated that it seemed the residents on her street recycled, leaving little garbage to pick up. She did not believe that the City needed to pick up garbage twice per week.

Secondly, Ms. Downs referenced the northwest corner of Loftin Park. She advised that there were four trees planted in the northwest corner of Loftin Park by CenterPoint Energy to help people learn which trees to plant near power lines. Large plaques were also installed in front of each tree. Ms. Downs indicated that she believed that three of the trees were mislabeled.

Ms. Downs advised that she had reported the mislabeled trees to the City and CenterPoint Energy and asked that the plaques be changed in July of 2017. She indicated that the plaques had still not been replaced and expressed frustration that she was not being taken seriously.

**Mayor Friedberg** indicated that the City Council had received one written comment for this meeting from **Keith Bowers** and provided a summary of the comments.

**Mr. Bowers** commented on the City's procurement function, noting the services contracts in the evening's packet for approval had been arrived at by excellent procedures and represented best practices, in his opinion. Mr. Bowers also commented on the outstanding achievements of City Manager Paul Hofmann and his entire team, with special recognition of Karl Miller and the Project Management Team in the Finance Department.

Mr. Bowers concluded by noting that the Harvey flood recovery had imposed a great deal of emergency work on staff, yet staff still managed to develop several complicated bid packages which resulted in good contractor proposals based on the clear scope and evaluation methods that the staff explained to bidders, resulting in fair and well-documented evaluations and recommendations in his opinion.

Following the summary, **Mayor Friedberg** advised that complete copies of the written comment was provided for each member of City Council on the dais and included in the record of the evening's meeting.

#### **F. Reports and Presentations:**

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 November 6, 2017, to members of the City Council. The report consisted primarily of updates regarding upcoming events in the City, as well as a discussion of future City Council agenda items.

At the end of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. Hearing none, Mayor Friedberg announced that the City Manager's Report was concluded and moved to the next item 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, September 18, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Sep 18, 2017 5:45 PM

**b. Approval of Agreements, Final Payments and Emergency Services Purchase:**

- 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 and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Hou-Scape, Inc., for landscape maintenance services for city parks and grounds for an initial term commencing on December 1, 2017, and ending on September 30, 2018, in a monthly amount not to exceed \$13,189.33 - Submitted by Karl Miller, Director of Parks, Recreation and Facilities.
- 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 and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Magnum Staffing Services Inc., for temporary labor services pursuant to Bid No. 17-010, in an amount not to exceed \$100,000.00 for an initial term commencing on November 6, 2017, and ending on November 5, 2018 - 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 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, an Agreement for Professional Services with BBG Consulting, Inc., for services necessary for the enforcement of the City's building codes to include construction plan review and the provision of onsite inspection services in an estimated annual amount of \$125,000.00 - Submitted by ChaVonne Sampson, Interim Director of Development Services.
- iv. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing final payment and release of retainage in the aggregate amount of \$334,931.98 to Main Lane Industries, Ltd., for the FY 2016 Street and Sidewalk Pavement Management Project - Submitted by Michael Leech, Director of Public Works.
- v. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing final payment and release of retainage in the aggregate amount of \$115,363.07 to AAA Asphalt Paving, Inc., for the FY 2015 Street and Sidewalk Pavement Management Project - Submitted by Michael Leech, Director of Public Works.

- vi. Consideration of and possible action on a recommendation from the Public Works Department to ratify an emergency sanitary sewer line repair services purchase with RJM Utility Construction, LLC, in an amount not to exceed \$67,404.00 - Submitted by Michael Leech, Director of Public Works.

c. **Adoption of Resolution:**

Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, casting its ballot for the election of Mike Sullivan to the Board of Directors of the Harris County Appraisal District for a two-year term commencing on January 1, 2018, and ending on December 31, 2019 - Submitted by Tracy L. Dutton, City Clerk.

**Mayor Friedberg** read the captions of the eight items listed on the Consent Agenda dated November 6, 2017, and asked if any member of City Council wished to remove an item or items for separate consideration. Hearing none, Mayor Friedberg entertained a motion to adopt the Consent Agenda.

**Motion:**

**To adopt the Consent Agenda dated November 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

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

a. **Donations:**

- i. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, accepting a donation from the Bellaire Historical Society of nine (9) historical items for display in the new Bellaire City Hall and Civic Center in order to promote the history of Bellaire to its citizens, visitors and employees - Submitted by Diane K. White, Assistant City Manager on behalf of the Bellaire Historical Society.

After reading the caption of the agenda item, **Mayor Friedberg** recognized Diane K. White, Assistant City Manager (ACM), as the submitter of the item on behalf of the Bellaire Historical Society, for a brief introduction of the item. **ACM White** referred to Lynn McBee, resident and member of the Bellaire Historical Society, noting that she and Ms. McBee were available to answer any questions related to the donated items. **Mayor Friedberg** next asked to get a motion on the floor for purposes of deliberation and questions.

**Motion:**

**To adopt the resolution as presented accepting the donation.**

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

**Mayor Friedberg** invited Ms. McBee to the podium to provide an overview of the items to be donated to the City by the Bellaire Historical Society.

**Lynn McBee**, member of the Bellaire Historical Society (BHS), introduced those members who were present in the audience as follows: Linda Dyson, former Mayor Betty Janicek, Patsy Teas, former Director Win Frazier, and Gayle Reaben.

Ms. McBee advised that the BHS was organized in 1974 by Leila Rouse. The purpose of the BHS was to restore and display historically significant landmarks, natural areas, documents, artifacts, and records pertaining to the Bellaire community. The current President, Randy McKinney, and the Past President, Pat Durio, were also referenced.

Ms. McBee cited numerous accomplishments of the BHS since 1974 including the acquisition and shipping from Portugal of a 19th century electric trolley car located in Paseo Park during the Texas Sesquicentennial celebration in 1986. She indicated that five official Texas historical markers issued under the stringent requirements of the Texas Historical Commission were installed in Bellaire. Reference was made to the BHS' sponsorship of an International Folk Festival in Bellaire for many years coordinated by former Mayor Louise Ware. Additionally, the BHS participated with the Friends of the Bellaire Library in a preservation project involving the conversion of early Bellaire newspapers into a digital format.

Ms. McBee described each of the nine donations that were lined up below the dais as follows: 1) an architectural rendering of the original 1908-1909 Bellaire Station Streetcar Pavilion facing South Rice Avenue at Bellaire Boulevard that was created in preparation of the rebuilding of the Pavilion; 2) a poster advertising "Bellaire Lots for Sale - Westmoreland Farms" from 1939, along with prices for the lots; 3) six various cartoons published over the 1977-1978 period before the City's recall election took place. Ms. McBee made a specific reference to the cartoon titled "Tug-of-War over Recall" as published in the Bellaire Beacon Newspaper in March of 1978; and 4) a logo of the Bellaire Civic Action Club (BCAC) carved by Max McRae.

After providing a brief history of the recall election, Ms. McBee advised that she hoped that the donations and various articles of history would be placed in a prominent place in the new City Hall/Civic Center building.

Ms. McBee turned the podium over to the BHS representatives that were present and invited them to provide their comments. All members did so, noting their fondness for Bellaire and the BHS. Ms. McBee also recognized Mary Cohrs, Director of the Bellaire Library, as a member of the BHS.

At the conclusion of Ms. McBee's overview and comments by members of the BHS, **Mayor Friedberg** opened the floor for deliberation and

comments. Following questions, discussion and deliberation, **Mayor Friedberg called for action on the motion to adopt the resolution as presented accepting the donation.**

<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

- ii. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, accepting a donation from the Bellaire Southwest Houston Rotary Club of \$7,500.00 for the preliminary design services relating to a piece of World Trade Center steel previously donated to and accepted by the City - Submitted by Michelle Jordan, Project Manager.

**Mayor Friedberg** read the caption of the agenda item and opened the floor to the City's Project Manager, Michelle Jordan, for an overview of the item.

**Michelle Jordan, Project Manager**, reminded members of the City Council of the steps in the process that had previously been addressed. She advised that the donation of the World Trade Center steel was first introduced to City Council in October of 2016 in a City Manager Weekly Memo.

Between October 2016 and December 2016, the City worked with PGAL, the architect for the municipal facilities project, and looked at the overall campus site plan to see if there was a location onsite that would be appropriate for the steel. Project Manager Jordan advised that the location shown to City Council in December of 2016 was in an area between the new Police Station and the Great Lawn. On June 19, 2017, by Resolution No. 17-06, the City Council had formally accepted the donation of the steel.

Recently, the Bellaire Southwest Houston Rotary Club offered a donation of \$7,500 to be used for preliminary design services for the steel. These services were important so that the City could ensure the security of the piece on a structurally designed foundation. Project Manager Jordan advised that funding had not been included for this project in the CIP, and confirmed that the intent all along has been that all costs associated with the project would be covered by donations like the one under consideration this evening, although City Council in the future could choose to find some aspects of the project if it wanted to.

**Mayor Friedberg** opened the floor for questions from the City Council, as well as deliberation.

**Motion:**

**To adopt the resolution as presented accepting the donation.**

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

Discussion ensued among members of the City Council. At the conclusion of the discussion, Mayor Friedberg called for action on the motion.

<b>RESULT:</b>	<b>ADOPTED [6 TO 1]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Michael Fife, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, Fife, Montague
<b>NAYS:</b>	McLaughlan

**b. Contracts and Agreements:**

- i. Consideration of and possible action on the adoption of an ordinance of the City Council 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 Application for Group Coverage (Stop Loss Agreement, Administrative Services Agreement), as well as any related documentation with Cigna, for the purpose of providing employee group medical insurance for a period of one (1) year commencing January 1, 2018, and ending December 31, 2018, with an option to renew said insurance coverage for additional one (1) year periods of time upon mutual consent of the City of Bellaire, Texas, and Cigna - Submitted by Yolanda Howze, Director of Human Resources.

After reading the caption of the agenda item, **Mayor Friedberg** advised that Yolanda Howze, Director of Human Resources, had provided a substitute ordinance with only minor changes from the version in the packet for City Council consideration. He noted that the only changes were the references to the two exhibits.

**Yolanda Howze, Director of Human Resources**, advised that the changes to the ordinance were minor and related to the titles of the two exhibits. She stated that the ordinance was presented to City Council for consideration in order to change the funding arrangement with Cigna from a fully funded plan to a partially self-funded plan. As the City Manager mentioned during the July 17th budget presentation, which was followed by a presentation from Harris Reed of Higginbotham during an August 21st budget workshop, the City desired to change the funding arrangement, which required the approval of City Council. Director Howze indicated that the partially-funded plan would save the City 5% initially, with an opportunity to receive refunds in the following years.

**Mayor Friedberg** entertained a motion to adopt the ordinance as presented authorizing the application for amended group coverage and a confirmation of rates letter, as well as any related documentation.

**Motion:**

**To adopt the ordinance as presented authorizing the application for amended group coverage and a confirmation of rates letter, as well as any related documentation.**

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

**Mayor Friedberg** opened the floor for discussion and deliberation

regarding the motion. Following discussion, 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>	Gus E. Pappas, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

- 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 and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for City Engineer Services with ARKK Engineers, LLC, for the provision of professional city engineer services in the amount of \$75,000.00 for a one-year period commencing on November 6, 2017, and ending on November 5, 2018 - Submitted by Michael Leech, Director of Public Works.

**Mayor Friedberg** read the agenda caption and entertained a motion to adopt the ordinance as presented authorizing the contract and agreement for city engineer services.

**Motion:**

**To adopt the ordinance as presented authorizing the contract and agreement for city engineer services.**

**{Moved by David R. Montague, Council Member, and seconded jointly by Trisha S. Pollard and Gus E. Pappas, Council Members}**

Following the motion, **Mayor Friedberg** opened the floor for discussion and deliberation. Following questions and discussion, 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, Gus E. Pappas
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

**c. Project Awards:**

- i. Consideration of and possible action on a recommendation from the Public Works Department to award Bid No. 17-011, FY 2017 Street and Sidewalk Pavement Management Program Project, to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and on the adoption of 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 with Main Lane Industries, Inc., for said project - Submitted by Michael Leech, Director of Public Works.

**Mayor Friedberg** read the agenda caption and advised that although the item was fully presented in the agenda statement in the packet, there was enough information to merit a brief description.

**Michael Leech, Director of Public Works**, advised that the Public Works Department was requesting City Council's authorization to award a contract to Main Lane Industries to perform the services associated with the City's pavement management and maintenance program. With respect to the program, Director Leech advised that there were approximately 70 miles of street paving within the City of Bellaire. One of the goals of the City's bond program was to reconstruct some of the older streets in need of repair not only from a paving perspective, but also from a drainage perspective. There was a finite amount of resources that could be put into that aspect of taking care of the City's infrastructure.

While the City waited for other streets to be included in the bond program, Director Leech advised that it was still important that the City take care of those streets that were not ready to go in the bond program. Some of the services provided by the contract were asphalt overlays, asphalt rehabilitation, point repairs (repairs to subgrade below the driving surface), curb and gutter work, and inlet work. The primary purpose of the program was to maximize the use of the streets.

Prior to questions and deliberation, **Mayor Friedberg** entertained a motion to award Bid No. 17-011 to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Main Lane Industries, Inc., for said project.

**Motion:**

**To award Bid No. 17-011 to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Main Lane Industries, Inc., for said project.**

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

**Mayor Friedberg** opened the floor for questions and discussion. Following questions and discussion, Mayor Friedberg referred to a scrivener's correction in the proposed ordinance requiring a change in the authorized person to sign the contract from the City Manager to the Mayor.

Following a restatement of the motion, action was taken.

<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

- ii. Consideration of and possible action on a recommendation from the Public Works Department to award Bid No. 17-012, FY 2017 Street Striping Project to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and on the adoption of 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 with Stripe Lines, Inc. for said project - Submitted by Michael Leech, Director of Public Works.

Following the reading of the caption, **Mayor Friedberg** entertained a motion to award Bid No. 17-012 to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Stripe Lines, Inc., for said project.

**Motion:**

**To award Bid No. 17-012 to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Stripe Lines, Inc., for said project.**

**{Moved by David R. Montague, Council Member, and seconded by Roman F. Reed, Mayor Pro Tem}**

**Mayor Friedberg** opened the floor for questions and discussion. Hearing none, Mayor Friedberg referred to the same scrivener's correction in the proposed ordinance as mentioned in the previous agenda item requiring a change in the authorized person to sign the contract from the City Manager to the Mayor.

Following a restatement of the motion, action was taken.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	David R. Montague, Council Member
<b>SECONDER:</b>	Roman F. Reed, Mayor Pro Tem
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

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

Community interest items included expressions of thanks and good wishes to the candidates running for office on Election Day, November 7, 2017; expression of thanks to Lynn McBee and the Bellaire Historical Society for their presentation; expression of appreciation to Barbara Hofmann for organizing volunteers to help the City's Permit Office; recognition of City Manager Paul A. Hofmann for his excellent work for the flood hazard mitigation task force workshop; and expressions of congratulations to the City Manager for 35 years of membership and service to the International City/County Management Association and to Council Member Trisha S. Pollard on her election to the Houston-Galveston Area Council Board of Directors; and reminders to attend the Block

Party with Dennis Quaid and The Nature Discovery Center's Annual Gala.

**I. Adjourn.**

**Mayor Friedberg** announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 9:11 p.m. on Monday, November 6, 2017.



# CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

SEPTEMBER 18, 2017

Council Chamber and Council Conference Room  
5:45 PM

Regular Session

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

## REGULAR SESSION - 5:45 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 5:45 p.m. on Monday, September 18, 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 Tracy L. Dutton, City Clerk.

\*Council Member McLaughlan arrived at the end of the board interview.

\*\*City Attorney Petrov did not participate in the board interview.

#### C. Board Interview (Council Conference Room):

Interview, discussion, and evaluation of an applicant interested in filling a vacancy on the L.I.F.E. Advisory Board of the City of Bellaire, Texas - Submitted by Tracy L. Dutton, City Clerk.

**Mayor Friedberg** announced that the City Council would conduct an interview of an applicant interested in filling a vacancy on the L.I.F.E. Advisory Board 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 to the Council Conference Room, located directly behind the Council Chamber. Mayor Friedberg advised that after the interview the City

Council would return to the Council Chamber for the remainder of the Regular Session.

The following applicant interviewed with the City Council:

<b>Applicant</b>	<b>Area of Interest</b>
Pat Tracey	L.I.F.E. Advisory Board

After the interview was conducted, members of City Council returned to the Council Chamber at 6:03 p.m. on Monday, September 18, 2017, for the remainder of the Regular Session.

**D. Inspirational Reading and/or Invocation - Pat B. McLaughlan, Council Member.**

**Pat B. McLaughlan, Council Member**, provided the inspirational reading for the evening.

**E. Pledges to the Flags - Pat B. McLaughlan, Council Member.**

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

**F. Personal/Audience Comments.**

**Mayor Friedberg** announced that oral comments on agenda items I. H. 2. a. and b., which were applications for specific use permits for the Houston Independent School District ("HISD") for the reconstruction of Bellaire High School and repurposing of the Gordon Elementary Mandarin Chinese campus as a high school baseball practice facility, would not be received as oral public comment on those items had been closed following the public hearing held the previous week. He noted that the time limit for public comments was five minutes, with no extension, and with notice after four minutes that there was one minute left.

**Paul Magaziner:**

Mr. Magaziner addressed City Council regarding Hurricane Harvey and the destruction that it caused. The way the Harris County Appraisal District ("HCAD") appraised property was shocking to Mr. Magaziner as he believed the appraisals were not fair and equitable.

He urged the City of Bellaire to request a mass reappraisal. Mr. Magaziner's concern was related to the appraised structural value of homes and not the land value. He noted that when he purchased his home in Bellaire, it was not in the floodplain (now it was). He also suggested that characteristics of flooding needed to be taken into consideration in an appraisal.

**David Balat:**

Mr. Balat addressed City Council and announced that he was running for U.S. Congress in District 7. He thanked Mayor Pro Tem Reed for inviting him to the City Council meeting. Mr. Balat indicated that he was a native Houstonian and currently lived in Meyerland. He, too, had suffered in the flood caused by Hurricane Harvey with four feet of water in his home.

In terms of his campaign, he advised that he was running as a conservative Republican against the current incumbent, John Culberson, in the Republican Primary

in March of 2018. His experience in the private sector included health care management wherein he managed various hospitals throughout Houston and Texas.

**Jim Avioli, Sr.:**

Mr. Avioli addressed City Council and advised that he was the past Chair of the Board of Adjustment ("BOA"). He noted that City Council would consider a request for a specific use permit for HISD construction at the Maple Street location.

**Mayor Friedberg** asked City Attorney Petrov for a ruling as to whether Mr. Avioli's comments concerned the subject of a closed public hearing.

After a brief discussion with Mr. Avioli, who advised that he was present to clarify the BOA's intent with respect to variances that the BOA had granted to HISD, **City Attorney Petrov** ruled that Mr. Avioli could continue with his comments.

**Mr. Avioli** continued and advised that on June 15, 2017, HISD petitioned the BOA for two Code variances. One was related to a request for an increase in building height from 45 feet to 60 feet on the main campus, and the other a request for an exception from the maximum 50% of lot coverage to allow for 80% of lot coverage for the proposed campus. Mr. Avioli wished to address the second variance.

Mr. Avioli advised that the BOA made an exception to grant a variance for 67% of lot coverage, with a 5% overage on the required drainage. It was assumed that natural grass would be installed.

Mr. Avioli asked City Council how HISD could get to 67% of lot coverage if, in fact, synthetic grass was going to be used. He stated that the BOA was surprised last week to hear that synthetic grass was going to be used.

After noting no further oral comments, **Mayor Friedberg** indicated that 21 written comments were received by the City relating to the Bellaire High School permit, all received prior to the deadline for inclusion in the record, and all of which opposed the possible reroute of buses onto Ferris Street. He read the names of those providing comments as follows:

Michelle Iverson Jeffrey  
Gil Baumgarten  
Kevin and Lynn Kelleher  
Nancy Wiggins-Goff  
Jim Campbell  
Carl White  
Marianita and Lee Snodgrass  
Manish Rungta  
Jian Wu  
Charles and Charlotte Sudhop  
David and Cissy Winn  
Julie and James Kuenstle  
Elizabeth and Charles Albright  
Doreen B. Cohen  
Stephen Johnson and Konya Keeling-Johnson  
Angie Cervantes  
Sandy Wilson  
Tim and Barbara Green  
Don Goff

Tony Gray Family  
Keith and Juliann Wohlford

Two other written comments were also received prior to the deadline expressing drainage concerns around the Gordon Elementary Mandarin Chinese site from the following:

Elise Neal  
Bill Thorogood

**Mayor Friedberg** noted that all written comments had been included in the agenda packet for the meeting at pages 89-119, and in the formal record of the meeting.

#### **G. Reports and Presentations:**

1. City Manager's Report regarding Hurricane Harvey Response Update - Submitted by Paul A. Hofmann, City Manager.

**Paul A. Hofmann, City Manager**, presented the City Manager's Report dated September 18, 2017, to members of the City Council. Much of the report consisted of an update on the City's Hurricane Harvey response. Topics included the number of flooded structures, number of building permits issued, and substantial damage determinations. Residents were encouraged to visit the City's Harvey Recovery Resource Center located at the Recreation Center.

Updates were also provided for debris management and the Elaine Wood Therapy Pool (which sustained significant damage during Hurricane Harvey).

At the end of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg stated that he had witnessed the City focusing 100% on the Harvey response effort. He expressed appreciation to staff and encouraged residents to attend the next Regular Session of the City Council for a report on Harvey, including recommendations going forward, from the City Engineer.

**Mayor Friedberg** announced that the City Manager's Report was concluded and moved to the next item on the agenda.

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

After Mayor Friedberg's introduction of the agenda item, **Roman F. Reed, Mayor Pro Tem**, asked if the Mayor would open the floor directly for questions of the Chief Financial Officer in lieu of receiving a report. Noting no objection, Mayor Friedberg opened the floor for questions of Chief Financial Officer Terrence Beaman.

Following questions, **Mayor Friedberg** thanked Chief Financial Officer Beaman and advised that the agenda item was concluded.

3. Quarterly Report from the Evelyn's Park Conservancy Board - Presented by Denton Ragland, Executive Director, Evelyn's Park Conservancy.

**Denton Ragland, Executive Director of the Evelyn's Park Conservancy Board**, provided an overview of damages sustained by Evelyn's Park resulting from Hurricane Harvey. He advised that the damage was limited to the loss

of mulch, small plants, and crushed granite. Overall, the park did very well. Following Harvey, the first step was to ensure that the park was made safe. Efforts were then focused on the re-beautification of the park. Executive Director Ragland indicated that modifications were underway.

**Mayor Friedberg** opened the floor for questions of Executive Director Ragland. Noting none, Mayor Friedberg advised that the Evelyn's Park Quarterly Report was concluded and continued 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 Sessions of the City Council of the City of Bellaire, Texas, held on Monday, June 19, 2017, and July 17, 2017 - Submitted by Tracy L. Dutton, City Clerk.

[Note: The minutes of the Regular Session of the City Council held on Monday, July 10, 2017, were approved on August 7, 2017]

- a. Mayor and Council - Regular Session - Jun 19, 2017 5:00 PM

**Mayor Friedberg** asked if there were any corrections to the minutes dated June 19, 2017, as presented. Hearing none, Mayor Friedberg advised that **the minutes were adopted as presented.**

- b. Mayor and Council - Regular Session - Jul 17, 2017 7:00 PM

**Mayor Friedberg** asked if there were any corrections to the minutes dated July 17, 2017, as presented. Hearing none, Mayor Friedberg advised that **the minutes were adopted as presented.**

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

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting Specific Use Permit S-88 to the Houston Independent School District (HISD) to reconstruct and operate a high school on property owned by HISD and more commonly known as Bellaire High School, 5100 Maple Street, Bellaire, Texas, in the R-1 Residential Zoning District - Submitted by ChaVonne Sampson, Interim Director of Development Services.

After reading the agenda caption, **Mayor Friedberg** entertained a motion to adopt the ordinance as presented granting Specific Use Permit S-88 to HISD for the reconstruction and operation of Bellaire High School with the conditions set forth therein.

#### Motion:

**To adopt the ordinance as presented granting Specific Use Permit S-88 to HISD for the reconstruction and operation of Bellaire High School with the conditions set forth therein.**

**{Moved by Trisha S. Pollard, Council Member, and seconded by Gus E. Pappas, Council Member}**

**Mayor Friedberg** opened the floor for deliberation. Council Member Pollard offered an amendment to the motion.

**Amendment (No. 1):**

1. Substitute in place of the first condition contained in the proposed ordinance as presented (which would cap enrollment at 3,100 students):

**The student enrollment shall not exceed 2,800 students and the registrar's office shall submit an enrollment affidavit at the beginning and end of each school year.**

2. **Use of temporary buildings will be strictly prohibited at the Bellaire High School campus.**

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

**Council Member Pollard** presented an analysis, in support of her amendment, related to the number of students per acre for all of HISD's high schools. The results of the analysis showed that Bellaire High School had a significantly higher concentration of students per acre than other schools.

Following Council Member Pollard's presentation, **Mayor Friedberg** opened the floor for discussion on the amendment, including questions of HISD and staff. At the conclusion of the discussion and questions, Mayor Friedberg asked if there was any objection to dividing the amendment into two parts, Amendment No. 1A and Amendment No. 1B. Seeing no objection to division of the question, members of City Council voted first on Amendment 1A, to substitute 2,800 in place of 3,100 in the first condition.

**Amendment 1A:**

Substitute in place of the first condition contained in the proposed ordinance as presented (which would cap enrollment at 3,100 students):

**The student enrollment shall not exceed 2,800 students and the registrar's office shall submit an enrollment affidavit at the beginning and end of each school year.**

<b>RESULT:</b>	<b>FAILED [3 TO 4]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Roman F. Reed, Mayor Pro Tem
<b>AYES:</b>	Reed, Pollard, McLaughlan
<b>NAYS:</b>	Friedberg, Pappas, Fife, Montague
<b>ABSENT:</b>	None

City Council next voted on Amendment 1B, to prohibit the use of

temporary buildings on the high school campus.

**Amendment 1B:**

**To add a condition to the specific use permit to state that the use of temporary buildings shall be strictly prohibited.**

<b>RESULT:</b>	<b>ADOPTED [6 TO 1]</b>
<b>MOVER:</b>	Trisha S. Pollard, Council Member
<b>SECONDER:</b>	Roman F. Reed, Mayor Pro Tem
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife
<b>NAYS:</b>	Montague
<b>ABSENT:</b>	None

**Mayor Pro Tem Reed** asked if HISD could address the variance that was granted by the Board of Adjustment, which was mentioned earlier in public comment.

**Mayor Friedberg** invited ChaVonne Sampson, Interim Director of Development Services, to address the variance granted by the Board of Adjustment, and City Attorney Petrov to provide clarification as to the action taken by the Board of Adjustment and the action to be taken by City Council.

**Interim Director Sampson** explained that after the Board of Adjustment granted the variance to allow 67% of lot coverage, with a 5% overage on the required drainage, HISD followed up and submitted evidence from its engineers that the proposed synthetic turf with underground retention for the athletic field would be as pervious as natural grass, if not more so. After consultation with the city's engineers, who concurred, Development Services staff administratively determined that the proposed synthetic turf would not be counted towards the lot coverage calculation at the time of plan review. The Board of Adjustment's ruling would thus be fully honored and enforced, including the 5% overage on required drainage.

**City Attorney Petrov** confirmed Ms. Sampson's explanation and additionally that any variances granted by the Board of Adjustment were a separate matter and not part of the specific use permit process for Council's consideration.

Discussion ensued among members of City Council and PBK Architects (HISD's architects) regarding the parking garage and the number of lanes used to access the garage. At the end of the discussion, an amendment was offered by Council Member Gus E. Pappas.

**Amendment No. 2:**

**To remove the Planning and Zoning Commission recommended requirement of two lanes into the garage, and require only one lane.**

**{Moved by Gus E. Pappas, Council Member, and seconded by David R. Montague, Council Member}**

Discussion continued among members of City Council regarding the amendment. Following discussion, Mayor Friedberg restated the amendment and called for action.

<b>RESULT:</b>	<b>ADOPTED [6 TO 1]</b>
<b>MOVER:</b>	Gus E. Pappas, Council Member
<b>SECONDER:</b>	David R. Montague, Council Member
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, Fife, Montague
<b>NAYS:</b>	McLaughlan
<b>ABSENT:</b>	None

**Mayor Friedberg** opened the floor for deliberation on the original motion as twice amended. Following deliberation, Mayor Friedberg restated the motion and called for action.

**Vote on motion, as amended:**

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

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting Specific Use Permit S-89 to the Houston Independent School District (HISD) to construct and operate a baseball facility on property owned by HISD and more commonly known as the Gordon Elementary School/Mandarin Chinese Language Immersion Magnet School site, 6300 Avenue B, Bellaire, Texas, in the R-3 Residential Zoning District - Submitted by ChaVonne Sampson, Interim Director of Development Services.

**Mayor Friedberg** read the agenda caption and entertained a motion to adopt the ordinance as presented granting Specific Use Permit S-89 to HISD to construct and operate a baseball facility on property owned by HISD and more commonly known as the Gordon Elementary Mandarin Chinese Immersion Magnet School, 6300 Avenue B, with the conditions set forth therein.

**Motion:**

**To adopt the ordinance as presented granting Specific Use Permit S-89 to HISD to construct and operate a baseball facility on property owned by HISD and more commonly known as the Gordon Elementary Mandarin Chinese Immersion Magnet School, 6300 Avenue B, with the conditions set forth therein.**

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

**Mayor Friedberg** opened the floor for questions and deliberation. Following questions and deliberation, an amendment was offered by Mayor Friedberg regarding the use of the baseball facility.

**Amendment No. 1:**

**To add a condition that the baseball facility shall be for the sole and exclusive use of Bellaire High School and not by other entities without prior consent of the City Council.**

**{Moved by Andrew S. Friedberg, Mayor, and seconded by Trisha S. Pollard, Council Member}**

Speaking to his amendment, **Mayor Friedberg** expressed sensitivity to the concern of neighbors nearby that this has been represented to the community as a high school baseball practice facility, not for usage by other entities at times when the high school is not using it. He noted further that a potential shared use agreement with HISD is contemplated but has not been finalized. Should such an agreement be reached, it could constitute the "prior consent of the City Council" called for in his amendment, effectively superseding the condition if deemed desirable at that time.

Discussion ensued among members of City Council regarding the amendment on the floor. Following discussion, action was taken on the amendment.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Andrew S. Friedberg, Mayor
<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

**Mayor Friedberg** opened the floor for further discussion. Absent any further discussion, the motion, as amended, was restated and action was taken.

**Vote on motion, as amended:**

Minutes Acceptance: Minutes of Sep 18, 2017 5:45 PM (Adoption of Minutes:)

<b>RESULT:</b>	<b>ADOPTED AS AMENDED [6 TO 1]</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, Fife, Montague
<b>NAYS:</b>	McLaughlan

- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, suspending the prohibition of alcoholic beverages other than beer and wine as established by Ordinance No. 15-059 in order to allow the Evelyn's Park Conservancy to provide alcoholic beverages in Evelyn's Park for a private event on Saturday, October 14, 2017 - Submitted by Karl Miller, Director of Parks, Recreation and Facilities, at the request of the Evelyn's Park Conservancy.

**Mayor Friedberg** read the agenda caption and entertained a motion to adopt the ordinance as presented suspending the prohibition of alcoholic beverages other than beer and wine in Evelyn's Park for a private event to be held Saturday, October 14, 2017.

**Motion:**

**To adopt the ordinance as presented suspending the prohibition of alcoholic beverages other than beer and wine in Evelyn's Park for a private event to be held Saturday, October 14, 2017.**

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

Following discussion and questions of Executive Director Denton Ragland, Evelyn's Park Conservancy, action was taken on the motion.

<b>RESULT:</b>	<b>FAILED [3 TO 4]</b>
<b>MOVER:</b>	Roman F. Reed, Mayor Pro Tem
<b>SECONDER:</b>	Gus E. Pappas, Council Member
<b>AYES:</b>	Reed, Pollard, Pappas
<b>NAYS:</b>	Friedberg, McLaughlan, Fife, Montague
<b>ABSENT:</b>	None

- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing one (1) member to the L.I.F.E. Advisory Board of the City of Bellaire, Texas, for the purpose of filling a vacancy for a term commencing on September 18, 2017, and ending on June 30, 2019 - Submitted by Tracy L. Dutton, City Clerk.

**Mayor Friedberg** asked if there was any objection to the selection of Applicant Pat Tracey by acclamation. Hearing none, Mayor Friedberg announced that by acclamation, Pat Tracey was appointed to the L.I.F.E. Advisory Board and entertained a motion to adopt an ordinance regarding the appointment.

**Motion:**

**To adopt an ordinance in the form presented appointing Pat Tracey to fill a vacancy on the L.I.F.E. Advisory Board for a term commencing on September 18, 2017, and ending on June 30, 2019.**

**{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, Pappas, McLaughlan, Fife, Montague

- e. Consideration of and possible action on the adoption of the budget of the City of Bellaire, Texas, for the fiscal year beginning October 1, 2017, and ending September 30, 2018 ("FY 2018"), and appropriating the several sums set up therein to the objects and purposes therein named by 1) adopting the FY 2018 budget by record vote; and 2) ratifying the tax revenue increase reflected in the FY 2018 budget - Submitted by Terrence Beaman, Chief Financial Officer.

**Mayor Friedberg** announced that under the Texas Local Government Code, two votes were required for adoption of the budget. First would be the adoption of the budget by record vote and second, if adopted, another vote would be taken to ratify the tax increase reflected in the budget so adopted.

**Motion:**

**To adopt the ordinance as presented adopting the fiscal year 2018 budget and ratifying the tax increase reflected in the budget.**

**{Moved by David R. Montague, Council Member, and seconded by Michael Fife, Council Member}**

**Mayor Friedberg** opened the floor for questions and deliberation. Following questions and deliberation, Mayor Friedberg offered an amendment to the motion.

**Amendment (No. 1):**

**To remove from the budget the proposed \$500,000 transfer from the General Fund to the CIP for pavement management, leaving that amount unallocated in the General Fund, both in anticipation of unreimbursed hurricane recovery expenses and for prudent management of the ending fund balance.**

**{Moved by Andrew S. Friedberg, Mayor, and seconded by Roman F. Reed, Mayor Pro Tem}**

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

**Mayor Friedberg** reopened the floor for discussion and deliberation on the motion, as amended.

**Amendment (No. 2):**

**To remove the \$50,000 allocated for the ADA Transition Plan from the budget.**

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

Following discussion on the amendment, **Council Member Pollard requested to withdraw her motion. Mayor Friedberg asked if there was any objection to the motion being withdrawn. Hearing none, the motion was withdrawn.**

**Vote 1:**

**Mayor Friedberg asked that a record vote be taken on the motion to adopt the ordinance adopting the fiscal year 2018 budget, as amended.**

**City Clerk Dutton** called for a record vote from each individual member of City Council, as set forth below.

Roman F. Reed, Mayor Pro Tem	Yes
Trisha S. Pollard, Council Member	Yes
Gus E. Pappas, Council Member	Yes
Andrew S. Friedberg, Mayor	Yes
Pat B. McLaughlan, Council Member	No
Michael Fife, Council Member	Yes
David R. Montague, Council Member	Yes

**Mayor Friedberg recapped the record vote on the budget, noting that it carried on a vote of 6-1, with Council Member McLaughlan voting in opposition.**

**Vote 2:**

**Mayor Friedberg called for a vote on the motion to ratify the tax increase reflected in the budget.**

<b>RESULT OF VOTE 2:</b>	<b>ADOPTED [6 TO 1]</b>
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<b>MOVER:</b>	David R. Montague
<b>SECONDER:</b>	Michael Fife
<b>AYES:</b>	Friedberg, Reed, Pollard, Pappas, Fife, Montague
<b>NAYS:</b>	McLaughlan
<b>ABSENT:</b>	None

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

Community interest items from the Mayor and City Council included expressions of appreciation to the Development Services staff and Building Official for the work they were doing during this difficult time; expressions of appreciation of Council Members Trisha S. Pollard, David R. Montague, and Michael Fife, as well as Barbara Hofmann, for their volunteer assistance efforts to help those residents with the building recovery process; expressions of appreciation to City Manager Paul A. Hofmann and City staff for their response to the storm; expressions of congratulations to HISD on the approval of their specific use permits; expressions of appreciation of HISD and Michael Lunceford, HISD Board Trustee; reminders to attend National Night Out and the Party at the Pavilion.

### **J. Adjourn.**

**Mayor Friedberg** announced that the Regular Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:01 p.m. on Monday, September 18, 2017.

## **II. CLOSED MEETING**

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

**Mayor Friedberg** called the Closed Meeting of the City Council of the City of Bellaire, Texas, to order at 10:01 p.m. on Monday, September 18, 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.

**Note:** City Clerk Tracy L. Dutton did not participate in the closed portions of the meeting.

### **C. Retire into Closed Meeting in the Council Conference Room:**

Retire into closed meeting 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.

Mayor Friedberg read the agenda caption and announced that the members of the City Council would retire into the Council Conference Room, located directly behind the Council Chamber, for the closed meeting at 10:01 p.m. on Monday, September 18, 2017. He advised that no action would be taken in the closed meeting.

**D. Reconvene in Open Meeting in the Council Chamber:**

Reconvene in open meeting and take action, if any, on items discussed in the closed meeting.

Members of the City Council reconvened in the Council Chamber at 10:54 p.m. on Monday, September 18, 2017. **Mayor Friedberg** indicated that no action had been taken on items discussed in the closed portion of the meeting.

**Mayor Friedberg** opened the floor for motions. Noting none, the meeting was adjourned.

**E. Adjourn.**

**Mayor Friedberg** announced that the Closed Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:54 p.m. on Monday, September 18, 2017.

Company	Annual Cost	% Increase	Yr 2	Yr 3	Yr 4	Yr 5	Total Score	5-Yr Cost
WCD Enterprises, LLC	\$144,204.00	0.0%	\$144,204.00	\$144,204.00	\$144,204.00	\$144,204.00	60	\$721,020.00
Cornerstone Maintenance and Landscape	\$150,865.00	4.0%	\$156,899.60	\$163,175.58	\$169,702.61	\$176,490.71	49	\$817,133.50
HOUScape, Inc.	\$158,272.00	4.0%	\$164,602.88	\$171,187.00	\$178,034.48	\$185,155.85	47	\$857,252.20
Landcrafters	\$264,837.24	1.0%	\$267,485.61	\$270,160.47	\$272,862.07	\$275,590.69	31	\$1,350,936.09
Special Touch Landscaping	\$339,571.30	10.0%	\$373,528.43	\$410,881.27	\$451,969.40	\$497,166.34	17	\$2,073,116.74
Houston Grotech	\$358,985.88	1.0%	\$362,575.74	\$366,201.50	\$369,863.51	\$373,562.15	23	\$1,831,188.77

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Final Scoring- City of Bellaire- Landscape Maintenance CSP- Oct. 18, 2017																	
<p>Criterion and values are based on the Competitive Sealed Proposal. The total weight value equals 100. Scoring is based on 60% pricing, 25% Qualifications and Experience, and 15% References. Scoring on the decision matrix for the first two sections should be based on a rating scale of 0 to 5, with 0 being the lowest and 5 being the highest rating. The last section <b>Cost of Service</b> is based on a mathematical formula to determine the value to the City of Bellaire.</p>																	
		Hou-Scape		Cornerstone		Land Crafters		Houston Grotech		Special Touch Landscaping		WCD Enterprise					
	Criterion:	Weight Value	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating
	Qualifications and Experience- Organization and Individual Experience, Licensing, Certifications, Similar size or greater service sites, Understanding of operational and functional aspects, Location of Co. headquarters, Safety Program, Ability to meet insurance requirements, Response time, Other criteria identified in the CSP	5	5	25	4	20	3.5	17.5	2.5	12.5	1.5	7.5	1.5	7.5		0	
	References and Site Visits- reference checks and visits to sites provided.	3	4	12	3	9	2	6	1.5	4.5	1	3	0	0		0	
Cost of Service- Annual cost plus maximum % increase per year	1	47	47	49	49	31	31	23	23	17	17	60	60		0		0
Total	100			84		78		54.5		40		27.5		67.5		0	0

## City of Bellaire

Parks, Recreation and Facilities Department  
Landscape Maintenance Services Specifications

### CSP No. 17-013

***GENERAL SPECIFICATION FOR LANDSCAPE MAINTENANCE,  
SERVICE SPECIFICATION IN PARKS AND IDENTIFIED MEDIANS,  
ESPLENADES AND RIGHT OF WAYS. SELECTION WILL BE BASED  
ON A COMPETITIVE SEALED PROPOSAL PROCESS.***

Attachment: Landscape Maintenance Specification CSP Posted 092017 (2347 : Landscape Maintenance Contract)

**Submittal Requirements:**

A pre-submittal meeting is scheduled for October 2, 2017 at 10:00 a.m. in the Council Chamber located in Bellaire City Hall, 7008 South Rice Ave., Bellaire Texas 77401. Attendance is not mandatory; however, all vendors should attend to have a better understanding of the requirements and expectations. Persons with disabilities requiring special accommodations should contact the Parks Superintendent at 713-662-8285 at least two (2) days prior to the pre-submittal meeting.

All questions and clarifications of scope of work must be submitted in writing to Buster Adams, Parks Superintendent through e-mail to [badams@bellairetx.gov](mailto:badams@bellairetx.gov). Those submitting an inquiry will receive notification of receipt within one (1) business day. If notification is not received please contact Buster Adams at 713-662-8285 to ensure the e-mail was received. The City of Bellaire is not responsible for inquiries not received. Final answer to inquiry will be provided within three (3) business days and will include all those in attendance of the pre-submittal meeting and those that have requested to receive responses to inquiries.

The effective date of implementation of this proposal is estimated to commence December 1, 2017, once authorized by the Bellaire City Council and end September 30, 2018. The City of Bellaire retains the option to extend to the submitter awarded this agreement, an extension at the end of the above purchasing period, for the purpose of landscape maintenance as specified in this proposal, upon agreement with vendor and the City, said optional extension and renewal of contract up to four additional years, one year at a time, subject to price increases, service satisfaction and mutual agreement between the City and the successful submitter. The City of Bellaire may also elect to reissue the identified services to include other parts of the City of Bellaire's landscape maintenance program.

**Insurance Requirements:**

The Contractor, the vendor awarded the services pursuant to the proposal, at his own expense, shall procure, maintain and keep in force throughout the life of this Contract, and for one additional year, insurance as hereinafter specified. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this Contract, whether performed by the Contractor or a subcontractor, or separate policies must be provided to the City of Bellaire covering the operation of each subcontractor. Subcontractors' insurance requirements are identical to the identified requirements in this document.

NOTE: Companies will be required to provide insurance documentation at the time of submittal. The selected company will be required to provide proof of insurance prior to the City of Bellaire entering in an agreement and receiving a Purchase Order.

No policy shall be written on a "claim made" form. The City shall be named as an additional insured on Contractor's Commercial General Liability, Automobile Liability and excess or Umbrella Liability policies. City may waive the additional insured

requirement under the Commercial General Liability policy if Contractor's Protective Liability policy with general aggregate limits of \$2,000,000.00, with \$1,000,000.00 per occurrence limit, is provided. The contractual liability coverage in the Commercial General Liability policy shall not be excluded.

The following insurance coverage's will be carried and certified.

1. Workers Compensation Insurance and Employer's Liability Insurance. Workers Compensation Insurance shall be provided as required by state statute covering all employees, whether employed by the Contractor or any subcontractor on the job. The Employer's Liability Insurance shall have limits as follows:

Bodily injury by accident:	\$500,000.00 each accident
Bodily injury by disease:	\$500,000.00 policy limit
Bodily injury by disease:	\$500,000.00 each employee

It shall also be endorsed to waive the carrier's right of subrogation against the City.

2. Commercial General Liability Insurance, which shall have the following limits:

General Aggregate Limit:	\$2,000,000.00
Products Completed Operations Aggregate Limit:	\$2,000,000.00
Personal and Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Fire Damage Limit:	\$50,000.00
Medical Expense Limit:	\$5,000.00

It shall be endorsed to waive the carrier's right of subrogation against the City. It shall also be endorsed to specify that the above limits apply separately to each location.

3. Automobile Liability Insurance, which shall have the following limits:

Bodily Injury Per Person	\$250,000.00
Bodily Injury Per Accident	\$500,000.00
Property Damage	\$250,000.00

Or a policy providing combined single limits of \$750,000.00. It shall be endorsed to

waive the carrier's right of subrogation against the City.

4. City, at its own discretion, may require any umbrella or excess limits liability policy.

In the event the Contractor shall fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the Contractor shall not serve to release or in any way discharge or shift the liability of the Contractor to the Professional or City; but the Contractor does herein agree to indemnify and hold the Professional and City harmless from any and all claims growing out of or arising by reason of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of or arising by reason of the work performed by the Contractor.

**Certificate of Insurance:** Before work on this Contract is commenced, the Contractor and each subcontractor shall submit to the City for approval, certificates of insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company, setting forth:

1. The name and address of the insured;
2. The location of the operations to which the insurance applies;
3. The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate;
4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate;
5. A statement that the insurance of the type afforded by the policy applies to all of the operations of whatever character, which are undertaken by the insured during the performance of this Contract, provided such operations are required in the performance of the Contract;

A provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in the policy stating when, not less than fifteen (15) days thereafter, cancellation of such policy shall be effective, with a copy of such letter of intent to the City.

**Performance of Work:**

The selected service provider will ensure all employees are either wearing a company logo shirt or jacket, at all times while on City of Bellaire property. All employees on site must be employees of the selected company and no phase or aspect of the work may be done through sub-contractors without written permission from the City of Bellaire. It is further agreed that it is the intent of this Contract that all work must be done and all material must be furnished in accordance with the generally accepted practice for such materials furnished or work completed. All unsafe conditions will be reported to the City of Bellaire immediately and not put off until later in the day. The contractor is responsible for providing all personal protective equipment, ensuring the employee has

been properly trained in how to use safety equipment and assure employee is utilizing proper personal protective equipment. The City of Bellaire reserves the right to cease all work that may be disruptive or considered to be unsafe. In the event an outside vendor is required to perform duties identified in this document due to lack of performance, the City of Bellaire reserves the right to withhold the cost of said services from the vendor that is awarded this agreement.

**Purchase Order Payment:**

City of Bellaire shall generate a purchase order to the successful vendor. The purchase order number must appear on all invoices. City of Bellaire will not be responsible for any orders placed and/or delivered without a valid purchase order number. Payment will be made within 30 days after receiving an invoice and upon completion of services and once work performed has been accepted as being completed by the City of Bellaire.

**NOTE:** All invoices shall be sent to: City of Bellaire, Attention: Accounts Payable, 7008 South Rice Ave., Bellaire Texas 77401.

**Contact Personnel:** Contractor shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact for the City, the City shall be notified within 24 hours of the change.

**Evaluation Factors:**

The City will award a purchase order and/or contract to the most responsive company, which represents the most advantageous proposal to the City, price and other factors will be considered. In determining the most advantageous proposal see vendor submitted document for details:

The City expressly reserves the right to:

1. Waive as an informality, minor deviations from specifications, provided total cost of the proposal is lower and the overall function of the proposal item(s) is improved or not impaired;
2. Waive any defect, irregularity or informality in any proposal.
3. Reject or cancel any or all proposal;
4. Reissue specifications;
5. Extend the deadline time and date;
6. Procure any proposal item by other means;
7. Increase or decrease the quantity or quantities specified in the specifications, unless the submitter specifies otherwise.
8. Consider and accept an alternate proposal as provided herein when most advantageous to the City.

**Submission Date:**

Interested parties wishing to submit a proposal must submit four (4) copies of the attached form with three (3) references, proof of insurance and a copy of their license to do business in the State of Texas. All submittals must contain pages 50-56; additional information related to submittals is acceptable.

Submittals must be delivered to the Receptionist at Bellaire City Hall located at 7008 South Rice Ave., Bellaire, Texas 77401 no later than 10:00 a.m., CST, Friday, October 6, 2017.

Submittals shall be addressed:

**"DO NOT OPEN IN MAIL ROOM"**

**CSP No. 17-013 Enclosed**  
**Landscape Maintenance Services**

Submittals shall be delivered in a sealed envelope. Any submittals received after the above date and time will be considered an "invalid proposal". Items postmarked prior to the date and time but not received by the deadline will be considered an "invalid proposal". Vendors that are not interested in providing a proposal for this service but would like to be considered for future projects should provide the necessary contact information on the attached form and write "No Proposal" and the City of Bellaire will make you aware of future opportunities.

All proposals will be publicly opened and the names of all contractors submitting proposals and the annual amount of their proposal to provide services will be read aloud following the 10:00 a.m. submittal deadline, Friday, October 6, 2017, in the Council Chamber, First Floor of City Hall, 7008 South Rice Ave., Bellaire, Texas 77401.

**Contact Information:**

Buster Adams, Parks Superintendent, City of Bellaire

Phone: 713-662-8285

Email: [badams@bellairetx.gov](mailto:badams@bellairetx.gov)

All questions or comments regarding submittal and/or proposal packet shall be made in writing and sent by e-mail. Questions or comments submitted through verbal communication will not be accepted.

**City of Bellaire  
Parks, Recreation and Facilities Department  
Landscape Maintenance Services Scope of Work**

**1.0 General**

- a. The scope of service covers items in the attached table of services/monthly calendar while the list of specifications can be found in the following sections.
- b. The monthly calendar specifying what services will be performed by the contractor are required. Failure to provide the identified services in the calendar will delay processing the payments. Deviation from calendar must have written approval from City of Bellaire.
- c. Monthly and/or bi-weekly meetings, as necessary between the contractor and the City will be required to inspect and evaluate performance, for payment.

**2.0 Materials and Personnel**

- a. The contractor will be required to provide the necessary labor, personnel, administration, transportation, equipment, materials, and any other items needed to satisfy the scope of service.
- b. The contractor shall supply the City of Bellaire with two (2) copies of all Material Safety Data Sheets for all chemicals to be used on or near City of Bellaire properties.

**3.0 Specifications**

**3.1 Turf Grass Maintenance**

- a. Lawns must be maintained in a healthy growing condition at all times.
- b. Mowing and edging throughout the growing season, as noted on the schedule of services, to maintain a neat and trimmed appearance. Mowing, edging and other related services must be coordinated with the Park Superintendent to ensure services do not have a negative impact on park operations especially the Café operations.

- c. Remove all clippings from walkways, driveways, parking lots, roadways and hard surfaces that are a result of the above work.
- d. All turf shall be fertilized in accordance with specifications and frequency as identified in the monthly calendar.
- e. Insect and disease control shall be applied by Contractor whenever and wherever as needed to keep plant and turf material free of insects and diseases. This item may not appear in the schedule of services, but should be included and performed as needed at the contractor's expense.
- f. All signs, metal poles, benches, picnic tables, walls, fire hydrants, etc. shall be mechanically trimmed. Chemical control shall be used wherever line trimming may damage any of the above items (i.e. around wooden sign posts and wooden fences).
- g. Minor damage to turf may be treated by fertilization, composting, or other treatment to mitigate the problem(s) and promote growth. Opportunistic weeds growing in damaged areas shall be pulled or treated with an appropriate herbicide. Major damage shall be corrected by replacing damaged turf with a turf grass and in a manner approved by the City. Ruts in turf caused by landscape equipment shall be repaired by filling in ruts with topsoil similar in texture to the existing soil and planting sod if the ruts are deeper than one (1) inch or wider than two (2) inches. New turf grass shall be maintained until it becomes established.
- h. Turf weed controls is defined as chemical, mechanical or manual removal of weeds from established turf areas and are to be controlled to maintain a manicured appearance at all times.
- i. Winter rye over seeding shall occur as listed in the table of services.
- j. Turf aeration shall occur as listed in the table of services and shall include the removal of any turf plugs that may result from the aeration.
- k. "Texas Two Step" method, as recommended by Texas A&M, shall be followed for fire ant control which will consist of a bait type fire ant insecticide applied twice (2) annually to all turf areas when fire ants are foraging (typically April and October). For the remainder of the year, ant mounds will be spot treated as seen.

- l. Each mowing of Bermuda grass, St. Augustine grass or other turf grasses, where possible, shall be performed at an oblique or ninety-degree angle to the previous mowing.
- m. Lawn mowers shall be of the rotary or reel type in good working order, finely tuned to protect the turf. Mower blades shall be sharp to reduce shredding of the cut grass blades and designed to mulch grass clippings. Mowers need to be kept in balance with no bent blades. Guards on mowers must be in place and down at all times when in use.
- n. There will be a \$100.00 fine for each mower found without guards down. Any fine(s) imposed by the City shall be deducted from the next monthly fee payable to the Contractor. The City may terminate the Contract if the Contractor is fined more than once for not having the guards down.
- o. The Contractor shall use grass re-cycling (the use of mulching mowers to keep grass clippings on-site) as the preferred method of turf clipping disposal. Grass re-cycling need not be used when turf growth is considered too high (as after rain and mowing delays.) To ensure attractive and effective use of grass re-cycling, mow no more than one-third (1/3) of turf height at any mowing. If more than one third (1/3) of the top growth is removed, catch all grass clippings or rake and remove within four (4) hours.
- p. During periods of cool weather, mow at one and one-half (1/2) inches, but during hot weather the cut should be not lower than 2 inches from the soil for warm and cool season grasses.
- q. Corrective height adjustments shall be made on mowers as weather conditions and site constraints dictate. Raise mowing heights during high temperature and drought conditions and in uneven soil situations. Never scalp the turf areas! The City has the right to require the Contractor to use a smaller mower if necessary to avoid scalping. If a full mowing is not necessary, spot mowing shall be performed as needed to maintain a manicured appearance.
- r. Turf that has been irrigated within twenty-four (24) hours or within forty- eight (48) hours of rain shall not be mowed until the soil has sufficiently dried out enough to limit soil compaction.
- s. Remove litter before each mowing, and remove leaves and debris that cannot be completely mulched into the turf.

- t. Tree leaf cleanup shall be as needed. If leaves cannot be mulched so that they are no longer visible on the turf, then leaves shall be bagged so they can be carried from the property.

### 3.2 Trees, Shrubs, Color Beds, and Ground Cover

- a. Prune deciduous trees at all sites when dormant to promote symmetrical shape in head and remove low hanging growth to a height of 10 feet from ground level. Remove suckers along trunk and lower branches as they appear.
- b. Prune evergreen trees on sites in the early summer to thin and shape heads and remove low hanging growth. Remove suckers as they appear.
- c. Prune shrubs and ground cover as necessary to maintain a neat and trimmed appearance at all times.
- d. Remove all dead and damaged branches back to the point of branching.
- e. Remove all material from site on same day of trimming
- f. Maintain and replace stakes and guys with equal material on all existing trees until plants are capable of sustaining normal windstorms. Remove all stakes and guys from trees that are no longer necessary and haul away from site.
- g. All areas shall be kept free of weeds at all times and neatly cultivated at all times.
- h. Replacement of dead or injured plants (material that is 25% dead or more shall be considered dead) due to pests or Contractor negligence will be done as soon as possible without cost to the City.
- i. In addition to the basic fertilization defined for shrubs and beds, flowering perennials and seasonal color plantings may require supplemental fertilization during the blooming season (fertilize as required or as recommended by the City).
- j. Apply the fertilizer a maximum of three times per year in March, May, July and September. Only three fertilizations may be needed

and will be determined by the City. For most applications, nitrogen should be applied not to exceed three (3) lbs. N/1,000 ft. 2/years (except for seasonal color beds which require more).

- k. Insect and disease control shall be applied by contractor whenever and wherever as needed to keep plant and turf material free of insects and diseases. This item may not appear in the schedule of services, but should be included and performed as needed at the contractor's expense.
- l. Dispensing of pesticides and herbicides must be performed by a person with the appropriate Licenses and Certificates as required by Texas Department of Agriculture or The Structural Pest Control Board whichever agency is applicable for the work being performed.
- m. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- n. Mulch is to be applied twice (2) a year in April and October to landscaped beds at a depth of two (2) inches and areas already established with mulch.

### 3.3 Weed Control

- a. A Commercial Applicator, licensed through the Texas Department of Agriculture or The Structural Pest Control is required for all restricted materials. A Commercial Applicator shall be present during all applications.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- c. Weeds in bed areas are to be controlled to maintain a weed free appearance at all times. This is not limited to beds, and should include sod areas, sidewalks, walkways, granite gravel paths, tennis courts, adjacent parking lots and around adjacent buildings.
- d. If the Contractor chooses to use pre- emergent herbicides to help reduce the number of post-emergent herbicides applications required, they should be applied to turf and bed areas in February, June and November for the control of annual summer and winter

weeds. High-quality, weed- free turf and bed areas are expected regardless of the weed control approach.

- e. Weeds treated using a contact or systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application shall be applied. All dead weeds must be removed within seven (7) days.
- f. Weeds which reach a height of four (4) inches or more shall be hand pulled. Chemical spraying shall not be permitted for weeds exceeding four (4) inches in height (excluding turf areas).
- g. All linear chemical edging and/or detailing must be approved by the City or the City's Representative prior to its use.
- h. To protect the trees and other broadleaf plants, extreme caution should be used when applying broadleaf herbicides. Chemicals that could volatilize or leach into the root zone and cause plant damage are not permitted.
- i. Pre-emergent and post-emergent herbicides are to be used which have the greatest efficacy to control weeds that are found on the Property. Multiple herbicides may be required to provide sufficient control.
- j. Vines and other undesirable vegetation growing on walls, fences or other structures are to be sprayed with an herbicide or removed by hand. All dead vegetation on walls, fences, or other structures shall be removed.

### **3.4 Pesticide Applications**

- a. A Commercial Applicator, licensed through the Texas Department of Agriculture or The Structural Pest Control is required for all restricted materials. A Commercial Applicator shall be present during all applications.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- c. The Contractor is hereby granted permission to use such herbicides, insecticides and fungicides as it may find necessary and advantageous in its exterior landscape maintenance activities

and as labels specify.

- d. Chemicals must be used responsibly and in strict conformance with Federal, State, and Local laws and regulations. Chemicals shall include but not be limited to fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.
- e. The Contractor assumes all liability for the damage and/or equipment and shall be accountable for misuse.
- f. Approvals for pest, disease, and weed control and prevention will be made by the City and/or the City's Representative. The City retains the right to prohibit the use of any herbicide, insecticide or fungicide that they may judge to be undesirable for any reason.
- g. Any subcontractor that performs pesticide work must be approved by the City. It is the understanding that the Contractor shall be liable for all work of the subcontractor including damages should they occur. The Subcontractor, thru the Contractor, shall provide copies of appropriate permits, licenses, registrations, insurance guarantees, and other requested documents to the City.
- h. The City's Representative shall be notified two (2) days prior to application and advised of any danger associated with the use of these products. Notification shall include the intended chemical, application rates, labels and MSDS sheets, time of application, target pests, and locations of application.
- i. Pesticides shall be applied at times that limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning applications shall be used when possible to avoid contamination from drift and phytotoxicity to plants. The applicator shall monitor forecast weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas and inactivation of intended control.
- j. Application must be coordinated with the City in order to ensure application will not interfere with park operation. Contractor is responsible for posting professional looking signage where requested by the City.
- k. Irrigation shall be temporarily adjusted as directed on the

pesticide label to maximize pesticide efficacy without causing damage to desirable vegetation. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without runoff. The City shall be notified of the locations and schedules of temporary adjustments to irrigation cycles.

- l. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established by the Texas Department of Agriculture, Environmental Protection Agency and/or Structural Pest Control Board.
- m. Spray equipment shall be in good operating condition, quality, and design to efficiently and effectively apply materials to the target area. Minimize drift by avoiding high-pressure applications and using water-soluble drift agents.
- n. Integrated Pest Management (PM) and Plant Health Care (PHC) strategies shall be used when managing pest problems. This requires regular monitoring of plants, applying least toxic chemicals first, and spraying to avoid adverse effects on beneficial. Alternate pesticides which have differing modes of actions to avoid a buildup of resistance in the pest.
- o. Pesticides shall be selected from those materials that characteristically have the lowest residual persistence. Organic or non-chemical means of control are desired and are to be given first consideration whenever reasonable. The uses of adjuvants are encouraged to help increase pesticide efficiency and reduce the total amount of technical material required to gain control.
- p. Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
- q. The Contractor is responsible for identifying pest infestations. The entire Property shall be inspected on a weekly basis for infestations of harmful pests such as animals, arthropods, pathogenic microorganisms, and weeds.

- r. Extreme caution should be exercised when applying chemicals near water and/or fountains. Chemicals with high leaching or runoff potentials are not permitted.

### 3.5 Diseases

- a. When they first appear, treat for plant diseases with an approved commercial fungicide/bactericide according to manufacturer's label recommendations.
- b. Preventative applications may be required in some situations to help control recurring diseases on some plants.

### 3.6 Fertilization

- a. The goal for the property is to provide prescription fertilization rather than applying an all-purpose fertilizer. All plants shall be fertilized to promote health rather than growth. Excess and unnecessary fertilizer applications that predispose plants to disease and insect infestation, pollute ground water, or create salt buildup in the soil shall be avoided.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- c. The City will authorize the Contractor to collect a number of soil tests throughout the property to ensure correct care is being given to the landscape plants. This should be accomplished in early spring prior to application of fertilizers.
- d. Soil samples are to be correctly collected, randomly distributed throughout the property, and submitted to a reputable Soil Fertility Analysis Lab.
- e. The City is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.
- f. The Contractor or the City's Representative, with approval from the City, will formulate fertilizers to satisfy the deficiencies identified in the soil analysis report. Application rates and frequencies will depend on fertilizer formulations and needs of the plant material.
- g. In general, fertilizers used on the property should be slow-release, low-salt fertilizers having at least fifty percent (50%) Water Insoluble

Nitrogen (WIN) and a salt index below fifty (50). Organic fertilizers are preferred and will be used whenever possible.

- h. Operate the irrigation system on the same day of application. The system should operate for approximately fifteen (15) minutes for spray heads and forty-five (45) to sixty (60) minutes for rotary heads to water the fertilizer in thoroughly.
- i. Apply all fertilizer application to turf areas by spreading one-half (1/2) of the fertilizer horizontally and one-half (1/2) vertically with a cyclone spreader where possible. No visible under lapping of applications will be permitted.

### 3.7 Supplemental Fertilization for Micronutrient Deficiencies

- a. Additional soil and/or foliar treatments may be required to correct micronutrient deficiencies on certain plants. These should be applied based on visual symptoms on the plant or laboratory analysis of soil and/or plant tissue.
- b. The Contractor is responsible for the cost of materials and applications of micronutrients when necessary in limited areas. Supplemental applications of macro or micronutrients that are broad cast over the entire property (e.g. sulfur). The Contractor may bill the City for these applications based on per unit fertilizer prices.
- c. Commercially available products shall be used that are specific to correct the identified micronutrient deficiency. Fertilizer products shall be used according to label directions. Application rates, frequencies, and techniques will be determined by the label with the City approval.

### 3.8 Litter Pick-Up

- a. Litter, dead tree branches and foreign objects shall be removed before mowing and taken off from site each time work is performed. Litter removal and pick up includes the entire park, all hard surfaces, parking lots, parking spaces adjacent to property and all areas associated with the outside areas of the park.
- b. Trash receptacles shall be lined with black plastic trash bags and emptied, remove all paper, cans, dead animals and other debris from the property on a daily basis (7 days per week). All litter and debris shall be removed from the property for disposal or recycling. The Contractor shall not use on site compactors or other waste receptacles for disposal.

- c. Disposing of debris, litter, soil, plant materials, etc. down storm sewers or anywhere on site without approval of the City is prohibited. The Contractor will be fined \$200 for each occurrence. Any fine(s) imposed by the City shall be deducted from the next monthly fee payable to the Contractor.

### 3.9 Irrigation Systems

- a. In consultation with the City, make adjustments and settings of automatic controllers to establish frequency and length of watering periods.
- b. Check system monthly for continuous trouble free operation. Inspection reports are to be forwarded to the Park Superintendent upon completion.
- c. Adjust heads to maintain proper coverage.
- d. Repair and replace any equipment damaged as a result of maintenance operations, at contractor's expense including water valve and meter covers within 24 hours. Any damage to other irrigation components caused by the Contractor of the Contractor's negligence shall be repaired at no cost to the City. All damage to the irrigation system shall be repaired as soon as it is discovered. The repairs shall return the irrigation system to its original form and function.
- e. Contractor shall certify all back flow prevention devices annually, as required by the TCEQ or other regulatory agencies, state or federal. Certification reports are to be forwarded to the Park Superintendent upon completion.
- f. Irrigation work must be completed under the supervision of a State of Texas licensed irrigator as required by the regulations of the State of Texas.
- g. The Contractor shall provide sufficient staffing to monitor, operate, and program the automatic controlling devices to produce optimum moisture levels in all planted areas. The Contractor shall provide a minimum of a licensed irrigator, licensed irrigation technicians, laborers and irrigation equipment and vehicles required to accomplish the scope of work.
- h. The licensed irrigator shall be proficient in the proper operation of the irrigation system. The City has the right to designate an in-

house employee or retain an irrigation consultant to manage the irrigation system and irrigation usage on the property.

- i. All irrigation activities including but not limited to repairs, indexing, scheduling, and installation shall be coordinated through the City. All irrigation usage must be approved by the City.
- j. All trees, landscape and turf areas shall be irrigated as required to maintain adequate growth, health and appearance regardless of plant types or soil condition unless directed otherwise by the City. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. The City shall be immediately notified of any condition(s) that exists that would hinder the proper application of water to plants.
- k. Any damage to other irrigation components caused by the Contractor or Contractor's negligence shall be repaired at no cost to the City. All damage to the irrigation system shall be repaired as soon as it is discovered. The repairs shall return the irrigation system to its original form and function. The Contractor shall be responsible for all material and labor costs for all repairs and/or replacements to sprinkler heads, risers, and valve boxes at no expense to the City.
- l. Contractors shall carry and maintain a supply of irrigation parts and related irrigation components each time the irrigation system is serviced. Replacement equipment shall be of the same type, model and manufacturer to keep the coverage the same. No substitutions shall be accepted unless replacement part is out of production.
- m. Costs of parts and supplies associated with repairs and/or replacement of computerized controllers, backflow preventers, wiring, pipe, rain stats, and valves, not associated with Contractor negligence will be the responsibility of the City. All repairs for which the City is responsible shall be billed to the City, upon prior written approval. Copies of receipts for materials and/or parts shall be turned in upon request of the City. The Contractor is responsible for all labor costs associated with irrigation repairs that do not require a supplemental irrigation technician (except for special projects). All irrigation repairs requiring supplemental irrigation technicians may be charged to the City after receiving the City approval.
- n. Keys shall be provided to the Contractor for all irrigation

controllers. If the controllers do not have locks, the City shall provide locks upon request. At the termination of the Contract, the Contractor is required to return all keys before final payment is issued.

- o. It is the Contractor's sole responsibility to keep plants watered properly. The Contractor shall report all damage, breakage, and/or apparent irrigation problems that prevent proper watering procedures to the City before plant loss occurs. If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
- p. Where irrigation systems are not present, the Contractor shall provide hand watering on an as needed basis to keep plants alive. In addition, new plantings shall be hand watered until they are established, rather than increasing irrigation frequency and overwatering the adjacent landscape plants. This service is included as part of the monthly fee.
- q. Complete sprinkler system servicing shall be performed by the Contractor as required to maintain sprinklers in correct operating condition, including all required labor. Operation of sprinklers shall be monitored and indexed on a rotating basis to assure: proper coverage and operation, the setting of turf heads at the proper height, straightening heads, cleaning or adjusting nozzles, and adjusting heads to avoid spray on glass, streets, fences, vehicles, or buildings. Avoid watering on hard surfaces as much as possible. No standing water shall be allowed on sidewalks. Turf spray nozzles shall be of a height to clear the highest un-mowed turf growth height and the height of shrub heads shall be adjusted as much as possible to provide uniform spray patterns in beds.
- r. If possible, irrigation cycles shall be set to take place from sunset to sunrise. Irrigation schedules are to be adjusted as needed or requested by the City to accommodate use or maintenance of the Property.
- s. Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, excessive water runoff onto streets and/or private property. The contractor's representative and/or the City's Representative shall utilize a hand soil probe to physically determine soil moisture levels in various planting zones. The soil probe analysis may be used (along with water meter readings, weather station data, and

irrigation scheduling software) to monitor and adjust site irrigation schedules, to find wet or dry areas, and to observe plant root depth and development.

- t. Irrigation systems shall be set to maximize cycle duration and minimize irrigation frequency in order to irrigate the upper twelve (12) inches of soil and then allowing the upper two (2) inches to dry out between irrigation cycles (except when establishing new plants). In sloped, clay, or compacted areas, multiple, short duration, irrigation cycles may be needed in one night to provide sufficient moisture while avoiding runoff. Irrigation schedules shall be adjusted to meet seasonal demands.
- u. Irrigation cycles shall be coordinated with mowing schedules. Irrigated areas shall be allowed to dry out for at least twenty-four (24) hours before mowing or using heavy equipment on turf.
- v. If there is more than one irrigation controller on a water meter, do not program to water during the same time period as over draft of water meters will result. Set controllers so that one finishes watering cycle before next starts watering cycle. During periods of high rainfall, set controllers to the manual or rain mode until irrigation is needed. Do not switch controllers to "off" as this will stop the time clock.
- w. Irrigation components shall be drained and protected as necessary during freezing weather. Freeze related damage shall be repaired at the Contractor's expense.
- x. The Contractor shall be responsible for shutting down the irrigation system within twenty-four (24) hours under the following conditions: freezing weather, floods, hurricanes, or any other natural disasters to minimize any additional damage to existing plant materials; and upon notification during periods of drought when water rationing is required.
- y. At the beginning of the Contract, the irrigation system shall be inspected for existing problems by the Contractor. The Contractor will furnish a written report of its inspection to the City within one month after the contract start date. If the Contractor neglects to provide this written report, the Contractor shall be held responsible for any necessary repairs.

#### 4.0 Mulching

- a. The Contractor is responsible for mulching all beds and trees (that

are currently being mulched) at least twice a year in April and October.

- b. Only high quality, composted mulch is to be used on the property, non-composted mulch or mulch containing sticks, rocks, soil, or other debris will not be accepted. Samples of mulch are to be submitted to the City and approved prior to installation.
- c. Mulched areas shall be mulched to a depth of two (2) inches. Mulch should be kept away from the stems of shrubs and trees.
- d. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot and up to 3-foot in diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass.
- e. Mulch shall stay manicured at all times. Re-mulch, spot mulch, and/or dress beds and tree rings throughout the year as needed to maintain a one (1) to two (2) inch cover of mulch, to sustain an attractive appearance, and to improve air and water infiltration.
- f. The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas

#### **4.1 Tree Maintenance**

- a. Annual tree trimming which requires a large amount of trimming and/or high tree trimming is not part of this Contract. Tree maintenance includes mulching, debris cleanup, irrigation, low hanging branches and suckers, dead branches, stakes and posts and other items identified.
- b. Trees shall be irrigated as outlined.
- c. All trees in manicured areas shall be mulched as outlined unless directed otherwise by the City. Weeds in mulch rings shall be controlled as indicated.
- d. Leaves and other tree debris shall be cleaned as outlined.

#### **4.2 Shrub and Bed Maintenance**

- a. The goal of the shrub program is to develop a lush, natural appearance, promote flowering and keep pruning and trimming to a

minimum for cost-effectiveness for the City.

- b. The natural shape of shrubs shall be maintained during pruning except in locations where hedges are currently being maintained. Pruning of shrubs should create a uniformly dense plant. Pruning shall be done on an as-needed basis only.
- c. New growth on hedges shall not be allowed to grow more than four (4) inches beyond the intended hedge surfaces, except where specified by the City. Selective pruning of new shoots on shrubs is expected to be performed after an area has been mowed.
- d. Shrubs and hedges shall be maintained to promote the desired effect (e.g. as a dense screen for unsightly objects like backflow preventers).
- e. Flowering shrubs should be pruned after flowering cycle is complete and in such a way as to promote flowering.
- f. Shrubs (front, back and side) shall be trimmed one (1) foot from fencing and structures. The current height of mature shrubs and hedges shall be maintained unless otherwise stated by the City.
- g. All ornamental plants are to be pruned so as not to interfere with pedestrian or vehicular traffic.
- h. Plant growth regulators may be used, with approval of the City, to reduce maintenance costs and improve the appearance of shrubs and hedges.
- i. Every week, the Contractor shall remove all dead, diseased and unsightly branches from shrubs, and remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs, or trees shall be pruned out of these areas.
- j. All dead shrubs shall be removed and replaced on a weekly basis with the City prior approval.
- k. Fertilize shrubs as outlined.
- l. Shrubs and beds shall be irrigated as outlined.
- m. Shrubs and beds that are currently being mulched shall be mulched as outlined.

- n. Insects and diseases on shrubs should be controlled as outlined.
- o. Weed control in shrub beds shall be as outlined. Weeds are expected to be pulled each week after a mowing cycle is complete.
- p. Leaves and debris shall be cleaned from all shrub beds as needed and as outlined.

#### **4.3 Groundcover Maintenance**

- a. Groundcovers shall be pruned to maintain a clean, attractive, well-manicured appearance with beveled edges. Some vigorous groundcovers require heavy or hard pruning back or shearing once every year in the early spring prior to the growing season to remove a thatch-type buildup of vegetation and/or dead leaves.
- b. Plant growth regulators may be used, with approval of the City, to reduce maintenance costs and improve the appearance of groundcovers.
- c. Fertilize all groundcovers as outlined.
- d. Groundcovers shall be irrigated as outlined.
- e. Groundcovers that are currently being mulched (e.g. lirioppe) shall be mulched as outlined.
- f. Control insects and diseases on groundcovers as outlined.
- g. Weed control for groundcover areas shall be as outlined.
- h. Leaves and debris shall be cleaned from all groundcover beds as needed and as outlined.

#### **4.4 Seasonal Color**

- a. Planting of seasonal color will be changed three times annually. Flower species, plant sizes, planting densities, bed locations, and frequencies of seasonal color change outs will be designed for the entire property and provided to the City at the beginning of each year by the Contractor.
- b. All seasonal color will be protected from the wind during transportation; no flats will be stacked on one another; no plants will be used that have been damaged.

- c. Pests shall be controlled as outlined.
- d. Seasonal color shall be fertilized as outlined.
- e. Seasonal color shall be irrigated as outlined. Newly installed plants shall be hand watered until they are established unless a sprinkler zone is dedicated entirely to the planting bed.
- f. Seasonal color shall be mulched when it is installed and as outlined.
- g. Color beds shall be maintained and changed out as outlined in the tables attached to this document. Any plant loss that exceeds 25% of the total for any bed shall be replaced at the contractor's expense. The City's representative must approve plant material to be used in color beds prior to installation.
- h. Replacement of stolen, vandalized or damaged flowers will be charged to the City after receiving the City's approval.
- i. Weeds shall be controlled in seasonal color beds on a weekly basis.

#### 4.5 Edging and Trimming

- a. All turf perimeters and around walks, curbs, walls, bed edging, tree rings, utility poles and other fixtures (including the perimeter of areas) shall be edged and trimmed at each mowing or at intervals sufficient to maintain a crisp and neat appearance.
- b. Lawn edges shall be of a rigid or flexible blade type that will produce a fine, clean, vertical edge where turf meets walkways, pavements, curbs, parking lots, patios, etc.
- c. Line trimmed areas shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- d. Absolutely do not use line trimmers around the trunks of any young or thin barked trees on the property. These trees should have mulch rings. If mulch rings are not present, turf against the trunk should be trimmed by hand.
- e. Soil aeration of other turf areas is an extra service and is not part of this contract.

#### 4.6 Hardscape

- a. Apply a post-emergent herbicide or hand remove all plant growth from cracks and expansion joints in walks, curbs and paved areas and fence lines as needed. Do not use materials that stain paving. If staining occurs, the contractor is responsible for the cost of repairing back to original form including, if necessary, replacement of damaged area.
- b. Keep all groundcovers from growing behind sign veneers, fencing, structures, electrical fixtures, and other hardscape features.
- c. Keep soil pulled away from concrete footings.
- d. Avoid damage to hardscape items from landscape maintenance equipment.
- e. All areas and trails are to be kept free of weeds and other debris.
- f. The hard surface areas adjacent to landscaped areas shall be swept and cleaned after each operation. Cleanup shall include removal of grass clippings and landscape and other debris from all walks, curbs, signage, patios and paving.

#### 4.8 Parking Lots, Walkways, and Building Grade Beams

- a. All seams in the concrete and impermeable surfaces of these areas shall be kept weed free.
- b. All crushed granite and paver walking trails, paths, patios, parking lots/spaces and outside surrounding areas of adjacent buildings are to be kept weed and litter free.
- c. All trash, plant materials and foreign objects removed daily.

#### 4.9 General Site Clean up

The cost of the following items shall not be a part of this proposal. However, it is the responsibility of the successful submitter to report the following items to the owner.

- a. Any damage caused by vehicular traffic and/or vandalism that has damaged turf, trees, ground cover or color beds. Owner should be notified and pricing provided; these items shall be subject to approval by owner's representative before repairs have begun.

- b. Damage to the irrigation system not resulting from the contractor's negligence will be reported promptly to the City's representative and pricing information provided by the contractor. These repairs are subject to approval by the City's representative.
- c. Fallen limbs and other debris from storm related damage shall be collected and disposed of offsite within twenty-four (24) hours, unless additional time has been approved by the City. The Contractor shall cooperate with other contractors on the site to facilitate storm-related cleanup and disposal.

**City of Bellaire**  
**Parks, Recreation and Facilities Department**  
**Landscape Maintenance Frequency Requirements**

## LANDSCAPE MANAGEMENT PROGRAM

### CITY OF BELLAIRE

Bellaire Blvd. @ Fifth Street Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>			1			1				1			3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>	1				1								2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Bellaire City Hall and Great Lawn Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>			1			1				1			3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1	1		1				4
<b>Tree/shrub fertilization</b>			1		1		1		1				4
<b>Turf Weed Control</b>		1		1					1			1	4
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>			1							1			2
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>											1		1
<b>Mowing/Edging</b>	4	4	4	4	4	4	4	4	4	4	4	4	48
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

Inside Pool Area - Bed Maintenance, Trim Shrubs, Fertilize, Ant Treatment

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Bellaire City Library Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>			1			1				1			3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Bellaire Police Building & Fire Station Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed	All areas are to kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings			1			1				1			3
Irrig Service	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Fertilization				1		1			1				3
Tree/shrub fertilization			1			1							2
Turf Weed Control		1		1									2
Turf Insect/Disease*	Applied to keep turf material free of insects and diseases at all times												
Tree/Shrub I & D	Applied to keep trees and shrubs free of insects and diseases at all times												
Turf Aeration													
Bed Mulch				1						1			2
Winter Rye Grass											1		1
Mowing/Edging	2	2	4	4	4	4	4	4	4	3	2	2	39
Litter Removal													355
Fire Ants				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Chimney Rock @ Bellaire Blvd.  
Landscape Maintenance  
Calendar Services

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>		1			1						1		3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>													
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>													
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Evergreen Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>											1		1
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

Pool area - Includes small turf area near therapy pool and plantings along perimeter.

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Feld Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed	All areas are to be kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings		1			1						1		3
Irrig Service	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Fertilization				1		1			1				3
Tree/shrub fertilization			1			1							2
Turf Weed Control		1		1									2
Turf Insect/Disease*	Applied to keep turf material free of insects and diseases at all times												
Tree/Shrub I & D	Applied to keep trees and shrubs free of insects and diseases at all times												
Turf Aeration													
Bed Mulch				1						1			2
Winter Rye Grass													
Mowing/Edging	2	2	4	4	4	4	4	4	4	3	2	2	39
Litter Removal													355
Fire Ants				1						1			2

Does not include ballfield.

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Bellaire - 610 to RR Tracks  
1st to 610

Bissonnet to Fifth

### Landscape Maintenance Calendar Services

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>		1			1						1		3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

5200 Bellaire Blvd. Southside - Sherman Williams ROW

Bissonnet Islands

5200-5300 Bellaire Blvd. Northside - Broiler Burger to Firestone

Landscape Maintenance

Underpass - Bissonnet, Evergreen

Calendar of Services

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>													
<b>Turf Fertilization</b>													
<b>Tree/shrub fertilization</b>													
<b>Turf Weed Control</b>		1		1					1		1		4
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Lafayette Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>			1			1					1		3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1	1		1				4
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1								1	3
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>			1							1			2
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>											1		1
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

Turf aeration on soccer field only.

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Newcastle at Glenmont Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>													
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>													
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Mulberry Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>													
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

Does not include ballfield.

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Paseo Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>		1			1					1			3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Russ Pitman Park/Nature Discovery Center Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed	All areas are to kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings													
Irrig Service	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Fertilization													
Tree/shrub fertilization													
Turf Weed Control													
Turf Insect/Disease*													
Tree/Shrub I & D													
Turf Aeration													
Bed Mulch													
Winter Rye Grass													
Mowing/Edging	1	1			1	2	2	2	1	1	1	1	13
Litter Removal													355
Fire Ants													

1. Notify Parks Superintendent prior to mowing.
2. Spring mowing will vary according to wildflowers.
3. Weed eat @ park benches, picnic tables and trash cans only.

## LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

South Rice Ave Medians Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>		1			1						1		3
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>													
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

South Rice at Mimosa/Maple Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>													
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>													
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>													
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Vic Driscoll Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>													
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>													
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Joe Gaither Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed	All areas are to kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings													
Irrig Service													
Turf Fertilization				1		1			1				3
Tree/shrub fertilization			1			1							2
Turf Weed Control		1		1									2
Turf Insect/Disease*	Applied to keep turf material free of insects and diseases at all times												
Tree/Shrub I & D	Applied to keep trees and shrubs free of insects and diseases at all times												
Turf Aeration													
Bed Mulch													
Winter Rye Grass													
Mowing/Edging	2	2	4	4	4	4	4	4	4	3	2	2	39
Litter Removal													355
Fire Ants				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Loftin Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>													
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1		1		1		1				4
<b>Turf Weed Control</b>		1		1					1		1		4
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>													
<b>Winter Rye Grass</b>											1		1
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

## LANDSCAPE MANAGEMENT PROGRAM

### CITY OF BELLAIRE

Holly Street Esplanade and Trail Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1		1		1		1				4
<b>Turf Weed Control</b>		1		1					1		1		4
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>				1						1			2
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

Bed mulch in planting areas only.

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

<p>Locust Park Landscape Maintenance Calendar Services</p>													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>Bed Maint. &amp; Weed</b>	All areas are to kept free of weeds and neatly cultivated at all times												
<b>Trim Shrubs</b>	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
<b>Color Plantings</b>													
<b>Irrig Service</b>													
<b>Turf Fertilization</b>				1		1			1				3
<b>Tree/shrub fertilization</b>			1			1							2
<b>Turf Weed Control</b>		1		1									2
<b>Turf Insect/Disease*</b>	Applied to keep turf material free of insects and diseases at all times												
<b>Tree/Shrub I &amp; D</b>	Applied to keep trees and shrubs free of insects and diseases at all times												
<b>Turf Aeration</b>													
<b>Bed Mulch</b>													
<b>Winter Rye Grass</b>													
<b>Mowing/Edging</b>	2	2	4	4	4	4	4	4	4	3	2	2	39
<b>Litter Removal</b>													355
<b>Fire Ants</b>				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Ware Family Park Landscape Maintenance Calendar Services													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed	All areas are to kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings													
Irrig Service													
Turf Fertilization				1		1			1				3
Tree/shrub fertilization													
Turf Weed Control		1		1					1		1		4
Turf Insect/Disease*	Applied to keep turf material free of insects and diseases at all times												
Tree/Shrub I & D	Applied to keep trees and shrubs free of insects and diseases at all times												
Turf Aeration													
Bed Mulch													
Winter Rye Grass													
Mowing/Edging	2	2	4	4	4	4	4	4	4	3	2	2	39
Litter Removal													355
Fire Ants				1						1			2

# LANDSCAPE MANAGEMENT PROGRAM

## CITY OF BELLAIRE

Irrigation Landscape Maintenance Calendar Services													
	JA	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maint. & Weed													
Trim Shrubs													
Irrigate Trees, shrubs, and			10	10	15	20	20	15	10	10	10		120
Color Plantings													
Irrig Service													
Turf Fertilization													
Tree/shrub fertilization													
Turf Weed Control													
Turf Insect/Disease*													
Tree/Shrub I & D													
Turf Aeration													
Bed Mulch													
Winter Rye Grass													
Mowing/Edging													

Attachment: Landscape Maintenance Specification CSP Posted 092017 (2347 : Landscape Maintenance

**COMPETITIVE SEALED PROPOSAL  
Landscape Maintenance Services Specifications  
Vendor Submitted Document**

**THE FOLLOWING PAGES MUST BE SUBMITTED TO BE CONSIDERED FOR  
REVIEW AND EVALUATION (pages 50-56)**

**NOTE:** The remainder of this document must be included in your submittal otherwise submittals will be considered incomplete and not considered for services. Submittals are due no later than 10:00 a.m., October 6, 2017. Late submittals will not be accepted.

**COMPANY NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
**CITY, STATE, ZIP CODE** \_\_\_\_\_  
**NAME OF PERSON PREPARING SUBMITTAL** \_\_\_\_\_  
**TITLE** \_\_\_\_\_  
**CONTACT PERSON** \_\_\_\_\_  
**TITLE** \_\_\_\_\_  
**TELEPHONE** \_\_\_\_\_  
**EMAIL** \_\_\_\_\_  
**WEBSITE** \_\_\_\_\_  
**DATE** \_\_\_\_\_

**PURCHASE PERIOD:** The effective dates of implementation for this proposal shall commence on the day identified when successful vendor is awarded the agreement and expire September 30, 2018; renewals will extend from October 1 – September 30 of each year. The City of Bellaire retains the option to extend to the vendor awarded this proposal, an extension at the end of the above purchasing period, for the purpose of providing Landscape Maintenance Services as specified in this proposal, upon agreement with vendor and the City of Bellaire, said optional extension and renewal of contract up to four additional years, one year at a time subject to price increases, service satisfaction and mutual agreement between the City and the successful vendor.

If you have any questions regarding specifications, please contact Buster Adams at [badams@bellairetx.gov](mailto:badams@bellairetx.gov) and include “Landscape Maintenance Services” in the subject heading of the e-mail. Please allow 1 business day for a response before following up and all responses will be made in full within three business days.

**Proposals must include proof of workmen’s compensation and liability insurance or submittal will be considered incomplete and not considered for evaluation.**

The selected submitter shall require their insurance company to mail proof (fax copies will not be accepted) of their Workmen’s Compensation Insurance and Liability Insurance to the City of Bellaire, 7008 S. Rice Ave., Bellaire, TX 77401 Attention: Buster Adams.

Attachment: Landscape Maintenance Specification CSP Posted 092017 (2347 : Landscape Maintenance Contract)

**QUALITY OF WORK AND TERMINATION OF CONTRACT**

When necessary, the City will provide notice of deficiency in writing to the Contractor prior to performing any and all services. **The Contractor shall have one (1) business day to correct the deficiencies and eight (8) hours to respond to complaints and respond to emergencies.** The City shall deduct a reasonable cost for any and all deficiencies from the first day forward and any additional cost incurred by the City due to breach in performance by contractor.

The City reserves the right to terminate service if the service being provided does not meet specifications. Notice of termination will be sent in writing via certified mail and email.

**The City of Bellaire may terminate this contract at any time for any reason by giving the successful vendor 30-days written notice via certified mail and email.**

I understand and shall comply:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The successful vendor may terminate this contract at any time for any reason by giving the City of Bellaire 60-days written notice via certified mail and email.**

I understand and shall comply with all rules, regulations and specifications identified in this document:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**I understand and agree to comply with the specifications of this document and all other requirements as outlined.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**General Information:**

The purpose of receiving Competitive Sealed Proposals is to ensure that the City of Bellaire receives the best value of landscape services. The Landscape and Maintenance Services rating system has been divided into three sections each with a separate value that together will total a maximum of 100 possible points to be achieved. Section 1 is worth a maximum of 60 points while Section 2 is worth a maximum of 25 points, and finally references will be worth a maximum of 15 points. The City of Bellaire's designated representatives will determine the points awarded. Section 1 of the proposal, must show costs associated with each service and include a total price for both services. Proposals should be all-inclusive of all the services specified. Any changes or recommendations should be noted under the comment section. The effective date of implementation of this proposal is estimated to commence on December 1, 2017 and end September 30, 2018, with optional four (4) annual renewals one year at a time. Renewal of annual agreement must be agreed upon by both parties in writing and the City of Bellaire must issue a Purchase Order before renewal is authorized.

**Section 1: COST OF SERVICE (60 points)**

Monthly cost of service \$ \_\_\_\_\_

Total annual cost of services \$ \_\_\_\_\_  
For full year of service (12 months)

Maximum % increase pre-year \_\_\_\_\_%

**Section 2: QUALIFICATIONS AND EXPERIENCE (25 points)**

**NOTE:** Please feel free to use additional paper if necessary to answer question below but the question must appear before your answer. Submittal must include (pages 50-56) along with supplemental pages.

- Please identify the amount of notification time your company would require to provide all services identified in the specifications.
- When a problem on the property is brought to your attention, what is the expected time frame to have that problem corrected?
- What is the experience of the site/field supervisor and how long has he/she been with your company?

- If the site/field supervisor leaves the company will he/she be replaced by an individual with the same level of experience and what are the minimum job requirements for this position?
- Does your company have a formal safety training program? If yes, provide copies of safety training program with submittal.
- What sets your company apart from other landscaping companies?
- How many licensed chemical applicators do you have on staff? How many chemical technicians do you have on staff? Please include proof of certification/licenses.

- Do you have a certified horticulturist on staff? Please include proof.
- Do you have a certified arborist on staff? Please include proof.
- Can the vendor meet the required insurance requirements and provide proof of insurance? Yes or No
- Will a web page be available for the City to review and track services? Yes or No
- Does your company have other similar high visible public parks? Submitter must provide: name of property owner, contact information (phone and e-mail address), address where park is located, acreage of land.
- Additional comments: Submitters may also provide additional information or packets of information but the submittal form must be attached as a cover sheet to any additional information provided **(pages 50-56)**.

**Section 3: REFERENCES (15 points)****References:**

Three (3) references must be included with the submittal. City of Bellaire reserves the right to contact the references provided. The City of Bellaire will visit sites provided within the Houston/Galveston Area and assessment of these visits will be used as part of the scoring process. References provided outside the Houston/Galveston area will not be visited but will also be considered during the scoring process. It is highly recommended that you only provide references with in the Houston/Galveston Area.

**Reference 1:**

Name of Company \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Company \_\_\_\_\_

Property Address where service is provided \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

Services provided \_\_\_\_\_

**Reference 2:**

Name of Company \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Company \_\_\_\_\_

Property Address where service is provided \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

Services provided \_\_\_\_\_

Reference 3:

Name of Company \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address of Company \_\_\_\_\_

Property Address where service is provided \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

How long has your company provided service? \_\_\_\_\_

Services provided \_\_\_\_\_

The submitting company agrees to fully comply in strict accordance with the invitation, specifications and federal, state and local laws and ordinances. The submitter has read, understands and agrees to all information within the City of Bellaire Landscape and Maintenance Services packet. The submitting company agrees to comply with the specifications as outlined. The submitter further acknowledge that they are responsible for ensuring that anyone employed by them to work at a City of Bellaire facility will be made aware of the aforementioned.

\_\_\_\_\_  
Print name\_\_\_\_\_  
Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Date

PLEASE ENSURE **PAGES 50-56** ARE INCLUDED IN SUBMITTAL PACKET IN ORDER FOR YOUR SUBMITTAL TO BE REVIEWED AND CONSIDERED, ADDITIONAL INFORMATION RELATED TO YOUR SUBMITTAL IS ACCEPTABLE.

**NOTE: SUBMITTALS ARE DUE NO LATER THAN 10:00 A.M., October 6, 2017. LATE SUBMITTALS WILL NOT BE ACCEPTED.**

**STANDARD FORM OF AGREEMENT**

**STATE OF TEXAS**           §  
    §  
**COUNTY OF HARRIS**       §

This **AGREEMENT** is made and entered into this, the 6th day of November, 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 **HOU-SCAPE, Inc.** hereinafter called "**HOU-SCAPE**".

**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** is committed to ensuring that City Parks and grounds are maintained at a high standard as demonstrated 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, HOU-SCAPE** hereby agrees with the **CITY** to commence and complete the project described as follows:

Landscape Maintenance Services, to include, but not limited to turf maintenance, tree and plant care, irrigation, trash removal, chemical application, disease control, and general site clean-up within City Parks, all as more specifically identified in the **SPECIFICATIONS** within the Landscape Maintenance Service Specifications Competitive Sealed Proposal packet, attached hereto and made a part hereof as Exhibit "A".

and all in accordance with the conditions and costs stated in said **SPECIFICATIONS**, which with **HOU-SCAPE'S** submittal are made a part hereof and collectively evidence and constitute the entire **AGREEMENT**.

The **CITY** agrees to pay **HOU-SCAPE** for services received, upon receipt of a proper invoice prepared by **HOU-SCAPE** 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**, an amount not to exceed \$13,189.33 per month. This Agreement shall expire September 30, 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 4%, and upon mutual agreement between the **CITY** and **HOU-SCAPE**.

**IN WITNESS WHEREOF**, the Mayor of the **CITY**, as attested to by the City Clerk of the **CITY**, hereunto, has 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:**

**HOU-SCAPE, INC.**

\_\_\_\_\_  
Paula Hill, President  
Hou-Scape, Inc.



**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 HOU-SCAPE, INC. AND THE CITY OF BELLAIRE, TEXAS, FOR LANDSCAPE MAINTENANCE SERVICES FOR CERTAIN CITY PARKS, MEDIANS AND RIGHTS OF WAY WITHIN THE CITY OF BELLAIRE, TX**

**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 Hou-Scape, Inc., and the City of Bellaire, Texas, in a form as attached hereto and marked "Exhibit A," for landscape maintenance services for certain city parks, medians and rights of way within the City of Bellaire, Texas.

**PASSED and APPROVED** this 6<sup>th</sup> day of November, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney



August 03, 2017

CITY OF BELLAIRE  
dbailey@bellairetx.gov  
mleech@bellairetx.gov

**Re: Current Contract Extension**

This document serves as our agreement to extend the current existing contract for staffing services an additional ninety (90) days.

Sincerely,

*Darrel O Brown*

Darrel O. Brown  
Executive Vice President and  
Chief Financial Officer

Attachment: CONTRACT EXTENSION\_COB\_2017 (2337 : Award Contract Labor Bid)



**ORDINANCE NO. 17-\_\_\_\_**

**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 TO, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A STANDARD FORM OF AGREEMENT WITH MAGNUM STAFFING SERVICES INC., FOR TEMPORARY LABOR SERVICES, PURSUANT TO BID NO. 17-010, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR A ONE-YEAR PERIOD COMMENCING NOVEMBER 6, 2017, AND ENDING NOVEMBER 5, 2018.**

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

That the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest to, respectively, for and on behalf of the City of Bellaire, Texas, a Contract and Agreement with Magnum Staffing Services in a form as attached hereto and marked Exhibit "A," for the provision for Temporary Labor services in an amount not to exceed \$100,000.00 for a one-year period commencing on November 6, 2017, and ending on November 5, 2018.

**PASSED and APPROVED** this 6<sup>th</sup> day of November, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

Attachment: Temp labor ordinance 10-17 (2337 : Award Contract Labor Bid)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: Temp labor ordinance 10-17 (2337 : Award Contract Labor Bid)

**STANDARD FORM OF AGREEMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HARRIS     §**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 Magnum Staffing Services INC., a [corporation, limited liability corporation, partnership, sole proprietorship, etc.] duly [incorporated, existing, etc.] in the County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter referred to as "**CONTRACTOR.**"

**WITNESSETH:**

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

[Description of Project]

All work of every kind or nature necessary to complete said project [or provide said services], under the terms as stated in the **CONTRACTOR'S PROPOSAL** in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL**

attached hereto and marked "Attachment A" all of which are made a part hereof, collectively evidence and constitute the entire **Contract**.

---

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **Contract** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **Contract** and to make payment on account thereof as provided therein.

The undersigned person executing this **Contract** and all other documents executed simultaneously herewith, does certify and attest that he or she is executing the same in his or her capacity as herein stated as an officer of said [corporation, limited liability corporation, partnership, sole proprietorship, etc.].

**IN WITNESS WHEREOF**, the Mayor of the **CITY OF BELLAIRE, TEXAS**, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, 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. \_\_\_\_\_, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**.

**CITY OF BELLAIRE, TEXAS**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk  
City of Bellaire, Texas

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan P. Petrov, City Attorney  
City of Bellaire, Texas

\_\_\_\_\_  
Date

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

**NAME OF CONTRACTOR**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ORDINANCE NO. 17-\_\_\_\_\_**

**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, AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TEXAS BBG CONSULTING, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR SERVICES NECESSARY FOR THE ENFORCEMENT OF THE CITY'S BUILDING CODES TO INCLUDE CONSTRUCTION PLAN REVIEW AND THE PROVISION OF ONSITE INSPECTION SERVICES.**

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

1. The Mayor and the City Clerk of the City of Bellaire, Texas, are hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, an Agreement for Professional Services with Texas BBG Consulting, Inc., in a form as attached hereto and marked Exhibit "A," for services necessary for the enforcement of the City's Building Codes to include construction plan review and onsite provision of inspection services.

**PASSED, APPROVED and ADOPTED** this, the 6th day of November, 2017.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: Ordinance-BBG-2017 (2350 : Consideration-BBG Consulting Contract Agreement)

EXHIBIT "A"

Agreement for Professional Services

Attachment: Ordinance-BBG-2017 (2350 : Consideration-BBG Consulting Contract Agreement)

## AGREEMENT FOR PROFESSIONAL SERVICES

**STATE OF TEXAS**

**HARRIS COUNTY**

**THIS AGREEMENT**, entered into and executed by and between the **City of Bellaire**, a body corporate and politic under the laws of the State of Texas, hereinafter called “**City**”, and

**BBG Consulting, Inc..**

Kevin Taylor, President

1515 Pastureview Dr

Pearland TX 77581

P: 972-746-6671 F: 760-955-1975

ktaylor@BBGcode.com

Hereinafter called “**Consultant**”.

WHEREAS, the **City** desires to contract with the **Consultant** for professional Inspection and services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

### SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain inspection services as defined in “Exhibit A” attached hereto and made a part hereof, hereinafter sometimes called “Scope of Work”, and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. “Exhibit “B” describing pricing is also included and sets forth the specific fees applicable to the scope of work.

Attachment: City of Bellaire amended contract 6-15-17 (10.4.17) (2350 : Consideration-BBG Consulting Contract Agreement)

## SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in “Exhibit A” attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

## SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **October 1, 2017** through **September 30, 2018** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

## SECTION IV COMPLIANCE AND STANDARDS

**Consultant** agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant's** performance. **Consultant** agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by **Consultant** pursuant to this Agreement, and **Consultant** shall and does hereby agree to indemnify and hold harmless the **City**, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of **Consultant**, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

## SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the “total basic fee”. Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

## SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant** to the **City**. The approval or payment of any such invoice shall not be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice or of the receipt of or acceptance by the **City** of the work covered by such invoice.

## SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Building Official, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

**BBG Consulting, Inc..**  
ATTN: Kevin Taylor  
1515 Pastureview  
Pearland, TX 77581  
ktaylor@BBGcode.com

## SECTION VIII SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** 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 **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

## SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

## SECTION X MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

## SECTION XI AUTHORITY OF CITY MANAGER

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the Building Official of the **City of Bellaire**. The Building Official (or designated authority) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the Building Official in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the Building official to alter, vary or amend this Agreement.

## SECTION XII MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Attorney Fees and Costs. The prevailing party in any dispute or legal proceedings enforcing this Agreement shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing party.
8. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Fort Bend County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Fort Bend County, Texas.
9. Insurance. Consultant agrees to name the **City of Bellaire** and its interests as a certificate holder on consultant's insurance policy per attached document.
10. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City**.

This document and included instrument is the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Bellaire** has lawfully caused these presents to be executed by the Building Official of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

DONE at City of Bellaire, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Building Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

**CONSULTANT**

\_\_\_\_\_  
President, BBG Consulting, Inc.

\_\_\_\_\_  
Date

## Exhibit “A”

### A. Scope of Services

Inspection and plan review of commercial and residential construction to verify compliance with the **City of Bellaire** locally adopted codes and amendments and the: 2012 versions of the International Residential Code, International Building Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, 20015 International Energy Conservation Code and the 2011 Edition of the National Electrical Code (or later versions as adopted by the **City of Bellaire**), as published by the National Fire Protection Association.

### B. Consultant’s Responsibilities

1. Inspectors performing under this Agreement will hold a “Combination Inspector” certification from the International Code Council.
2. Inspections and Plan Review telephoned or transmitted to **Consultant** from **City** before 8:00 am will be performed the same business day. excluding holidays of New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day in which case the inspection will be performed the next business day after the holiday.
3. **BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as an inspector employed by the City.
4. All inspectors performing under this Agreement will hold certifications as required by state law.

### C. Inspections and Plan Review

The **City** shall provide **Consultant** with a list of Inspections and Plan Review required to be completed. **Consultant’s** designated inspector shall make a diligent effort to complete every inspection assigned to him/her each day.

Re-Inspections and Plan Review – The procedures for requesting and performing them will be the same as regular Inspections and Plan Review.

Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.

#### **D. Building Code Interpretation**

The **City** from time to time may request building code interpretation or explanation from the **Consultant** based on their expertise in this field. The final interpretive authority rests with the **City**.

# Amendment I

## Fee Details

### Plan Review and Inspections:

- A. BBG will provide unlimited inspections annually and up to 120 plan reviews per year for residential or commercial plans with a valuation of \$1,000,000.00 or less for an annual fee of \$108,000.00 to be billed in monthly installments of \$9000.00. Should the city request plan review services for projects valued in excess of \$1,000,000.00 the fee as detailed in Table 2 shall be applicable. BBG will provide The City with monthly updates providing the total number of inspections and plan reviews performed within Bellaire's fiscal year.

**Table 1. Annual fee for services**

Annual Rate of 108,000.00 (\$9000.00/month)	
Service	Totals
Inspection	unlimited
Plan review <sup>1</sup>	120/year (10 per month)

1. Commercial projects with a valuation of less than 1,000,000.00. No restriction on residential projects.

**Table 2. Plan review services**

Plan review	
Permit type	Fee <sup>1</sup>
Residential	15% of permit fee <sup>2</sup>
Commercial up to \$1,000,000.00	15% of permit fee <sup>2</sup>
Commercial \$1,000,001.00 and more	15% permit fee <sup>2,3</sup>

1. Fees for tenant finish out and shell buildings will be 85% of the above fees.
2. Price includes up to 1 Resubmittal additional resubmittals will be charged a fee of \$100.00
3. Fees in excess of \$9,000.00 are subject to negotiation based upon the complexity of the work to be performed.

### Service Details

- A. **Inspections.** Inspections shall be performed within 24hrs of notification by The City. All reasonable effort shall be made by BBG to perform inspections when, at the request of The City, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The City. BBG will provide next day inspection services for all inspection request received before 6 pm. BBG will provide inspection services for all projects on a stop basis (multiple inspections performed at one stop).

*Consistent Quality*

*Reduced Cost*



*Better Service*

BBG CONSULTING, INC.

**B. Plan Review.** Plans shall be picked up by BBG within 48 hours from the time of notification from The City, BBG shall return the plans to The City with typed comments within seven business from the original date of notification.

**C. Jobsite Maintenance.** BBG will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPP and sanitation requirements as detailed in the City of Bellaire Code of ordinances. Notices will be posted by BBG on site for the contractors and pictures and detailed comments will be sent to the Building Official.

Sincerely,

Kevin Taylor CBO, MCP  
President  
BBG Consulting, Inc.  
ktaylor@bbgcode.com  
972-746-6671

*Consistent Quality*

*Reduced Cost*



*Better Service*

BBG CONSULTING, INC.



### ORDINANCE NO. 17-065

**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 "APPLICATION FOR PAYMENT NO. 8 - FINAL" WITH MAIN LANE INDUSTRIES, LTD., IN THE AMOUNT OF \$334,931.98 TO A CONTRACT FOR THE FY 2016 STREET AND SIDEWALK PAVEMENT MANAGEMENT PROJECT AND AUTHORIZING THE CITY TO MAKE THE FINAL PAYMENT AND RELEASE OF RETAINAGE TO MAIN LANE INDUSTRIES, LTD., ON SAID PROJECT IN THE AMOUNT OF \$334,931.98.**

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

**Section 1.** The Mayor is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment No. 8 – Final" with Main Lane Industries, Ltd., in the amount of \$334,931.98 to a contract for the FY 2016 Street and Sidewalk Pavement Management Project and authorizing the City to make the final payment and release of retainage to Main Lane Industries, Ltd., on said project in the amount of \$334,931.98.

**Section 2.** Upon execution of said "Application for Payment No. 8 – Final," the total amount paid to Main Lane Industries, Ltd., will equal \$1,356,100.54.

**PASSED and APPROVED** this 6th day of November, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: Draft Ordinance - 2016 PMP Closeout (2325 : FY 2016 Pavement Management Program Release of Retainage and Final Close Out)



**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 "APPLICATION FOR PAYMENT NO 9-FINAL" WITH AAA ASPHALT PAVING, INC., IN THE AMOUNT OF \$115,363.07 TO A CONTRACT FOR THE FY 2015 STREET & SIDEWALK PAVEMENT MANAGEMENT PROJECT AND AUTHORIZING THE CITY TO MAKE THE FINAL PAYMENT TO AAA ASPHALT PAVING, INC., ON SAID PROJECT IN THE AMOUNT OF \$115,363.07.**

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

**Section 1.** The Mayor is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment No 9-FINAL" with AAA Asphalt Paving, Inc., in the amount of \$115,363.07 to a contract for the FY 2015 Street & Sidewalk Pavement Management Project and authorizing the City to make the final payment to AAA Asphalt Paving, Inc., on said project in the amount of \$115,363.07.

**Section 2.** Upon execution of said "Application for Payment – Final (No. 6)," the total amount paid to AAA Asphalt Paving, Inc., will equal \$1,138,894.35

PASSED and APPROVED this 6<sup>th</sup> day of November, 2017.

(SEAL)

ATTEST:

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

SIGNED:

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Ord. No. 17-\_\_\_\_\_

Page 2 of 1

Attachment: FY 2015 PMP Ordinance\_Closeout (2324 : FY 2015 Pavement Management Program Release of Retainage and Final Close Out)



# City of Bellaire

## Department of Public Works

### MEMORANDUM

TO: Terrence Beaman, Chief Financial Officer

FROM: Michael Leech, Director of Public Works

CC: Paul Hofmann, City Manager  
James Andrews, PE, City Engineer

DATE: October 11, 2017

SUBJECT: Emergency Sanitary Sewer Line Replacement at 6800 block of Mapleridge at Bellaire Blvd

#### INTRODUCTION

The 6800 block of Mapleridge at Bellaire Blvd was approved in the Bonds for Better Bellaire 2016 Program in the Group A Phase I Water and Wastewater project as the highest priority sanitary sewer line replacement. The City Engineer identified over 40% of utility lines between 40 and 70 years old in a previous assessment of infrastructure city-wide. This existing line is an 8-inch ductile iron sanitary line and within the age identified in the assessment.

#### CURRENT SITUATION:

The Group A Phase I project is currently in design, around 60% complete, with an estimated construction timeframe for this winter. During design, the sanitary line collapsed this summer. This rate of deterioration was much faster than planned. Staff has been monitoring the sanitary sewer line and placed it on a pumping schedule to maintain service to the surrounding businesses. A recent assessment has accelerated this sanitary sewer line to an emergency situation due to several sections of the pipe as bottomless. With a bottomless pipe, this increases the chances of sanitary sewer overflow into the businesses the line is servicing because it cannot adequately flow to the sanitary sewer main. At this point, pumping this line is no longer the best temporary option due to sanitation concerns.

#### PROPOSED ACTION:

Public Works requests approval for the removal and replacement of the existing 8-inch ductile iron sanitary sewer line with an 8-inch PVC line and new sanitary sewer service lines as an emergency replacement, rather than waiting until next year to replace this line in the scheduled bond program.

The City Engineer's Staff sent the documentation prepared for the Group A Phase I Water and Wastewater project to six construction firms with a deadline for bid proposals of Friday, October 13, 2017. Work will be scheduled after signatures are received.



# City of Bellaire

## Department of Public Works

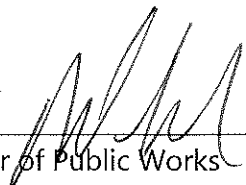
### MEMORANDUM

---

FUNDING:

The estimated cost for repair is less than \$200,000 and should be funded from the appropriated Water and Wastewater Improvements Program bond account code for this project.

Sincerely,

  
\_\_\_\_\_  
Director of Public Works

Attachment: \_Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)



October 13, 2017

Mr. Michael Leech  
 Director of Public Works  
 City of Bellaire  
 7008 S. Rice Ave.  
 Bellaire, Texas 77401

Re: **Emergency Repair – Sanitary Sewer Gravity Line**  
 City of Bellaire  
 ARKK Job No. 17-001

Dear Mr. Leech:

On October 13, 2017, ARKK received five quotes were received for the above referenced project. This project involved the removal and replacement of 265-linear feet of 6-inch ductile iron pipe w/8-inch PVC sanitary sewer line and the removal and replacement of 178 square yards of concrete.

The quotes received for the total project are as follows:

1. Bid Tabulation Sheet – five (5) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. A copy of the bid tabulation.
2. The bids for the total project are as follows:

Bidder	Base Bid
RJM Utility Construction, LLC	\$67,404.00
T Construction, LLC	\$69,365.00
Lopez Utilities Contractor, LLC	\$73,705.00
Main Lane Industries, Ltd.	\$94,500.00
Reytec Construction	\$189,951.00

We recommend that the City of Bellaire move forward with RJM Utility Construction, LLC. for a total amount of **\$67,404.00**. This price includes a \$5,000.00 miscellaneous bid item to be used in the event we encounter unknown service lines which would require additional repairs.

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Bobby Vasek

Cc: James Andrews, P.E. – City Engineer  
Cristin Emshoff – City of Bellaire

City of Bellaire  
Emergency Sanitary Sewer Repair

				RJM Utility Construction LLC		T Construction, LLC		Lopez Utilities Contractor, LLC		Main Lane Industries, Ltd.		Reytec Construction	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BID ITEMS													
1	Remove Existing 6-inch Sanitary Sewer, all types, all depth, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 153.00	\$ 41,310.00	\$ 116.00	\$ 31,320.00	\$ 85.00	\$ 22,950.00	\$ 220.00	\$ 59,400.00	\$ 305.00	\$ 82,350.00
2	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA	10	\$ 600.00	\$ 6,000.00	\$ 580.00	\$ 5,800.00	\$ 875.00	\$ 8,750.00	\$ 700.00	\$ 7,000.00	\$ 3,445.00	\$ 34,450.00
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	LF	20	\$ 43.00	\$ 860.00	\$ 29.00	\$ 580.00	\$ 25.00	\$ 500.00	\$ 10.00	\$ 200.00	\$ 169.00	\$ 3,380.00
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of:	EA	1	\$ 3,590.00	\$ 3,590.00	\$ 3,700.00	\$ 3,700.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 8,710.00	\$ 8,710.00
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	VF	10	\$ 95.00	\$ 950.00	\$ 90.00	\$ 900.00	\$ 120.00	\$ 1,200.00	\$ 200.00	\$ 2,000.00	\$ 358.00	\$ 3,580.00
6	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	LF	270	\$ 3.00	\$ 810.00	\$ 1.00	\$ 270.00	\$ 3.00	\$ 810.00	\$ 10.00	\$ 2,700.00	\$ 26.00	\$ 7,020.00
7	Replace manhole ring and cover to grade, complete in place the sum of:	EA	1	\$ 464.00	\$ 464.00	\$ 665.00	\$ 665.00	\$ 675.00	\$ 675.00	\$ 500.00	\$ 500.00	\$ 2,145.00	\$ 2,145.00
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 30.00	\$ 5,400.00	\$ 105.00	\$ 18,900.00	\$ 140.00	\$ 25,200.00	\$ 60.00	\$ 10,800.00	\$ 221.00	\$ 39,780.00
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 11.00	\$ 2,200.00	\$ 5.00	\$ 1,000.00	\$ 9.00	\$ 1,800.00	\$ 5.00	\$ 1,000.00	\$ 13.00	\$ 2,600.00
10	Core Drill Existing Sanitary Manhole for 8-inch connection, complete in place, the sum of	EA	1	\$ 690.00	\$ 690.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00
11	Inlet Protection Barrier, Complete in Place, the Sum of:	E.A.	2	\$ 65.00	\$ 130.00	\$ 165.00	\$ 330.00	\$ 60.00	\$ 120.00	\$ 200.00	\$ 400.00	\$ 143.00	\$ 286.00
12	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL AMOUNT BID :					\$67,404.00		\$69,365.00		\$73,705.00		\$94,500.00		\$189,951.00

Attachment: \_Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800

**RJ&M Utility Construction, LLC**

1342 Hitchin Lane \* Channelview, Texas 77530 \* Cell 281-818-9635 \* Off. (281)864-5018 \* Fax (281)864-5626

October 11, 2017

Mr. Bobby Vasek  
Arkk Engineering  
7322 Southwest Fwy, Suite 1040  
Houston, TX 77074

**RE:** City of Bellaire- Emergency Sanitary Sewer Repair Project

Mr. Vasek,

Thank you for considering RJ&M Utility Construction for your Emergency Sanitary Sewer Repair Project, located within the City of Bellaire city limits. Attached you'll find our unit prices per the description line items you have provided. We have visited the site and have become familiar with it. We are confident that we can perform the work and complete it in a timely and safe manner.

If you have any questions or comments, please feel to contact me at your earliest convenience.

Sincerely,

Jose Rangel|Owner|Estimator  
RJ&M Utility Construction, LLC  
Email: [jrangel@rjandmconstruction.com](mailto:jrangel@rjandmconstruction.com)  
Web Site: [www.rjandmconstruction.com](http://www.rjandmconstruction.com)

Attachment: \_Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)



1342 Hitchin Lane  
Channelview, TX. 77530  
PH: (281)864-5018  
FAX: (281)864-5626

City of Bellaire  
**Emergency Sanitary Sewer Repair**

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BID ITEMS</b>					
1	Remove Existing 6-inch Sanitary Sewer, all types, all depth, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 153.00	\$ 41,310.00
2	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA	10	\$ 600.00	\$ 6,000.00
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	LF	20	\$ 43.00	\$ 860.00
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of:	EA	1	\$ 3,590.00	\$ 3,590.00
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	VF	10	\$ 95.00	\$ 950.00
6	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	LF	270	\$ 3.00	\$ 810.00
7	Replace manhole ring and cover to grade, complete in place the sum of:	EA	1	\$ 464.00	\$ 464.00
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 30.00	\$ 5,400.00
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 11.00	\$ 2,200.00
10	Core Drill Existing Sanitary Manhole for 8-inch connection, complete in place, the sum of	EA	1	\$ 690.00	\$ 690.00
11	Inlet Protection Barrier, Complete in Place, the Sum of:	E.A.	2	\$ 65.00	\$ 130.00
12	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00

TOTAL AMOUNT BID :

\$ 67,404.00

Attachment: \_ Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)

City of Bellaire  
Emergency Sanitary Sewer Repair

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BID ITEMS</b>					
1	Remove Existing 6-inch Sanitary Sewer, all types, all depth, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 116. <sup>00</sup>	\$ 31,320. <sup>00</sup>
2	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA	10	\$ 580. <sup>00</sup>	\$ 5,800. <sup>00</sup>
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	LF	20	\$ 29. <sup>00</sup>	\$ 580. <sup>00</sup>
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of:	EA	1	\$ 3,700. <sup>00</sup>	\$ 3,700. <sup>00</sup>
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	VF	10	\$ 90. <sup>00</sup>	\$ 900. <sup>00</sup>
6	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	LF	270	\$ 1.00	\$ 270. <sup>00</sup>
7	Replace manhole ring and cover to grade, complete in place the sum of:	EA	1	\$ 445. <sup>00</sup>	\$ 445. <sup>00</sup>
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 105. <sup>00</sup>	\$ 18,900. <sup>00</sup>
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 5. <sup>00</sup>	\$ 1,000. <sup>00</sup>
10	Core Drill Existing Sanitary Manhole for 8-inch connection, complete in place, the sum of	EA	1	\$ 900. <sup>00</sup>	\$ 900. <sup>00</sup>
11	Inlet Protection Barrier, Complete in Place, the Sum of:	E.A.	2	\$ 165. <sup>00</sup>	\$ 330. <sup>00</sup>
12	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00

TOTAL AMOUNT BID :

69,365.<sup>00</sup>

ARKK Job No. 17-001j

Bid Proposal

Attachment: \_ Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)

Lopez Utilities Contractor, LLC  
Po Box 87787  
S. Houston Texas 77287  
281-808-3360 Fax 713-946-0107

Quote To: ARKK Enginers, LLC  
7322 Southwest Fwy. Suite 1040  
Houston, TX 77074  
Office: (713) 400-2755

G.1.b.6.a

REF: Emergency Sanitary Sewer Repair City of Bellaire

Attn: Bobby Vasick

Reference: City of Bellaire

Quote Date 10/13/2017

We are pleased to quote on the above referenced project as follows:

Revised Quote Date

Emergency Sanitary Sewer Repair

Quote Total

\$73,705.00

Item No.	Description of Item	Unit	Est. Quan	Unit Prices	Total Amount
1	Remove existing 6-inch sanitary sewer, all types, all depths, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 85.00	\$ 22,950.00
2	4" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of	EA	10	\$ 875.00	\$ 8,750.00
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of	LF	20	\$ 25.00	\$ 500.00
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of	EA	1	\$ 5,200.00	\$ 5,200.00
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of	VF	10	\$ 120.00	\$ 1,200.00
6	Trench safety sstem, incl. installation, operation & removal, all typesof soil, all depths, complete in place	LF	270	\$ 3.00	\$ 810.00
7	Replace manhole ring and cover to grade, complete in place the sum of	EA	1	\$ 675.00	\$ 675.00
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercu, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 140.00	\$ 25,200.00
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 9.00	\$ 1,800.00
10	Core drill existing sanitary manhole for 8-inch connection, complete in place the sum of	EA	1	\$ 1,500.00	\$ 1,500.00
11	Inlet Protection Barrier, Complete in place, the sum of	EA	2	\$ 60.00	\$ 120.00
12	Miscellaneous allowance as approved by the city, complete in place the sum of	LS	1	\$ 5,000.00	\$ 5,000.00
Total					\$ 73,705.00

Other Notes

1	
2	
3	
4	

We are pleased to quote on the above referenced Items, If quote is satisfactory please sing and fax back to 713 946-0107  
If You have any questions please call me Thanks.

Ricardo M. Lopez

Lopez Utilities Contractor LLC

Mobile: 281-808-3360

Accepted by

Date

Signed

MAIN LANE INDUSTRIES LTD

14115 LUTHE RD #100

HOUSTON, TX 77039

10.13.17 G.1.b.6.a

City of Bellaire  
Emergency Sanitary Sewer Repair

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BID ITEMS</b>					
1	Remove Existing 6-inch Sanitary Sewer, all types, all depth, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 220 <sup>00</sup>	\$ 59,400 <sup>00</sup>
2	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA	10	\$ 700 <sup>00</sup>	\$ 7,000 <sup>00</sup>
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	LF	20	\$ 10 <sup>00</sup>	\$ 200 <sup>00</sup>
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of:	EA	1	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	VF	10	\$ 200 <sup>00</sup>	\$ 2,000 <sup>00</sup>
6	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	LF	270	\$ 10 <sup>00</sup>	\$ 2,700 <sup>00</sup>
7	Replace manhole ring and cover to grade, complete in place the sum of:	EA	1	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 60 <sup>00</sup>	\$ 10,800 <sup>00</sup>
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 5 <sup>00</sup>	\$ 1,000 <sup>00</sup>
10	Core Drill Existing Sanitary Manhole for 8-inch connection, complete in place, the sum of	EA	1	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
11	Inlet Protection Barrier, Complete in Place, the Sum of:	E.A.	2	\$ 200 <sup>00</sup>	\$ 400 <sup>00</sup>
12	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00

TOTAL AMOUNT BID :

94,500<sup>00</sup>

MAIN LANE INDUSTRIES LTD



ANTHONY COLOMBO

PRESIDENT

Attachment: \_Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)

City of Bellaire  
Emergency Sanitary Sewer Repair

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BID ITEMS</b>					
1	Remove Existing 6-inch Sanitary Sewer, all types, all depth, and replace with 8-inch SDR 26 Green, Complete in Place	LF	270	\$ 305	\$ 82,350
2	4"/6" service reconnections (by excavation), all depths, includes 8' of service line and cleanout at property line, complete in place the sum of:	EA	10	\$ 3445	\$ 34,450
3	Additional length of service line beyond the 8' of service line, all depths, complete in place the sum of:	LF	20	\$ 167	\$ 3,380
4	Install 4' diameter precast sanitary sewer manhole, up to 8' deep, complete in place the sum of:	EA	1	\$ 8710	\$ 8,710
5	Manhole wall liner, 1-inch cementitious, complete in place the sum of:	VF	10	\$ 358	\$ 3,580
6	Trench safety system, incl. installation, operation & removal, all types of soil, all depths, complete in place the sum of:	LF	270	\$ 24	\$ 7,020
7	Replace manhole ring and cover to grade, complete in place the sum of:	EA	1	\$ 2145	\$ 2,145
8	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	SY	180	\$ 221	\$ 39,780
9	Replace concrete curb, including reinforcement, complete in place, the sum of	LF	200	\$ 13	\$ 2,600
10	Core Drill Existing Sanitary Manhole for 8-inch connection, complete in place, the sum of	EA	1	\$ 650	\$ 650
11	Inlet Protection Barrier, Complete in Place, the Sum of:	E.A.	2	\$ 143	\$ 286
12	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00

TOTAL AMOUNT BID :

189,951<sup>00</sup>

REYTEC CONSTRUCTION

Attachment: \_ Signed Emergency Purchase W Backup (2382 : Ratify Emergency Purchase at the 6800 block of Mapleridge at Bellaire Blvd)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
 10/16/2017

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER <b>ASSOCIATES BENEFITS AGENCY</b> PO Box 580449 Houston, TX 77258	CONTACT NAME: PHONE (A/C No, Ext): <b>(281) 333-1954</b> FAX (A/C No): <b>(281) 333-1924</b> E-MAIL: <b>bunting@wt.net</b> ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: <b>EVANSTON INSURANCE CO.</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>TEXAS MUTUAL INSURANCE CO</b></td> <td><b>22945</b></td> </tr> <tr> <td>INSURER C: <b>C/O ASSOCIATE PERSONNEL MGT.</b></td> <td></td> </tr> <tr> <td>INSURER D: <b>SUB-CONTRACTOR</b></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: <b>EVANSTON INSURANCE CO.</b>		INSURER B: <b>TEXAS MUTUAL INSURANCE CO</b>	<b>22945</b>	INSURER C: <b>C/O ASSOCIATE PERSONNEL MGT.</b>		INSURER D: <b>SUB-CONTRACTOR</b>		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: <b>EVANSTON INSURANCE CO.</b>															
INSURER B: <b>TEXAS MUTUAL INSURANCE CO</b>	<b>22945</b>														
INSURER C: <b>C/O ASSOCIATE PERSONNEL MGT.</b>															
INSURER D: <b>SUB-CONTRACTOR</b>															
INSURER E:															
INSURER F:															
INSURED <b>RJ&amp;M UTILITY CONSTRUCTION, LLC</b> <b>1342 HITCHIN LANE</b> <b>CHANNELVIEW, TEXAS 77530</b> <b>281 818-9635</b> <b>832 776-8358</b>															

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>3AA135364</b>	<b>5/22/17</b>	<b>5/22/18</b>	EACH OCCURRENCE \$ <b>1,000,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ <b>5,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
	OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>	
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COM/PROP AGG \$ <b>2,000,000</b>	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$							
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>TSF0001326829</b>	<b>6/21/17</b>	<b>6/21/18</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NJ)	Y/N <b>N</b>	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>	
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FAX: 713 662-8212

LOCATION: 5410 BELLAIRE BLVD.

**SANITARY SEWER REPLACEMENT**

**CITY OF BELLAIRE ADDED AS AN ADDITIONAL INSURED ON GENERAL LIABILITY POLICY.**

<b>CERTIFICATE HOLDER</b> <b>CITY OF BELLAIRE</b> <b>7008 SOUTH RICE,</b> <b>BELLAIRE, TEXAS 77401</b>	<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. AUTHORIZED REPRESENTATIVE 
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## RESOLUTION NO. 17-\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF MICHAEL SULLIVAN TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT.**

**WHEREAS**, the Chief Appraiser of the Harris County Appraisal District has delivered to the Mayor of the City of Bellaire, Texas, the names of those persons duly nominated as candidates to serve on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

**WHEREAS**, the City of Bellaire, Texas, deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position;

**NOW, THEREFORE,**

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

**Section 1.** That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

**Section 2.** That the City of Bellaire, Texas, does hereby cast its vote for **Mike Sullivan** to fill the position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in the appraisal district.

**Section 3.** That the Mayor be, and he is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this

resolution to the Chief Appraiser of the Harris County Appraisal District no later than December 15, 2017.

**PASSED** and **APPROVED** this 6th day of November, 2017.

(SEAL)

**ATTEST:**

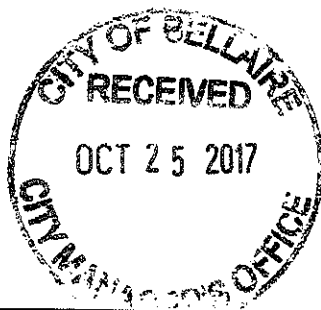
\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney



**Harris County Appraisal District**  
Interoffice Memorandum

**OFFICE OF THE CHIEF APPRAISER**

**TO:** Presiding Officers of Taxing Units  
Served by the Harris County Appraisal District

**FROM:** Roland Altinger, Chief Appraiser

**SUBJECT:** Election of Board of Directors of the  
Harris County Appraisal District

**DATE:** October 18, 2017

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation & reclamation districts closed October 15, 2017. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Pete Pape was the only person nominated for the board position representing school districts other than Houston ISD and the junior college districts.

Mike Sullivan and Ed Heathcott are nominees for the board position representing cities other than the City of Houston. However, Mr. Heathcott has respectfully declined his nomination. (See attached letter).

Glenn Peters and Michael Keck are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the

Presiding Officers of Taxing Units  
October 18, 2017  
Page 2

junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. Friday, December 15, 2017.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted.

Prior to December 20, 2017, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2017, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

#### Attachments

c: HCAD Board Members  
Tax Assessors  
Attorneys

*(For Use by Cities Other Than the City of Houston)*

CERTIFICATION OF BALLOT  
FOR BOARD OF DIRECTORS  
HARRIS COUNTY APPRAISAL DISTRICT

I, \_\_\_\_\_, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, the City Council of the City of \_\_\_\_\_ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Ed Heathcott            ☐ (nomination declined)

Mike Sullivan        ☐

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Attachment: Memorandum in re Election of Board of Directors of the HCAD (2363 : Casting Ballot for Election of Person to HCAD Board of

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF \_\_\_\_\_  
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON  
TO THE BOARD OF DIRECTORS OF THE  
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of \_\_\_\_\_ does hereby cast its vote for \_\_\_\_\_, to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than December 15, 2017.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Ed Heathcott, Chairman  
HCAD Board of Directors

October 18, 2017

Harris County Appraisal District  
13013 Northwest Fwy  
Houston, TX 77040

Attn: Mr. Roland Altinger,  
Chief Appraiser

Roland,

It has been my privilege and honor to serve on the HCAD Board of Directors for the past ten years.

I will not be seeking re-election to this position. Please accept this as my formal notification I will no longer serve in this capacity as of the end of 2017.

I understand my name must appear on the ballot as it has been officially submitted but I will decline any votes I may receive.

I wish continued success to the HCAD organization as they work to serve Harris County.

Sincerely,



Ed Heathcott

## RESOLUTION

By the

Bellaire Historical Society

### Amended and Restated Bylaws of the Bellaire Historical Society

#### Article II - Purposes

The Board of Directors of the Bellaire Historical Society was organized in 1974 for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, to promote the common good and general welfare of the people of Bellaire, Texas. Among other things the Society strives to educate, preserve, maintain, restore and display historically significant landmarks, natural areas, documents, artifacts and records pertaining to the Bellaire community. Such purposes will be carried out for the general benefit of the public as a whole and not for the special benefit of any individual private entity or group. The Society will not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501©(3) of the Internal Revenue Code and its Regulations as then in effect.

NOW THEREFORE, the Board of Directors hereby authorizes for display in the new Bellaire City Hall and Civic Center the donation of nine historical items, as described in the attached Exhibit A, to the City of Bellaire Mayor and Council in order to promote the history of Bellaire to its citizens, visitors and employees.

Respectfully submitted October, 2017:

#### Board of Directors, 2017-2018

R. W. McKinney, II

Barbara Donovan

Gail Reaben

Patsy Teas

Daphne Scarbrough

William R. Voss

Lynn McBee

Mary Alford Cohrs, ex officio

Louella Stellar

Douglas Christians, ex officio

Patrick Durio, Agent, ex officio

Andrew Friedberg, ex officio



### RESOLUTION NO. 17-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ACCEPTING A DONATION FROM THE BELLAIRE HISTORICAL SOCIETY, OF NINE (9) HISTORICAL ITEMS FOR INCLUSION IN THE NEW CITY HALL AND CIVIC CENTER IN ORDER TO PROMOTE THE HISTORY OF BELLAIRE TO ITS CITIZENS, VISITORS AND EMPLOYEES.**

**WHEREAS,** The Bellaire Historical Society is providing a donation of nine (9) historical items for inclusion in the new City Hall and Civic Center buildings; and;

**WHEREAS,** the Bellaire Historical Society in the month of October 2017 voted to display in the new Bellaire City Hall and Civic Center the donation of nine (9) historical items to the City of Bellaire in order to promote the history of Bellaire to its citizens, visitors and employees; **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 from the Bellaire Historical Society of nine (9) historical items for inclusion in the new city hall and civic center in order to promote the history of Bellaire to its citizens, visitors and employees.

**2. THAT** the City Council of the City of Bellaire, Texas, hereby expresses its gratitude of the City and its citizens to the Board of Directors of the Bellaire Historical Society.

**PASSED, APPROVED, and ADOPTED** this 6th day of November  
2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: City of Bellaire Art Donation Resolution (2360 : Bellaire Historical Society donation of historical items)

(Items 1-2 are from the Louise Ware Collection of Bellaire Historical Society items.)

1. An architectural rendering (14"x22") by Ferrell, Sundin & Partners of the original Bellaire Station Streetcar Pavilion (facing South Rice at Bellaire Blvd.) that was created in preparation of the rebuilding of the Pavilion. Over a number of years funds were collected and a new building was constructed, only to be condemned for structural deficiencies determined by the City of Bellaire in 2008, when it was again demolished. Early original poster (18"x22.5") of *"Bellaire Lots for Sale – Westmoreland Farms"* by Condit & Henderson, realtors of the Westmoreland Farms and Bellaire in 1908. (This was also from the Louise Ware Collection of Bellaire Historical Society items.)
2. Poster (18"x22.5") – *Bellaire Lots for Sale – Westmoreland Farms* 1909 (?), Condit & Henderson, Realtors.

(Items 3-9 are from the *Bellaire Beacon* newspaper or the *Village News/Southwest News*, from the Lynn McBee Collection and donated to the Bellaire Historical Society.)

3. A large (27"x18") Cartoon – *"Tug of War over Recall"*, cover from *Bellaire Beacon* newspaper (3/22/1978)
4. 11"x14" Cartoon – *"Bellaire City Council–Feast or Famine-Zoning"* (4/13/1977).
5. 11"x14" Cartoon – *"Bellaire City Council-Recalled/Replaced Members"* (5/4/1977).
6. 11"x14" Cartoon – *"Comprehensive Plan"* (2/15/1978).
7. 11"x14" Cartoon – *"City Council Installation"* (4/28/1978).
8. 5"x 7" Cartoon – *"City Council – Tug-o-Principles – Comprehensive Plan"* City Council  
-  
*Village News/Southwest News* (4/14/1997).
9. 17"x17" Carved wooden logo – *"BCAC"* (Bellaire Civic Action Club) – 1977-1984, City-wide membership led Bellaire City Council Recall and reported on subsequent civic and legislative activities via newsletter; created by Max McRae, resident of Bellaire and Houston Fire Fighter (donated by Pauline McRae).

Note: See also the explanatory documents separately provided to City Council:

- 4"x5.5" Brochure, *"Consider These Facts Concerning Westmoreland Farms, Bellaire"*, 1911, *Bellaire Centennial 2008*.
- *"Summary of Bellaire Recall"* (by Lynn McBee, August 1, 1977, the *"Bellaire Mother Goose"* (by Martha Nagle, BCAC, 1977), and the article, *"A Cautionary Tale"* by Melanie Knight, printed in *The Bellaire Magazine*, August 1984.

(Items 1-2 are from the Louise Ware Collection of Bellaire Historical Society items.)

10. An architectural rendering (14"x22") by Ferrell, Sundin & Partners of the original Bellaire Station Streetcar Pavilion (facing South Rice at Bellaire Blvd.) that was created in preparation of the rebuilding of the Pavilion. Over a number of years funds were collected and a new building was constructed, only to be condemned for structural deficiencies determined by the City of Bellaire in 2008, when it was again demolished. Early original poster (18"x22.5") of "*Bellaire Lots for Sale – Westmoreland Farms*" by Condit & Henderson, realtors of the Westmoreland Farms and Bellaire in 1908. (This was also from the Louise Ware Collection of Bellaire Historical Society items.)
11. Poster (18"x22.5") – *Bellaire Lots for Sale – Westmoreland Farms* )1909 (?), Condit & Henderson, Realtors.

(Items 3-9 are from the *Bellaire Beacon* newspaper or the *Village News/Southwest News*, from the Lynn McBee Collection and donated to the Bellaire Historical Society.

12. A large (27"x18") Cartoon – "*Tug of War over Recall*", cover from *Bellaire Beacon* newspaper (3/22/1978)
13. 11"x14" Cartoon – "*Bellaire City Council–Feast or Famine-Zoning*" (4/13/1977).
14. 11"x14" Cartoon – "*Bellaire City Council-Recalled/Replaced Members*" (5/4/1977).
15. 11"x14" Cartoon – "*Comprehensive Plan*" (2/15/1978).
16. 11"x14" Cartoon – "*City Council Installation*" (4/28/1978).
17. 5"x 7" Cartoon - "*City Council – "Tug-o-Principles – Comprehensive Plan"* City Council - *Village News/Southwest News* (4/14/1997).
18. 17"x17" Carved wooden logo – "*BCAC*" (Bellaire Civic Action Club) – 1977-1984, City-wide membership led Bellaire City Council Recall and reported on subsequent civic and legislative activities via newsletter; created by Max McRae, resident of Bellaire and Houston Fire Fighter (donated by Pauline McRae).

Note: See also the explanatory documents separately provided to City Council:

- 4"x5.5" Brochure, "*Consider These Facts Concerning Westmoreland Farms, Bellaire*", 1911, *Bellaire Centennial 2008*.
- "*Summary of Bellaire Recall*" (by Lynn McBee, August 1, 1977, the "*Bellaire Mother Goose*" (by Martha Nagle, BCAC, 1977), and the article, "*A Cautionary Tale*" by Melanie Knight, printed in *The Bellaire Magazine*, August 1984.



The Honorable Andrew S. Friedberg, Mayor of Bellaire  
And Members of the Bellaire City Council  
City of Bellaire  
7008 S. Rice Avenue  
Bellaire, Texas 77401

Re: Service above Self Pavilion

Dear Mayor Friedberg and Members of the City Council,

It is my pleasure to present this check for \$7,500.00 to the City of Bellaire on behalf of the Bellaire Southwest Houston Rotary Club. These funds are for the conceptual design, cost calculations and other developmental expenses as may be appropriate for the placement and display of a piece of steel from the September 11, 2001 World Trade Center attack in the Service Above Self location that is being proposed as part of the new city center development.

We envision this project as a commemoration to all those who came forward that day and put service to others above themselves. Service above self is the primary mission of Rotary and we see this project as a perfect extension of that mission.

This project is a testimony to the spirit of the American people's ability to rise above adversity and we believe it will serve to educate future generations on the value of service in promoting world peace and unity.

If you have any questions feel free to contact me at 713-927-7574 or Rotary Director at Large, Byron Holloway at 713-826-5900.

Yours in Rotary,

Brent Borgstedte, President  
Bellaire SW Houston Rotary

Attachment: Rotary Donation Letter (2390 : Consideration and Possible action on Donation from SW Rotary)



Attachment: Picture of donated steel (2390 : Consideration and Possible action on Donation from SW Rotary)



### RESOLUTION NO. 17-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ACCEPTING A DONATION FROM THE BELLAIRE SOUTHWEST HOUSTON ROTARY CLUB, OF \$7,500.00 TO BE UTILIZED BY THE CITY OF BELLAIRE FOR PRELIMINARY DESIGN SERVICES.**

**WHEREAS,** The Bellaire Southwest Houston Rotary Club, is providing a donation of \$7,500.00 to be utilized by the City of Bellaire for preliminary design services relating to a piece of World Trade Center steel that will be used as a memoriam of the extraordinary service rendered to our community each day by our public safety employees and in honor of the Rubenstein Family, who arranged for the acquisition and transportation of the section of steel; and

**WHEREAS,** the preliminary design services will further the effort to render the piece of steel as a stark, emotional symbol of that horrible day more than a decade and a half ago and instill in onlookers a renewed respect for the priceless service given every day by our public safety employees; **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 \$7,500.00 from the Bellaire Southwest Houston Rotary Club.
- 2. THAT** the City Council of the City of Bellaire, Texas, hereby expresses its gratitude of the City and its citizens to the Bellaire Southwest Houston Rotary Club.

**PASSED, APPROVED, and ADOPTED** this 6th day of November  
2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: November 6 Rotary Donation Resolution (2390 : Consideration and Possible action on Donation from SW Rotary)

## ORDINANCE NO. 17 -

AN ORDINANCE OF THE CITY COUNCIL 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 *APPLICATION FOR GROUP COVERAGE* (STOP LOSS AGREEMENT, ADMINSTRATIVE SERVICES AGREEMENT), IN FORMS AS ATTACHED HERETO AND MARKED EXHIBIT "A," AND EXHIBIT "B", RESPECTIVELY, AS WELL AS ANY RELATED DOCUMENTATION WITH CIGNA, FOR THE PURPOSE OF PROVIDING EMPLOYEE GROUP MEDICAL INSURANCE FOR A PERIOD OF ONE (1) YEAR COMMENCING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, WITH AN OPTION TO RENEW SAID INSURANCE COVERAGE FOR ADDITIONAL ONE (1) YEAR PERIODS OF TIME UPON MUTUAL CONSENT OF THE CITY OF BELLAIRE, TEXAS, AND CIGNA.

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 *Application for Group Coverage* (Stop Loss Agreement, Administrative Services Agreement), in forms as attached hereto and marked Exhibit "A," and Exhibit "B", respectively, as well as any related documentation with CIGNA, for the purpose of providing employee group medical insurance for a period of one (1) year commencing January 1, 2018, and ending December 31, 2018, with an option to renew said insurance coverage for additional one (1) year periods of time upon mutual consent of the City of Bellaire, Texas, and Cigna.

**PASSED** and **APPROVED** this, 6<sup>th</sup> day of November, 2017.

---

Andrew S. Friedberg, Mayor  
City of Bellaire, Texas

ATTEST:

---

Tracy L. Dutton, TRMC  
City Clerk  
City of Bellaire, Texas

APPROVED AS TO FORM:

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Alan P. Petrov, City Attorney  
City of Bellaire, Texas

Attachment: Cigna Authorization Ordinance 10.17 (2392 : Ordinance to Authorize Approval of Cigna Agreement)

# Exhibit "A"

G.2.b.1.b



## Cigna HealthCare

### Financial Proposal

for

## City of Bellaire

7008 S Rice Ave  
Bellaire, TX 77401  
SIC Code: 9111

Total Eligible Employees:	235	Participating Subscribers:	161
Employer Contributions - Employee:	0%	Employer Contributions - Dependent:	0%
Waiting Period:	FOMF 30		
Eligibility Definition:	Active Employees working 30 hrs		

**Effective Date: January 01, 2018**

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

**Date: October 16, 2017**

Attachment: Exhibit A - Cigna - Level Funded Admin Services & Stop Loss Proposal (2392 : Ordinance to Authorize Approval of Cigna

Cigna Healthcare Financial Exhibit for:

**City of Bellaire**

Effective Date: January 01, 2018



Level Funded \$40K ISL RR Alt 1

**Schedule of Monthly Rates and Factors**

<b>Product:</b>	Open Access Plus	<b>Rates Based Upon</b>			Eligible	Actual
<b>Medical Choice:</b>	OAP Plan	Employee			100	14
<b>Plan Name:</b>	OAP Plan-Alt 1	Emp + Spouse			18	3
		Emp + Child(ren)			26	5
		Emp + Family			17	6
		Total			161	28
		Individual	Aggregate	Insurance &	Claims	
	Admin. Fee	Stop Loss	Stop Loss	Admin. Costs	Funding	Total Costs
Employee	\$39.22	\$175.87	\$23.93	\$239.02	\$423.93	\$662.95
Emp + Spouse	\$82.38	\$369.32	\$50.26	\$501.96	\$890.24	\$1,392.20
Emp + Child(ren)	\$74.53	\$334.16	\$45.47	\$454.16	\$805.46	\$1,259.62
Emp + Family	\$117.68	\$527.61	\$71.80	\$717.09	\$1,271.78	\$1,988.87

<b>Product:</b>	HSA Open Access Plus	<b>Rates Based Upon</b>		Eligible	Actual		
<b>Medical Choice:</b>	HSA Plan W/_Banking	Employee		100	78		
<b>Plan Name:</b>	HSA Plan W/_Banking-Alt 1	Emp + Spouse		18	13		
		Emp + Child(ren)		26	20		
		Emp + Family		17	11		
		Total		161	122		
		Admin. Fee	Individual Stop Loss	Aggregate Stop Loss	Insurance & Admin. Costs	Claims Funding	Total Costs
Employee		\$42.10	\$198.91	\$19.83	\$260.84	\$351.30	\$612.14
Emp + Spouse		\$88.43	\$417.71	\$41.65	\$547.79	\$737.72	\$1,285.51
Emp + Child(ren)		\$80.00	\$377.93	\$37.68	\$495.61	\$667.46	\$1,163.07
Emp + Family		\$126.31	\$596.72	\$59.50	\$782.53	\$1,053.89	\$1,836.42

<b>Product:</b>	HSA Open Access Plus	<b>Rates Based Upon</b>		Eligible	Actual	
<b>Medical Choice:</b>	HSA Plan W/O_Banking	Employee		100	8	
<b>Plan Name:</b>	HSA Plan W/O_Banking-Alt 1	Emp + Spouse		18	2	
		Emp + Child(ren)		26	1	
		Emp + Family		17	0	
		Total		161	11	
		Individual	Aggregate	Insurance &	Claims	
	Admin. Fee	Stop Loss	Stop Loss	Admin. Costs	Funding	Total Costs
Employee	\$39.59	\$198.91	\$19.83	\$258.33	\$351.30	\$609.63
Emp + Spouse	\$83.15	\$417.71	\$41.65	\$542.51	\$737.72	\$1,280.23
Emp + Child(ren)	\$75.23	\$377.93	\$37.68	\$490.84	\$667.46	\$1,158.30
Emp + Family	\$118.79	\$596.72	\$59.50	\$775.01	\$1,053.89	\$1,828.90

Individual Stop Loss Limit (Medical & Rx):	\$40,000
Corridor Factor (Total):	110%
Level Funding Arrangement:	1/2 retained by Cigna HealthCare, 1/2 returned to the Employer

Rates are subject to final underwriting terms and conditions.

The above quote does not include the Transitional Reinsurance Assessment required to be paid on behalf of the Plan under section 1341 of the Patient Protection and Affordable Care Act.

Cigna Healthcare Financial Exhibit for:

**City of Bellaire**

Effective Date: January 01, 2018



Level Funded \$40K ISL RR Alt 1

**Expense Summary**

Monthly Rates		Enrollment	Insurance & Admin. Costs	Claims Funding	Total Costs
Open Access Plus OAP Plan	Employee	14	\$239.02	\$423.93	\$662.95
	Emp + Spouse	3	\$501.96	\$890.24	\$1,392.20
	Emp + Child(ren)	5	\$454.16	\$805.46	\$1,259.62
	Emp + Family	6	\$717.09	\$1,271.78	\$1,988.87
HSA Open Access Plus HSA Plan W/_Banking	Employee	78	\$260.84	\$351.30	\$612.14
	Emp + Spouse	13	\$547.79	\$737.72	\$1,285.51
	Emp + Child(ren)	20	\$495.61	\$667.46	\$1,163.07
	Emp + Family	11	\$782.53	\$1,053.89	\$1,836.42
HSA Open Access Plus HSA Plan W/O _Banking	Employee	8	\$258.33	\$351.30	\$609.63
	Emp + Spouse	2	\$542.51	\$737.72	\$1,280.23
	Emp + Child(ren)	1	\$490.84	\$667.46	\$1,158.30
	Emp + Family	0	\$775.01	\$1,053.89	\$1,828.90
Monthly Cost Total Medical			\$61,054.82	\$87,150.77	\$148,205.59

Cost Summary Medical			
Total Costs (12 Months)	\$732,657.84	\$1,045,809.24	\$1,778,467.08

The above quote does not include the Transitional Reinsurance Assessment required to be paid on behalf of the Plan under section 1341 of the Patient Protection and Affordable Care Act.



Cigna Healthcare Financial Exhibit for:

**City of Bellaire**

Effective Date: January 01, 2018

**PROPOSAL TERMS AND CONDITIONS for Proposal: Level Funded \$40K ISL RR Alt 1**

**A. General Terms of this Proposal**

Cigna HealthCare is pleased to present this Proposal for an Administrative Services Only group medical, pharmacy and behavioral health benefit plan (the "Plan") sponsored by City of Bellaire. This proposal is valid for 60 days from its original date of release, 10/16/2017. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

**Proposal Caveats**

Cigna HealthCare may revise or withdraw this Proposal if:

- 1 there is a change to the effective date of the quote.
- 2 the policy will not be situated in TX.
- 3 the Plan benefits are different than shown in the RFP or benefit modifications are requested.
- 4 the census or experience provided by Hixsonbotham Insurance Agency Houston is deemed inaccurate.
- 5 Cigna may pay on your behalf any applicable state tax or assessment imposed upon your plan by drawing upon the bank account.
- 6 the group size differs from what was assumed at the time of quote based upon confirmation of employer group status on a State definition of small or large employer group, as applicable.
- 7 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 235
- 8 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
- 9 the final enrollment deviates from the quoted enrollment such that it results in a needed change in rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.
- 10 100% of the medical underwriting forms are not completed as part of the enrollment process when required by Cigna.
- 11 any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
- 12 it is not the exclusive provider of Medical / Pharmacy or like products for all of City of Bellaire's employees in all worksites.
- 13 the employer changes its level of contribution toward the cost of the coverage.
- 14 benefit advisor fees/commissions are requested to be different than \$42.04 PEPM.
- 15 it is requested to provide stop loss coverage different than what is outlined in this proposal.
- 16 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

**B. Scope and Application of this Proposal**

Unless otherwise indicated, this Proposal:

- 1 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
- 2 reflects the claims and administrative savings realized by packaging the following specialty coverage with medical: Pharmacy.
- 3 does not apply to part-time or seasonal employees for any plan.
- 4 does not apply to Medicare eligible retirees for any plan.
- 5 includes the Out-of-Network Savings Program and other Cost Containment programs designed to contain costs with respect to charges for health care services/supplies that are covered by the Plan. For administering these programs, Cigna retains a portion of the savings or recoveries generated.
- 6 includes a maximum reimbursable charge for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR 80th percentile of charges made by providers of such service or supply in the geographic area where the service is received.
- 7 assumes that any insurance policy, certificate/booklet, or summary plan description material will be made available to the policyholder electronically.
- 8 requires you notify us within 30 days if any information set forth in this form changes at any time while coverage is provided to you by Cigna HealthCare.
- 9 does not include administration of "run out" claims incurred prior to the effective date.
- 10 Notwithstanding the foregoing guarantee, Cigna may revise any charges at any time if Cigna is (i) required to pay any tax or assessment, or (ii) incur additional costs in administering the contract as a result of any state or federal law.
- 11 assumes that Cigna is selected as the carrier for both Aggregate and Individual Stop Loss.
- 12 assumes a 12 month Stop Loss policy period.
- 13 includes Rx claims for the Individual Stop Loss (ISL) coverage.
- 14 includes Rx claims for the Aggregate Stop Loss (ASL) coverage.
- 15 reflects that the ISL Maximum mirrors the underlying medical plan maximum.
- 16 assumes 161 covered employees on the Stop Loss quote.
- 17 assumes that the Stop Loss contract covers claims incurred since policy inception and are paid during the current policy year. The paid period will be extended in the year of termination to include the 15 months immediately following.
- 18 assumes Cigna HealthCare's standard Services Agreement will be used and executed before the effective date of Cigna HealthCare providing administrative services.
- 19 assumes that administrative fee (excluding Incentive Programs) will be paid from the Plan Bank Account.
- 20 assumes that Incentive Program debit/gift card rewards will be funded by the client and will be direct billed or withdrawn from the bank account (as applicable).
- 21 includes charges made by third parties for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (e.g., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures and medical oncology) when applicable.
- 22 assumes a deposit equivalent to one month of Insurance and Admin costs is collected at time of sale and applied as a credit to your first bill.
- 23 assumes Cigna HealthCare will set aside a portion of the claims funding collected throughout the year and apply these funds to claims that are paid after the policy has been terminated. Any and all surpluses in claim funding may be forfeited and retained by us as a deferred service fee, including those at the end of the claim run-out period. There will be no additional administration, insurance, or claims charges following the termination date.
- 24 assumes year-end accounting will be completed on an annual basis 90 days following the policy anniversary date. Any applicable refund will appear as a credit to Insurance and Admin costs in subsequent months.
- 25 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
- 26 does not include paying on behalf of the Plan the Comparative Effectiveness Research Fee required under section 4376 of the Internal Revenue Code as added by the Patient Protection and Affordable Care Act. Cigna HealthCare is prohibited from calculating, collecting and paying the fee on behalf of the Plan.
- 27 assumes applicable requirements of the Patient Protection and Affordable Care Act will be implemented on the effective date/renewal date unless you direct otherwise.
- 28 For covered mental health and substance abuse services from participating providers, Cigna HealthCare shall apply discounts available under an agreement with its affiliate, Cigna Behavioral Health, Inc. City of Bellaire shall pay Cigna HealthCare 33% of the savings (billed charges less negotiated rate x .33) which shall be taken from City of Bellaire's bank account when the claim for covered services is paid.
- 29 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.
- 30 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
- 31 the benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
- 32 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.
- 33 The plan presented has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
- 34 assumes that dental/vision benefits will be under a separate ASO agreement and are excepted benefits and not subject to HIPAA and ACA requirements.
- 35 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
- 36 o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:  
The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

## Application For Amended Group Coverage -- Signature Pages:

**NOTE: This document is important. It affects your legal rights and obligations.**

This Application is for employee benefit coverage or administration provided by Cigna Health and Life Insurance Company (CHLIC), or one of its affiliates.

Other Benefits: ☐ None

Benefit	Description
Overall Plan	Convert from Facets Fully Insured Contracts to Facets Level Funded Contracts
Overall Plan	Add MotivateMe to all Plans
HSA with and without Banking	Remove Vendor Negotiations from out of network providers
HSA with and without Banking	Cigna 90 Now
OAP	Remove Vendor Negotiations from out of network providers
OAP	Cigna 90 Now

The Applicant understands that CHLIC will provide amended Booklets, if any, electronically to the Applicant. The Applicant is responsible for distributing booklets (electronically or otherwise) to employees.

## Application For Amended Group Coverage -- Signature Pages:

Please note the terms Stop Loss and Excess Loss may be used interchangeably throughout this document.

**FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

State Law of Alabama requires the following notice:

**FRAUD WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

District of Columbia requires the following notice:

**WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.**

State law of Florida requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

State law of Georgia requires the following notice:

**The self-funded welfare benefit plan of the Plan Sponsor is not regulated nor approved under the insurance laws of Georgia.**

State Law of Kentucky requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

State law of Louisiana requires the following notice:

**FRAUD WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

State law of Maryland requires the following notice:

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

State law of New York requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

State Law of Oklahoma requires the following notice:

**WARNING:** Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer , makes a claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## Application For Amended Group Coverage -- Signature Pages:

State law of Oregon requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may commit a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

Puerto Rico requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. If aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; and if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

State Law of Vermont requires the following notice:

**FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime subject to civil or criminal penalties.

State law of Virginia requires the following notice:

**FRAUD WARNING:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be in violation of state law.

State law of Washington requires the following notice:

**FRAUD WARNING:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

The following notices apply to Stop Loss coverage:

State law of Arkansas requires the following notice:

**NOTICE:** Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and /or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employer/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

State law of Minnesota requires the following notice:

**THE STOP LOSS POLICY IS NOT PROTECTED BY THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE MINNESOTA INSURANCE GUARANTY ASSOCIATION. IN THE CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED. ONLY THE ASSETS OF THIS INSURER WILL BE AVAILABLE TO PAY YOUR CLAIM.**

State law of Mississippi requires the following notice:

**IMPORTANT NOTICE ABOUT THE STOP LOSS POLICY FOR WHICH YOU (APPLICANT) HAVE APPLIED. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.**

1. The policy for which you have applied includes a binding arbitration agreement.
2. The arbitration agreement requires that any dispute related to the policy must be resolved by arbitration and not in a court of law.

## Application For Amended Group Coverage -- Signature Pages:

3. The results of the arbitration are final and binding on you and the insurance company.
4. In an arbitration proceeding, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
5. When you accept the insurance policy, you agree to resolve any dispute related to the policy by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should you need additional information regarding the binding arbitration provision in the policy, you may contact our toll free assistance line at 1-866-244-8081.

### ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT:

By my signature below, I acknowledge that I have read this statement. I understand that I am voluntarily surrendering the Applicant's right to have any dispute between the insurance company and myself resolved in court. This means that I am waiving the Applicant's right to a trial by jury.

The undersigned ("the Applicant") hereby authorizes CHLIC to amend the contracts and policies issued by CHLIC as specified in this Application. Such amendments to the policies, contracts, or booklets are to be effective 12/01/2017. CHLIC agrees to deliver the documents in a timely manner.

It is the Applicants responsibility, upon receipt of the amendment to the contract or policy or the booklet, to promptly review the amendment within a reasonable time, but not to exceed 60 days from the date of the cover letter, containing the amendment, is sent to the Applicant. If the Applicant agrees and accepts the amendment, the Applicant must sign and return the amendments within 60 days from the date of the cover letter. If the Applicant disapproves, the Applicant must contact us within 60 days from the date of the cover letter. If the Applicant fails to communicate with us within the time frame specified above, it will constitute the Applicant's acceptance of the amendment as submitted. In such event, the Applicant's signature given below is also intended hereby as the Applicant's execution of the amendment.

Full Legal Name of the Firm: City of Bellaire

Effective Date: 101/01/18

By (Printed Name): \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Monica Strange**  
Account Executive



2700 Post Oak Blvd., #700  
Houston TX 77056  
Telephone 281-626-5649  
Facsimile 866-530-3585  
Monica.Strange@Cigna.com

October 31, 2017

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

**RE: Final Renewal Rates --**

Dear Plan Administrator,

We are very pleased that City of Bellaire has decided to renew its Medical Insurance Plan with CIGNA Healthcare for another 12 months. The following are the confirmed rates effective January 1, 2018 through December 31, 2018:

	<b>Open Access Plan</b>	<b>HSA OAP w/ Banking</b>	<b>HSA OAP w/o Banking</b>
<b>Maximum Costs</b>			
Employee	\$662.88	\$612.07	\$609.56
Employee + Spouse	\$1,392.06	\$1,285.37	\$1,280.09
Employee + Child(ren)	\$1,259.50	\$1,162.95	\$1,158.18
Employee + Family	\$1,988.67	\$1,836.22	\$1,858.70
<b>Total Fixed</b>			
Employee	\$239.95	\$260.77	\$258.26
Employee + Spouse	\$501.82	\$547.65	\$542.37
Employee + Child(ren)	\$454.04	\$495.49	\$490.72
Employee + Family	\$716.89	\$782.33	\$774.81
<b>Attachment Factor</b>			
Employee	\$423.93	\$351.30	\$351.30
Employee + Spouse	\$890.24	\$737.72	\$737.72
Employee + Child(ren)	\$805.46	\$667.46	\$667.46
Employee + Family	\$1,271.78	\$1,053.89	\$1,053.89
<b>Cigna Dental DHMO Q3-V0</b>			
Employee	\$16.91		
Employee + Spouse	\$32.13		
Employee + Child(ren)	\$33.83		
Employee + Family	\$52.44		
<b>Cigna Advantage Dental Plan</b>			
Employee	\$20.39		
Employee + Spouse	\$42.69		
Employee + Child(ren)	\$44.03		
Employee + Family	\$70.71		

Attachment: Exhibit B - Cigna Final Rates Ltr 2018 (2392 : Ordinance to Authorize Approval of Cigna Agreement)

The above rates reflect the following changes:

- Convert from Facets Fully Insured Contract to Facets Level Funded Contract
- Open Access Plan
  - Add Motivate Me
  - Add Cigna 90 Voluntary
- HSA Open Access Plan with Banking
  - Add Motivate Me
  - Add Cigna 90 Voluntary
  - Change from National Performance Pharmacy to Advantage Med Pharmacy
- HSA Open Access Plan without Banking
  - Add Motivate Me
  - Add Cigna 90 Voluntary
  - Change from National Performance Pharmacy to Advantage Med Pharmacy
- Rate change only to Cigna DHMO Dental Plan Q3-V0
- Rate change only to Cigna Advantage Dental Plan

Please sign here to confirm the above rates and changes.

---

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Monica Strange  
Account Executive  
Cigna Healthcare

cc: Higginbotham Insurance

*Proud National Sponsor of the March of Dimes WalkAmerica®... the Walk that Saves Babies*

“CIGNA” and “CIGNA HealthCare” are registered service marks and refer to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, CIGNA Vision Care, Inc., Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.



**ORDINANCE NO. 17-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT AND AGREEMENT FOR CITY ENGINEER SERVICES WITH ARKK ENGINEERS, LLC (ARKK), IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF PROFESSIONAL CITY ENGINEER SERVICES, IN AN AMOUNT OF \$75,000.00 FOR A ONE-YEAR PERIOD COMMENCING ON NOVEMBER 6, 2017, AND ENDING ON NOVEMBER 5, 2018.**

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

That the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest to, respectively, for and on behalf of the City of Bellaire, Texas, a Contract and Agreement for City Engineer Services with ARKK Engineers, LLC (ARKK), in a form as attached hereto and marked Exhibit "A," for the provision of professional city engineer services in an amount of \$75,000.00 for a one-year period commencing on November 6, 2017, and ending on November 5, 2018.

**PASSED and APPROVED** this 6<sup>th</sup> day of November, 2017.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Andrew S. Friedberg  
Mayor

Attachment: 2018 City Engineer Ordinance (2386 : FY 2017 City Engineer Contract Award)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

Attachment: 2018 City Engineer Ordinance (2386 : FY 2017 City Engineer Contract Award)



September 11, 2017

Mr. Michael Leech  
Director of Public Works  
City of Bellaire  
7008 S. Rice Avenue  
Bellaire, Texas 77401

Re: **Proposal for Professional City Engineer Services FY 2017**  
City of Bellaire, Texas

Dear Mr. Leech:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing City Engineer services to the City of Bellaire (COB). James Andrews P.E. will be the Principal-in-Charge of the engineering services and the Engineer of Record for work under this Agreement. As the City Engineer, Mr. Andrews will provide engineering expertise to the City Council and City Staff regarding City infrastructure. Mr. Andrews and his ARKK staff will assist the City with their goal of ensuring that the public infrastructure and facilities are reviewed, evaluated, and maintained to the highest possible standard for its residents and corporate citizens.

**SCOPE OF SERVICES:**

As City Engineer, Mr. Andrews will provide engineering expertise to City staff and Council to facilitate community outreach, the development of goals and budgets, planning and review of engineering plans, conceptual planning and records management. ARKK Engineers, LLC will also act as the City liaison for the TxDOT I-69/I-610 Interchange Reconstruction Project and the TCEQ groundwater cleanup work associated with the AGCO and Chevron sites. Assisting the City of Bellaire in preparing the Industrial Storm Water Permit for the Wastewater Plant Site is included in these proposed services. The City Engineering services are described in items 1 through 7 below:

**1. TxDOT Reconstruction of I-69/I-610 Interchange Reconstruction**

- Serve as the City of Bellaire liaison to TxDOT during the design and construction of the I-69 (formerly US 59) /I-610 interchange.
- Review plans, specifications, estimates and calculations provided to the City of Bellaire from TxDOT.
- Attend meetings, public presentations and workshops as necessary during the design and construction of the project to assist staff with providing project information to the City Council and the public.

- Provide response to City Council and Citizens technical questions and/or concerns regarding the reconstruction project.

## **2. TCEQ - Anderson, Greenwood & Company (AGCO) Voluntary Cleanup Program No. VCP 845**

- Serve as the City of Bellaire liaison and point of contact to TCEQ during the groundwater cleanup activity associated the AGCO site.
- Collect and provide cursory review of reports and plans prepared by Environmental Consultants associated with the cleanup activity. Detailed review of the environmental studies, if required, will be performed by others.
- Attend meetings, public presentations and workshops as necessary during the cleanup process to assist staff with providing project information to the City Council and the public.

## **3. Goals, Budgeting and Policy Services**

- Serve as the engineering liaison between City departments, council, outside agencies and the public to help coordinate and implement policies, goals and objectives; explain engineering programs, policies and activities to the City during staff meetings and other city meetings when required.
- Attend meetings as requested by the Director of Public Works and City Manager. These meetings may include City Council meetings, City Council workshops, City Staff meetings and public/neighborhood meetings.
- Participate in the development and implementation of goals, objectives, policies and priorities for infrastructure improvements as requested.
- Participate in the development of City short and long range infrastructure plans, policies, guidelines, and procedures during staff meetings and Council meetings when required.
- Participate in the preparation of budgets for infrastructure improvement projects and programs based on Public Works budget parameters.
- Participate in the development of and implementation of policies and ordinances controlling the impact on land use by construction, development, right-of-way, or infrastructure system changes.

## **4. Planning and Review Services**

- Interpret and communicate technical rules, regulations and ordinances as they relate to infrastructure proposed by private developers.
- Review and interpret lot drainage plans and development plans developed by others. This review includes the design plans and subsequent as-built plans if required.

- Oversee and participate in the analysis of possible impacts proposed development and new construction may have on city infrastructure.
- Coordinate technical reviews of proposed land use actions or complex developments which may affect traffic, storm water, water, wastewater and roadway systems, as requested. Identify potential conflicts and help resolve issues.
- Prepare correspondence, reports and presentations to Director of Public Works, Development Services, City Manager and City Council regarding major engineering activities and policy issues, as requested.

## **5. Conceptual Planning Services**

- Participate in the planning, organization, and coordination of capital improvement projects including engineering design for the public infrastructure needs of the City of Bellaire.
- Assist the City in developing infrastructure projects to the conceptual engineering stage with associated estimated total project costs and present to Council for acceptance and approval to begin final design or to negotiate with outside consultant for final design services.
- Participate in the selection of other consulting professional engineers for civil infrastructure projects, as required.
- Review technical reports, plans, calculations, and specifications prepared by others for adherence to City standards and accepted engineering practices.

## **6. Records Management Services**

- Work with the City staff to organize, manage and update City-Engineering related files, standards, and details.

## **7. NPDES Permit renewal application, Industrial Storm Water Permit for the Wastewater Plant Site, and the General Storm Water Permit**

- Prepare updates to the City of Bellaire's Industrial Storm Water Permit for the Wastewater Plant Site.
- Prepare updates to the City of Bellaire's General Storm Water Permit.
- Assist the City in responding to TCEQ and EPA issues regarding water quality.

**FEE BASIS**

The City Engineer services for items 1 – 7 described above are proposed for FY 2018 for a total fee of \$75,000.

ARKK Engineers, LLC will submit monthly invoices with status reports for all engineering work completed to invoice date.

Prior authorization from the City of Bellaire is required if the scope of services will exceed the \$75,000 lump sum identified in this contract. This amount and the additional services must be approved by the City of Bellaire before any invoice can be submitted to the City for payment.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to continue working with the City of Bellaire.

Sincerely,  
ARKK Engineers, LLC



James B Andrews II, P.E.  
City Engineer



**ORDINANCE NO. 17-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A STANDARD FORM OF AGREEMENT WITH MAIN LANE INDUSTRIES., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PERFORMANCE AND PROVISION OF ANY AND ALL SERVICES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FY2017 STREET AND SIDEWALK PAVEMENT MANAGEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$1,264,230.00**

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

**THAT** the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Main Lane Industries, in a form as attached hereto and marked Exhibit "A," for the performance and provision of any and all services, materials, and equipment necessary for the FY2017 Street and Sidewalk Pavement Management Project in an amount not to exceed \$1,264,230.00 (Bid No. 17-011, FY2017 Street and Sidewalk Pavement Management Project).

**PASSED and APPROVED this 6<sup>th</sup> day of November, 2017.**

(SEAL)

**ATTEST:**

\_\_\_\_\_

Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_

Paul A. Hofmann  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

**LETTER OF RECOMMENDATION**  
**for**

**Bid No. 17-011**

**FY 2017 STREET & SIDEWALK PAVEMENT  
MANAGEMENT PROJECT**



**CITY OF BELLAIRE**

**OCTOBER, 2017**

**ARKK JOB NO. 16-031**



City of Bellaire  
FY 2017 Street & Sidewalk Pavement Management Project

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## LETTER OF RECOMMENDATION



October 5, 2017

Mr. Michael Leech  
 Director of Public Works  
 City of Bellaire  
 7008 S. Rice Ave.  
 Bellaire, Texas 77401

Re: **Letter of Recommendation for  
 FY 2017 Street Pavement & Sidewalk Management Project**  
 City of Bellaire  
 ARKK Job No. 16-031

Dear Mr. Leech:

On September 14, 2017, five (5) bids were received for the above referenced project. This project involves the removal and replacement of sections of distressed street and sidewalk pavement, curbs, and gutters. Some streets may require repairs to relatively small areas, others may need a complete mill and overlay or only a portion of the street resurfaced. The sidewalk portion of the project includes repairs to existing sidewalks throughout the city.

The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The City's construction budget for this project is \$1,550,000.00.
2. The bids for the total project are as follows:

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

Bidder	Base Bid
Main Lane Industries	\$1,264,230.00
DG Medina Construction, LLC	\$1,267,976.00
A-1 Construction, LLC	\$1,268,100.00
AAA Asphalt	\$1,278,800.00
GMJ Paving Co., Inc.	\$2,003,635.00

3. Qualifications and References – Main Lane Industries provided a List of Qualifications for this project. The references provided by Main Lane Industries were contacted and information on their performance and capabilities to perform similar work was obtained. The references contacted indicated that Main Lane Industries completed the work in a timely manner and they were satisfied with their work.

Main Lane Industries is has recently completed work on the FY2016 Street Pavement & Sidewalk Maintenance Project for the City and the work was completed in a satisfactory manner.

Main Lane Industries appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Bellaire award the **FY 2017 Street Pavement & Sidewalk Management Project to Main Lane Industries for a total amount of \$1,264,230.00**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



James B. Andrews, P.E.  
City Engineer

BID TABULATION

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER							
				MC2 MAIN LANE		DG MEDINA CONSTRUCTION,LLC		A-1 CONSTRUCTION SEVICES		AAA ASPHALT	
BASE BID ITEMS - PAVING											
1	Miscellaneous Allowance (Fixed Amount of \$100,000.00) for use by City for General Construction Items, as directed by the Engineer, Complete in Place, the Sum of:	L.S.	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
2	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	17,000	\$3.00	\$51,000.00	\$2.55	\$43,350.00	\$2.20	\$37,400.00	\$5.00	\$85,000.00
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	100	\$110.00	\$11,000.00	\$435.00	\$43,500.00	\$100.00	\$10,000.00	\$105.00	\$10,500.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	17,000	\$15.00	\$255,000.00	\$19.70	\$334,900.00	\$12.00	\$204,000.00	\$13.00	\$221,000.00
5	Asphalt base repair, including sawcutting, excavation, placement, and compaction of 8" minimum thickness black base subgrade, complete in place, the sum of:	S.Y.	100	\$120.00	\$12,000.00	\$305.70	\$30,570.00	\$100.00	\$10,000.00	\$125.00	\$12,500.00
6	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	6,000	\$3.00	\$18,000.00	\$4.90	\$29,400.00	\$5.50	\$33,000.00	\$1.50	\$9,000.00
7	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2,800	\$125.00	\$350,000.00	\$99.30	\$278,040.00	\$145.00	\$406,000.00	\$139.00	\$389,200.00
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,800	\$22.00	\$39,600.00	\$15.65	\$28,170.00	\$15.00	\$27,000.00	\$20.00	\$36,000.00
9	Remove and replace existing curb and gutter, all types, monolithically, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,100	\$74.00	\$81,400.00	\$34.00	\$37,400.00	\$55.00	\$60,500.00	\$45.00	\$49,500.00
10	Remove and replace existing concrete driveways for pavement point repair, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	400	\$130.00	\$52,000.00	\$90.75	\$36,300.00	\$110.00	\$44,000.00	\$112.00	\$44,800.00
11	Remove and Replace Existing concrete Inlet Apron, Complete in Place Sum of:	EA.	1	\$5,900.00	\$5,900.00	\$5,700.00	\$5,700.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
12	Adjust Manhole Covers to Grade, Complete in Place, the Sum of:	EA	10	\$400.00	\$4,000.00	\$197.00	\$1,970.00	\$448.00	\$4,480.00	\$350.00	\$3,500.00
13	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100	\$30.00	\$3,000.00	\$141.00	\$14,100.00	\$150.00	\$15,000.00	\$75.00	\$7,500.00
14	4" Yellow thermoplastic pavement striping, complete in place, the sum of	LF	2,050	\$1.00	\$2,050.00	\$0.72	\$1,476.00	\$0.50	\$1,025.00	\$1.00	\$2,050.00
15	4" White thermoplastic pavement striping, complete in place, the sum of	LF	2,100	\$1.00	\$2,100.00	\$0.72	\$1,512.00	\$0.50	\$1,050.00	\$1.00	\$2,100.00
16	12" White thermoplastic pavement striping, complete in place, the sum of	LF	100	\$3.50	\$350.00	\$4.00	\$400.00	\$3.95	\$395.00	\$15.00	\$1,500.00
17	24" White thermoplastic pavement striping, complete in place, the sum of	LF	120	\$6.50	\$780.00	\$8.50	\$1,020.00	\$7.25	\$870.00	\$20.00	\$2,400.00
SUBTOTAL BASE BID PAVING ITEMS:				\$988,180.00		\$987,808.00		\$955,720.00		\$977,550.00	
BASE BID ITEMS - SIDEWALKS											
18	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	2,300	\$17.50	\$40,250.00	\$13.40	\$30,820.00	\$11.00	\$25,300.00	\$15.00	\$34,500.00
19	Proposed concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	12,500	\$12.00	\$150,000.00	\$9.60	\$120,000.00	\$11.00	\$137,500.00	\$8.56	\$107,000.00
20	Remove and replace wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$1,000.00	\$6,000.00	\$970.00	\$5,820.00	\$1,500.00	\$9,000.00	\$2,500.00	\$15,000.00
21	Remove existing meter box in sidewalks alignment and replace with concrete meter box, Complete in Place, the Sum of:	EA	25	\$250.00	\$6,250.00	\$151.00	\$3,775.00	\$200.00	\$5,000.00	\$600.00	\$15,000.00
22	Proposed wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$1,000.00	\$6,000.00	\$942.00	\$5,652.00	\$1,500.00	\$9,000.00	\$2,000.00	\$12,000.00
SUBTOTAL BASE BID SIDEWALKS ITEMS:				\$208,500.00		\$166,067.00		\$185,800.00		\$183,500.00	
SUPPLEMENTAL ITEMS											
23	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	200	\$40.00	\$8,000.00	\$27.70	\$5,540.00	\$150.00	\$30,000.00	\$50.00	\$10,000.00
24	Extra concrete (all classes), complete in place, the sum of	C.Y.	150	\$150.00	\$22,500.00	\$321.00	\$48,150.00	\$245.00	\$36,750.00	\$200.00	\$30,000.00
25	Extra select backfill (Pi between and 20), complete in place, the sum of	C.Y.	100	\$25.00	\$2,500.00	\$176.00	\$17,600.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
26	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	\$25.00	\$5,000.00	\$30.00	\$6,000.00	\$150.00	\$30,000.00	\$25.00	\$5,000.00
27	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	120	\$150.00	\$18,000.00	\$156.80	\$18,816.00	\$146.50	\$17,580.00	\$150.00	\$18,000.00
28	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	100	\$20.00	\$2,000.00	\$141.00	\$14,100.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00
29	Remove & Relocate Signs	EA.	5	\$150.00	\$750.00	\$95.00	\$475.00	\$150.00	\$750.00	\$350.00	\$1,750.00
30	Sanitary sewer service adjustment, complete in place, the sum of	EA.	4	\$650.00	\$2,600.00	\$149.00	\$596.00	\$200.00	\$800.00	\$5,000.00	\$20,000.00
31	Waterline service adjustment, complete in place, the sum of	EA.	8	\$650.00	\$5,200.00	\$253.00	\$2,024.00	\$200.00	\$1,600.00	\$2,500.00	\$20,000.00
32	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20	\$50.00	\$1,000.00	\$40.00	\$800.00	\$55.00	\$1,100.00	\$150.00	\$3,000.00
SUBTOTAL BASE BID SUPPLEMENTAL ITEMS:				\$67,550.00		\$114,101.00		\$126,580.00		\$117,750.00	
TOTAL BASE BID ITEMS:				\$1,264,230.00		\$1,267,976.00		\$1,268,100.00		\$1,278,800.00	
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Vaca Underground Utilities, INC.		GMJ Paving Co., INC.	
BASE BID ITEMS - PAVING							
1	Miscellaneous Allowance (Fixed Amount of \$100,000.00) for use by City for General Construction Items, as directed by the Engineer, Complete in Place, the Sum of:	L.S.	1		\$0.00	\$100,000.00	\$100,000.00
2	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	17,000		\$0.00	\$10.00	\$170,000.00
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	100		\$0.00	\$600.00	\$60,000.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	17,000		\$0.00	\$30.00	\$510,000.00
5	Asphalt base repair, including sawcutting, excavation, placement, and compaction of 8" minimum thickness black base subgrade, complete in place, the sum of:	S.Y.	100		\$0.00	\$455.00	\$45,500.00
6	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	6,000		\$0.00	\$3.00	\$18,000.00
7	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2,800		\$0.00	\$92.00	\$257,600.00
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,800		\$0.00	\$13.00	\$23,400.00
9	Remove and replace existing curb and gutter, all types, monolithically, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,100		\$0.00	\$13.00	\$14,300.00
10	Remove and replace existing concrete driveways for pavement point repair, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	400		\$0.00	\$170.00	\$68,000.00
11	Remove and Replace Existing concrete Inlet Apron, Complete in Place Sum of:	EA.	1		\$0.00	\$6,200.00	\$6,200.00
12	Adjust Manhole Covers to Grade, Complete in Place, the Sum of:	EA	10		\$0.00	\$835.00	\$8,350.00
13	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100		\$0.00	\$620.00	\$62,000.00
14	4" Yellow thermoplastic pavement striping, complete in place, the sum of	LF	2,050		\$0.00	\$3.00	\$6,150.00
15	4" White thermoplastic pavement striping, complete in place, the sum of	LF	2,100		\$0.00	\$3.00	\$6,300.00
16	12" White thermoplastic pavement striping, complete in place, the sum of	LF	100		\$0.00	\$9.00	\$900.00
17	24" White thermoplastic pavement striping, complete in place, the sum of	LF	120		\$0.00	\$15.00	\$1,800.00
SUBTOTAL BASE BID PAVING ITEMS:					\$0.00	\$1,358,500.00	
BASE BID ITEMS - SIDEWALKS							
18	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	2,300		\$0.00	\$22.00	\$50,600.00
19	Proposed concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	12,500		\$0.00	\$22.00	\$275,000.00
20	Remove and replace wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6		\$0.00	\$2,700.00	\$16,200.00
21	Remove existing meter box in sidewalks alignment and replace with concrete meter box, Complete in Place, the Sum of:	EA	25		\$0.00	\$1,035.00	\$25,875.00
22	Proposed wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6		\$0.00	\$2,700.00	\$16,200.00
SUBTOTAL BASE BID SIDEWALKS ITEMS:					\$0.00	\$383,875.00	
SUPPLEMENTAL ITEMS							
23	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	200		\$0.00	\$620.00	\$124,000.00
24	Extra concrete (all classes), complete in place, the sum of	C.Y.	150		\$0.00	\$210.00	\$31,500.00
25	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	100		\$0.00	\$31.00	\$3,100.00
26	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200		\$0.00	\$200.00	\$40,000.00
27	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	120		\$0.00	\$222.00	\$26,640.00
28	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	100		\$0.00	\$65.00	\$6,500.00
29	Remove & Relocate Signs	EA.	5		\$0.00	\$1,100.00	\$5,500.00
30	Sanitary sewer service adjustment, complete in place, the sum of	EA.	4		\$0.00	\$520.00	\$2,080.00
31	Waterline service adjustment, complete in place, the sum of	EA.	8		\$0.00	\$930.00	\$7,440.00
32	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20		\$0.00	\$725.00	\$14,500.00
SUBTOTAL BASE BID SUPPLEMENTAL ITEMS:					\$0.00	\$261,260.00	
TOTAL BASE BID ITEMS:					\$0.00	\$2,003,635.00	
MATHEMATICAL ERROR CORRECTED BY ENGINEER							

# BID PROPOSAL

*City of Bellaire*  
*FY 2017 Street & Sidewalk Pavement Management Project*

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BID PROPOSAL  
BID FOR UNIT PRICE CONTRACT

PLACE: Bellaire, Texas

DATE: 9/14/2017

PROJECT NO. 17-011

Main Lane Industries, LTD  
 (Hereinafter called "Bidder")

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

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

**FY 2017 STREET & SIDEWALK PAVEMENT MANAGEMENT PROJECT**

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

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

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **365 consecutive calendar** days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$500.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

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

*City of Bellaire*  
*FY 2017 Street & Sidewalk Pavement Management Project*

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

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

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

Bidder acknowledges receipt of the following addenda:

Addendum #1 August 29, 2017  
Addendum #2 September 12, 2017

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

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

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

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

*City of Bellaire*  
*FY 2017 Street & Sidewalk Pavement Management Project*

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

Main Lane Industries, LTD  
 Bidder

By: [Signature]  
 Signature: Anthony Colombo, President

Type or Print:

Bidder's

Name: \_\_\_\_\_

(If Bidder is a Corporation)

Bidder's

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

\_\_\_\_\_  
 \_\_\_\_\_

Attest:

\_\_\_\_\_  
 Secretary

(Corporate Seal)

Name of  
 Person Signing: \_\_\_\_\_

Office Held: \_\_\_\_\_

**City of Bellaire**  
**FY 2017 - Street and Sidewalk Pavement Management Project**  
 Exhibit "A"  
 Bid Form

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BASE BID ITEMS - PAVING</b>					
1	Miscellaneous Allowance (Fixed Amount of \$100,000.00) for use by City for General Construction Items, as directed by the Engineer, Complete in Place, the Sum of:	L.S.	1	\$ 100,000.00	\$ 100,000.00
2	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	17000	\$ 3.00	\$ 51,000.00
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	100	\$ 110.00	\$ 11,000.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	17000	\$ 15.00	\$ 255,000.00
5	Asphalt base repair, including sawcutting, excavation, placement, and compaction of 8" minimum thickness black base subgrade, complete in place, the sum of:	S.Y.	100	\$ 120.00	\$ 12,000.00
6	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks > 1/4"), complete in place, the sum of	L.F.	6000	\$ 3.00	\$ 18,000.00
7	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2800	\$ 125.00	\$ 350,000.00
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1800	\$ 22.00	\$ 39,600.00
9	Remove and replace existing curb and gutter, all types, monolithically, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1100	\$ 74.00	\$ 81,400.00
10	Remove and replace existing concrete driveways for pavement point repair, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	400	\$ 130.00	\$ 52,000.00
11	Remove and Replace Existing concrete Inlet Apron, Complete in Place Sum of:	EA.	1	\$ 5,900.00	\$ 5,900.00
12	Adjust Manhole Covers to Grade, Complete in Place, the Sum of:	EA	10	\$ 400.00	\$ 4,000.00
13	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100	\$ 30.00	\$ 3,000.00
14	4" Yellow thermoplastic pavement striping, complete in place, the sum of	LF	2050	\$ 1.00	\$ 2,050.00
15	4" White thermoplastic pavement striping, complete in place, the sum of	LF	2100	\$ 1.00	\$ 2,100.00
16	12" White thermoplastic pavement striping, complete in place, the sum of	LF	100	\$ 3.50	\$ 350.00
17	24" White thermoplastic pavement striping, complete in place, the sum of	LF	120	\$ 6.50	\$ 780.00
<b>SUBTOTAL BASE BID PAVING ITEMS:</b>				<u>\$ 988,180.00</u>	

<b>BASE BID ITEMS - SIDEWALKS</b>					
18	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	2300	\$ 17.50	\$ 40,250.00
19	Proposed concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	12500	\$ 12.00	\$ 150,000.00
19	Remove and replace wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$ 1,000.00	\$ 6,000.00
20	Remove existing meter box in sidewalks alignment and replace with concrete meter box, Complete in Place, the Sum of:	EA	25	\$ 250.00	\$ 6,250.00

**City of Bellaire**  
**FY 2017 - Street and Sidewalk Pavement Management Project**  
**Exhibit "A"**  
**Bid Form**

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
20	Proposed wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$ 1,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>

SUBTOTAL BASE BID SIDEWALK ITEMS:

\$ 208,500.<sup>00</sup>

SUPPLEMENTAL ITEMS					
21	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	200	\$ 40. <sup>00</sup>	\$ 8,000. <sup>00</sup>
22	Extra concrete (all classes), complete in place, the sum of	C.Y.	150	\$ 150. <sup>00</sup>	\$ 22,500. <sup>00</sup>
23	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	100	\$ 25. <sup>00</sup>	\$ 2,500. <sup>00</sup>
24	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	\$ 25. <sup>00</sup>	\$ 5,000. <sup>00</sup>
25	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	120	\$ 150. <sup>00</sup>	\$ 18,000. <sup>00</sup>
26	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	100	\$ 20. <sup>00</sup>	\$ 2,000. <sup>00</sup>
27	Remove & Relocate Signs	EA	5	\$ 150. <sup>00</sup>	\$ 750. <sup>00</sup>
28	Sanitary sewer service adjustment, complete in place, the sum of	EA	4	\$ 650. <sup>00</sup>	\$ 2,600. <sup>00</sup>
29	Waterline service adjustment, complete in place, the sum of	EA	8	\$ 650. <sup>00</sup>	\$ 5,200. <sup>00</sup>
30	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA	20	\$ 50. <sup>00</sup>	\$ 1,000. <sup>00</sup>

SUBTOTAL BASE BID SUPPLEMENTAL ITEMS:

\$ 67,550.<sup>00</sup>

BASE BID + SUPPLEMENTAL ITEMS:

\$ 1,264,230.<sup>00</sup>

## REFERENCE SHEETS

REFERENCE: TxDOT

TELEPHONE NO.: 713-462-3178

CONTACT: Lucio Ortiz, P.E.

PROJECT: FM 1942 Turn Lane Addition (Oct 2015) & IH-10 Turn Lane Addition (Mar 2014)

### QUESTIONS

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

ANSWER: 9

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: 9, excellent

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

ANSWER: 9, excellent, very good

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

ANSWER: No, experts in construction

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

ANSWER: Yes, every job at TxDot has change orders.

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

ANSWER: Yes

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

ANSWER: 9, excellent

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

ANSWER: Yes, working with currently

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

ANSWER: Yes

REFERENCE: City of League City  
TELEPHONE NO.: 281-554-1440  
CONTACT: Christopher Sims  
PROJECT: Mill & Overlay

### QUESTIONS

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

ANSWER: 8.5

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: Project is still in progress.

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

ANSWER: 10

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

ANSWER: No

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

ANSWER: Yes, to their disadvantage, they had no issues with it.

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

ANSWER: Yes

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

ANSWER: 10

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

ANSWER: Yes

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

ANSWER: Yes

REFERENCE: City of Galveston  
TELEPHONE NO.: 409-797-3960  
CONTACT: Mark McFadin  
PROJECT: Several

### QUESTIONS

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

ANSWER: 8

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: 8

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

ANSWER: 10

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

ANSWER: No

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

ANSWER: Yes, they were able to work with.

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

ANSWER: Yes

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

ANSWER: 10

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

ANSWER: Yes

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

ANSWER: Yes



**ORDINANCE NO. 17-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A STANDARD FORM OF AGREEMENT WITH STRIPE LINES, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PERFORMANCE AND PROVISION OF ANY AND ALL SERVICES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FY2017 STREET STRIPING PROJECT IN AN AMOUNT NOT TO EXCEED \$143,630.50**

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

THAT the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Stripe Lines, Inc., in a form as attached hereto and marked Exhibit "A," for the performance and provision of any and all services, materials, and equipment necessary for the FY2017 Street Striping Project in an amount not to exceed \$143,630.50 (Bid No. 17-012, FY2017 Street Striping Project).

**PASSED and APPROVED this 6th day of November, 2017.**

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Paul A. Hofmann  
City Manager

Attachment: FY 2017 Striping Ordinance (2344 : FY 2017 Street Striping Project)

**APPROVED AS TO FORM:**

---

Alan P. Petrov  
City Attorney

**LETTER OF RECOMMENDATION**  
**for**  
**Bid No. 17-012**  
**FY 2017 STREET STRIPING PROJECT**



**CITY OF BELLAIRE**  
**OCTOBER, 2017**  
**ARKK JOB NO. 16-031b**



*City of Bellaire*  
*FY 2017 Street Striping Project*

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Attachment: FY2017 Street Striping - Letter of Recommendation (2344 : FY 2017 Street Striping Project)

## LETTER OF RECOMMENDATION



October 6, 2017

Mr. Michael Leech  
 Director of Public Works  
 City of Bellaire  
 7008 S. Rice Ave.  
 Bellaire, Texas 77401

Re: **Letter of Recommendation for  
 FY 2017 Street Striping Project**  
 City of Bellaire  
 ARKK Job No. 16-031b

Dear Mr. Leech:

On September 14, 2017, six (6) bids were received for the above referenced project. This project involves the removal and reapplication of existing street striping of various streets throughout the City.

The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – six (6) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The City's construction budget for this project is \$180,000.00.
2. The bids for the total project are as follows:

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

Bidder	Base Bid
Stripe Lines, Inc.	\$143,630.50
One Way Striping and Signs LLC	\$149,548.00
BATTERSON LLP	\$177,406.30
DG MEDINA CONSTRUCTION, LLC	\$188,992.05
Stripes & Stops Company, Inc.	\$190,248.00
A-1 Construction Services	\$257,418.00

3. Qualifications and References – Stripes Lines, Inc. provided a List of Qualifications for this project. The references provided by Stripes Lines, Inc. were contacted and information on their performance and capabilities to perform similar work was obtained. The references contacted Stripes Lines, Inc. completed the work in a timely manner and they were satisfied with their work.

Stripes Lines, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Bellaire award the **FY 2017 Street Striping Project to Stripes Lines, Inc. for a total amount of \$143,630.50**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC

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

James B. Andrews, P.E.  
City Engineer

# BID TABULATION

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		One Way Striping and Signs LLC		BATTERSON LLP		DG MEDINA CONSTRUCTION, LL	
				Stripe Lines, Inc.							
BASE BID ITEMS											
1	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	85,850	\$0.20	\$17,170.00	\$0.10	\$8,585.00	\$0.29	\$24,896.50	\$0.29	\$24,896.50
2	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	35,800	\$0.36	\$12,888.00	\$0.50	\$17,900.00	\$0.41	\$14,678.00	\$0.59	\$21,122.00
3	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	50,050	\$0.36	\$18,018.00	\$0.50	\$25,025.00	\$0.41	\$20,520.50	\$0.58	\$29,029.00
4	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	3,650	\$0.50	\$1,825.00	\$0.25	\$912.50	\$0.44	\$1,606.00	\$0.56	\$2,044.00
5	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	3,650	\$0.95	\$3,467.50	\$1.10	\$4,015.00	\$0.69	\$2,518.50	\$1.21	\$4,416.50
6	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	11,910	\$0.75	\$8,932.50	\$0.35	\$4,168.50	\$0.88	\$10,480.80	\$0.86	\$10,242.60
7	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	11,910	\$2.15	\$25,606.50	\$1.65	\$19,651.50	\$2.60	\$30,966.00	\$2.13	\$25,368.30
8	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	5,420	\$1.25	\$6,775.00	\$0.70	\$3,794.00	\$1.80	\$9,756.00	\$1.71	\$9,268.20
9	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	5,420	\$4.40	\$23,848.00	\$6.00	\$32,520.00	\$5.20	\$28,184.00	\$5.11	\$27,696.20
10	Removing Pavement Markings ("ONLY"), Complete in Place, the Sum of:	EA.	40	\$30.00	\$1,200.00	\$15.00	\$600.00	\$74.00	\$2,960.00	\$23.00	\$920.00
	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY", including Sealant, Complete in Place, the Sum of:	EA.	40	\$130.00	\$5,200.00	\$105.00	\$4,200.00	\$95.00	\$3,800.00	\$132.00	\$5,280.00
12	Removing Pavement Markings (Arrows), All Types, Complete in Place, the Sum of:	EA.	40	\$25.00	\$1,000.00	\$15.00	\$600.00	\$74.00	\$2,960.00	\$23.00	\$920.00
13	Reflectorized Pavement Markings Type I (Thermoplastic) Arrow, All Types, including Sealant, Complete in Place, the Sum of:	EA.	40	\$100.00	\$4,000.00	\$105.00	\$4,200.00	\$93.00	\$3,720.00	\$132.00	\$5,280.00
14	Yellow Curb Paint for Bull Nose, Complete in Place, the Sum of:	L.F.	18,000	\$0.45	\$8,100.00	\$1.00	\$18,000.00	\$0.78	\$14,040.00	\$0.92	\$16,560.00
15	Remove and Replace Existing RR Crossing "X" Symbol, Complete in Place, the Sum of:	EA.	3	\$200.00	\$600.00	\$125.50	\$376.50	\$440.00	\$1,320.00	\$316.25	\$948.70
16	Allowance for miscellaneous items, Complete in Place, the Sum of:	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID ITEMS:				\$143,630.50		\$149,548.00		\$177,406.30		\$188,992.00	
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Stripes & Stops Company, Inc.		A-1 Construction Services	
BASE BID ITEMS							
1	Removing Pavement Striping & Markings (4" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	85,850	\$0.40	\$34,340.00	\$0.47	\$40,349.50
2	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	35,800	\$0.58	\$20,764.00	\$0.50	\$17,900.00
3	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	50,050	\$0.58	\$29,029.00	\$0.50	\$25,025.00
4	Removing Pavement Striping & Markings (8" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	3,650	\$0.50	\$1,825.00	\$0.85	\$3,102.50
5	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	3,650	\$1.16	\$4,234.00	\$1.35	\$4,927.50
6	Removing Pavement Striping & Markings (12" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	11,910	\$0.75	\$8,932.50	\$1.20	\$14,292.00
7	Reflectorized Pavement Markings Type I (Thermoplastic) 12" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	11,910	\$2.00	\$23,820.00	\$3.95	\$47,044.50
8	Removing Pavement Striping & Markings (24" width) ANY COLOR/SOLID, Complete in Place, the Sum of:	L.F.	5,420	\$1.50	\$8,130.00	\$2.10	\$11,382.00
9	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	5,420	\$5.00	\$27,100.00	\$7.25	\$39,295.00
10	Removing Pavement Markings ("ONLY"), Complete in Place, the Sum of:	EA.	40	\$35.00	\$1,400.00	\$120.00	\$4,800.00
11	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY", including Sealant, Complete in Place, the Sum of:	EA.	40	\$125.00	\$5,000.00	\$240.00	\$9,600.00
12	Removing Pavement Markings (Arrows), All Types, Complete in Place, the Sum of:	EA.	40	\$30.00	\$1,200.00	\$95.00	\$3,800.00
13	Reflectorized Pavement Markings Type I (Thermoplastic) Arrow, All Types, including Sealant, Complete in Place, the Sum of:	EA.	40	\$125.00	\$5,000.00	\$180.00	\$7,200.00
14	Yellow Curb Paint for Bull Nose, Complete in Place, the Sum of:	L.F.	18,000	\$0.75	\$13,500.00	\$1.25	\$22,500.00
15	Remove and Replace Existing RR Crossing "X" Symbol, Complete in Place, the Sum of:	EA.	3	\$324.50	\$973.50	\$400.00	\$1,200.00
16	Allowance for miscellaneous items, Complete in Place, the Sum of:	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID ITEMS:				\$190,248.00		\$257,418.00	
MATHEMATICAL ERROR CORRECTED BY ENGINEER							

# BID PROPOSAL

*City of Bellaire*  
*FY 2017 Street Striping Project*

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BID PROPOSAL  
BID FOR UNIT PRICE CONTRACT

PLACE: Bellaire, Texas

DATE:

PROJECT NO.

Proposal of

---

(Hereinafter called "Bidder")

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

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

**FY 2017 STREET STRIPING PROJECT**

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

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

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **365 consecutive calendar** days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$400.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

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

*City of Bellaire*  
*FY 2016 Street Striping Project*

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

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

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

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Addendum No. 2

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

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

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

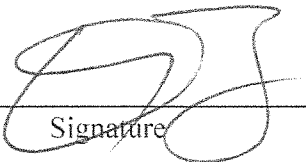
The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, incidental costs, fees, profit, insurance, etc., to cover the finished work of the several kinds called for.

*City of Bellaire*  
*FY 2016 Street Striping Project*

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

Stripe Lines, Inc  
 Bidder

By:   
 Signature

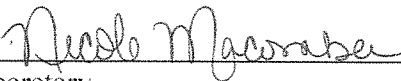
Type or Print:

Bidder's  
 Name: Stripe Lines, Inc.

(If Bidder is a Corporation)

Bidder's  
 Address: 5430 Killough St  
Houston, TX 77086.

Attest:

  
 Secretary

(Corporate Seal)

Name of  
 Person Signing: Nicole Macomber  
 Office Held: Controller

**City of Bellaire**  
**FY 2017 - Street Striping Project**  
**Bellaire Boulevard, S Rice Avenue, Newcastle Drive, Avenue B, and Evergreen Street**

Exhibit "A"

**BID PROPOSAL**

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
<b>BASE BID ITEMS - STRIPING</b>					
1	Removing Pavement Striping & Markings (4" width) ANY COL/OR/SOL/ID, Complete in Place, the Sum of:	L.F.	85850	\$ 0.20	\$ 17,170.00
2	ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	35800	\$ 0.36	\$ 12,888.00
3	ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	50050	\$ 0.36	\$ 18,018.00
4	Removing Pavement Striping & Markings (8" width) ANY COL/OR/SOL/ID, Complete in Place, the Sum of:	L.F.	3650	\$ 0.50	\$ 1,825.00
5	ReflectORIZED Pavement Markings Type I (Thermoplastic) 8" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	3650	\$ 0.95	\$ 3,467.50
6	Removing Pavement Striping & Markings (12" width) ANY COL/OR/SOL/ID, Complete in Place, the Sum of:	L.F.	11910	\$ 0.75	\$ 8,932.50
7	ReflectORIZED Pavement Markings Type I (Thermoplastic) 12" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	11910	\$ 2.15	\$ 25,606.50
8	Removing Pavement Striping & Markings (24" width) ANY COL/OR/SOL/ID, Complete in Place, the Sum of:	L.F.	5420	\$ 1.25	\$ 6,775.00
9	ReflectORIZED Pavement Markings Type I (Thermoplastic) 24" White/Solid, including Sealant, Complete in Place, the Sum of:	L.F.	5420	\$ 4.40	\$ 23,848.00
10	Removing Pavement Markings ("ONL Y"), Complete in Place, the Sum of:	E.A.	40	\$ 30.00	\$ 1,200.00
11	ReflectORIZED Pavement Markings Type I (Thermoplastic) Word "ONL Y", including Sealant, Complete in Place, the Sum of:	E.A.	40	\$ 130.00	\$ 5,200.00
12	Removing Pavement Markings (Arrows), All Types, Complete in Place, the Sum of:	E.A.	40	\$ 25.00	\$ 1,000.00
13	ReflectORIZED Pavement Markings Type I (Thermoplastic) Arrow, All Types, including Sealant, Complete in Place, the Sum of:	E.A.	40	\$ 100.00	\$ 4,000.00
14	Yellow Curb Paint for Bull Nose, Complete in Place, the Sum of:	L.F.	18000	\$ 0.45	\$ 8,100.00
15	Remove and Replace Existing RR Crossing "X" Symbol, Complete in Place, the Sum of:	E.A.	3	\$ 200.00	\$ 600.00
16	Allowance for miscellaneous items, complete in place, the sum of	L.S.	1	\$ 5,000.00	\$ 5,000.00

**SUBTOTAL BASE BID STRIPING ITEMS:**

\$ 143,630.50

## REFERENCE SHEETS

REFERENCE: City of League City  
TELEPHONE NO.: 281-554-1083  
CONTACT: David Tickell  
PROJECT: FY 2017 Street Striping Project

### QUESTIONS

1. How did Stripes & Stops Company Inc. perform on the project? (On a scale of 1-10)

ANSWER: 8

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: 8

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

ANSWER: 10

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

ANSWER: No

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

ANSWER: No

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

ANSWER: Yes

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

ANSWER: 10

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

ANSWER: Yes

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

ANSWER: Yes