

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

AUGUST 13, 2018

Council Chamber

Special Session

6:00 PM

FIRST FLOOR OF CITY HALL
7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Andrew S. Friedberg

Mayor Pro Tem

Gus E. Pappas

Council Member

Neil Verma

Council Member

Trisha S. Pollard

Council Member

Pat B. McLaughlan

Council Member

Michael Fife

Council Member

David R. Montague

Mission Statement:

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

SPECIAL SESSION - 6:00 P.M.

- A. Call to Order - Andrew S. Friedberg, Mayor.**
- B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.**
- C. Pledges to the Flags.**

- 1. U.S. Pledge of Allegiance:**

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

- 2. Pledge to the Texas Flag:**

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

I. PUBLIC HEARING (PROPOSED FY 2019 BUDGET)

- A. Reading of the Notice of Public Hearing - Tracy L. Dutton, City Clerk.**
- B. Summary of Public Hearing Procedure - Paul A. Hofmann, City Manager.**
- C. Presentation of Proposal:**

Public hearing regarding the proposed budget for the City of Bellaire, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 (FY 2019 Budget) - Submitted by Paul A. Hofmann, City Manager; Presented by Terrence Beaman, Chief Financial Officer.

- D. Public Comment.**

The Mayor will recognize speakers who have completed a sign-up sheet prior to the commencement of the public hearing. Each speaker shall have a time limit of up to five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute is left. Questions from the public shall be addressed to the Mayor, and the Mayor and members of the City Council may refer such questions to the staff as appropriate.

- E. Questions from the Mayor and City Council.**

- F. Close of the Public Hearing.**

Public comment on the proposed budget, oral and written, will continue to be received prior to its final deliberation, which is anticipated to occur on Monday, September 17, 2018. Written comments may be submitted to the City Council in care of the City Clerk.

- G. Adjourn.**

II. SPECIAL MEETING

- A. Call to Order - Andrew S. Friedberg, Mayor.**
- B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.**
- C. Personal/Audience Comments.**

To address the City Council, please complete a sign-up sheet (located at the entrance to the Council Chamber), and submit it to City Clerk Tracy L. Dutton prior to the time for personal/audience comments. Each speaker shall have a time limit of up to five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute is left. In the event of pressing business before the City Council or matters requiring its immediate attention or action, the City Council may, prior to the opening of audience comments, set a different maximum time limit for each speaker by a vote of four (4) members of the City Council.

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

[Note: The *Texas Open Meetings Act, Texas Government Code, Chapter 551*, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

D. 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.

E. Unfinished Business:

1. Consent Agenda.

Items set out in the consent agenda are considered routine and are recommended for approval by the passage of a single motion, without discussion or debate, that the consent agenda be adopted. Upon request of any member of City Council, items shall be removed from the consent agenda and considered separately.

a. Approval 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, July 16, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Jul 16, 2018 7:00 PM

b. Adoption of Ordinance:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing a change in the date of the first Regular Session of the City Council of the City of Bellaire, Texas, in September of 2018 from Monday, September 10, 2018, to Monday, September 24, 2018 - Submitted by Tracy L. Dutton, City Clerk.

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

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, an Agreement for Video Streaming Services with Swagit Productions LLC, for the purchase and installation of equipment for and management of video recording and streaming services for the Municipal Facilities Project in an amount not to exceed \$66,240.00 - Submitted by Patrice Baltuskonis, Director of Information Technology.
- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with RAC Industries, LLC, for the provision of any and all services, materials, incidentals, and equipment necessary for the construction of the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalks project in an amount not to exceed \$3,538,894.00 – Submitted by Michael Leech, Director of Public Works.
- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of construction management services for the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalks project in an amount not to exceed \$388,910.00 – Submitted by Michael Leech, Director of Public Works.
- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with RAC Industries, LLC, for the provision of any and all services, materials, incidentals, and equipment necessary for the construction of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$1,498,538.60 – Submitted by Michael Leech, Director of Public Works.
- e. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of construction management services for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$123,350.00 - Submitted by Michael Leech, Director of Public Works.

3. Items for Individual Consideration:

- a. Consideration of and possible action on proposed pedestrian safety improvements along Newcastle Drive at Evelyn's Park – Submitted by Michael Leech, Director of Public Works.
- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-122, Environmental and sustainability board, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of changing the name of the board to "Environmental Sustainability Board" pursuant to a request by letter from the Environmental and Sustainability Board - Submitted by Tracy L. Dutton, City Clerk, on behalf of the Environmental and Sustainability Board.

F. Community Interest Items from the Mayor and Council.

It is the intent of this item to provide members of the City Council the opportunity to make a report about items of community interest, which may include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognition of City officials, employees, or other citizens or entities; reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee; and announcements involving an imminent threat to the public health and safety of people in Bellaire that has arisen after the posting of the agenda.

No action may be taken on a reported item of community interest, and no possible action discussed except a proposal to place the subject on the agenda for a subsequent meeting.

See Texas Government Code, Chapter 551, Open Meetings Act, Section 551.0415.

G. Adjourn.

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM
Department: Finance Administration
Category: Budget
Department Head: Paul A. Hofmann
DOC ID: 2590

SCHEDULED**ACTION ITEM (ID # 2590)**

Item Title:

Public hearing regarding the proposed budget for the City of Bellaire, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 (FY 2019 Budget) - Submitted by Paul A. Hofmann, City Manager; Presented by Terrence Beaman, Chief Financial Officer.

Background/Summary:

On July 16, 2018, City Council adopted Ordinance No. 18-041 calling a public hearing before the City Council of the City of Bellaire, Texas, on Monday, August 13, 2018, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, to receive written and oral comments on the proposed budget of the City of Bellaire, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 (FY 2019 Budget).

Previous Council Action Summary:

On July 16, 2018, Ordinance No. 18-041 was approved calling the public hearing on the FY 2019 proposed budget.

On July 16, 2018, the FY 2019 Proposed Budget was presented to City Council.

Fiscal Impact:

N/A

Recommendation:

N/A

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM
Department: City Clerk
Category: Presentation
Department Head: Diane K White
DOC ID: 2641

SCHEDULED**ACTION ITEM (ID # 2641)**

Item Title:

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

Background/Summary:

City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JULY 16, 2018

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 7:01 p.m. on Monday, July 16, 2018. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

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

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

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

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

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

Mayor Friedberg provided the inspirational reading for the evening.

D. Pledges to The Flags - Andrew S. Friedberg, Mayor.

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

E. Recognition of Proclamations:

Mayor Friedberg announced that he had a few special proclamations to present this evening, noting that he did so with mixed emotions. On the one hand, the City was sad to see Diane K. White and Yolanda Howze leaving the City. On the other hand, the City was happy for them as they begin the next chapter in their careers and personal lives.

Minutes Acceptance: Minutes of Jul 16, 2018 7:00 PM (Approval of Minutes:)

1. Issuance of a proclamation by Andrew S. Friedberg, Mayor, recognizing and honoring Diane K. White, Assistant City Manager, for her 16 years of dedicated service to the City of Bellaire, Texas, and wishing her success as she retires from her employment with the City to pursue her dream of starting her own consulting business.

Mayor Friedberg read the proclamation he issued recognizing and honoring Diane K. White, Assistant City Manager, for her 16 years of dedicated service to the City of Bellaire, Texas, and wished her success as she retires to pursue her dream of starting her own consulting business.

Diane K. White, Assistant City Manager, accepted the proclamation from Mayor Friedberg.

2. Issuance of a proclamation by Andrew S. Friedberg, Mayor, recognizing and honoring Yolanda Howze, Human Resources Director, for her six years of dedicated service to the City of Bellaire, Texas, and expressing our appreciation and best wishes as she begins the next chapter of her career.

Mayor Friedberg read the proclamation he issued recognizing and honoring Yolanda Howze, Human Resources Director, for her six years of dedicated service to the City of Bellaire, Texas, and wished her success as she begins the next chapter of her career.

Yolanda Howze, Human Resources Director, accepted the proclamation from Mayor Friedberg.

F. Personal/Audience Comments.

Mayor Friedberg briefly summarized the rules for Personal/Audience Comments and recognized the first speaker that had signed up.

Jim Burrough:

Mr. Burrough addressed City Council regarding agenda item H.3.b. He advised that he had firsthand experience with the topic of wakes. He indicated that his neighbor invited him and his wife to evacuate to his family home as the Burroughs' home began to flood. At the peak of the flood, there was less than 1/2 inch of space between the floor of his neighbor's home and the floodwater. Any vehicle coming down the street and creating any type of wake during that period would have flooded the home.

Mr. Burrough continued and referenced the storm that went through Bellaire on the Fourth of July. During the peak of the flooding from that storm, a truck with large tires and raised axles came charging down his street throwing water well up into the yards.

Reference was made to the City Engineer's October 2017 report, which listed the number of homes in Bellaire that were still at the risk of flooding. Mr. Burrough commended Mayor Friedberg for bringing an agenda item to City Council that could address wakes and urged City Council not to allow drivers on streets during flooding.

Richard Franke:

Mr. Franke addressed City Council regarding his belief and concern that there was no consistency to what the City was trying to accomplish. He agreed with comments made by Mr. Burrough and

believed that traffic control (street flooding and speeding) was a major issue for all streets. He urged City Council to lower the speed limit on residential streets to 25 miles per hour and applauded Mayor Friedberg for bringing up the flood issue.

Mr. Franke also expressed concern regarding his belief that the City continued to ignore issues he believed were critical, such as the 76-year old water line along Howard Lane. He referenced the City's infrastructure, which he believed to be severely deteriorated and indicated that he understood that the cost to replace the infrastructure would total \$350 million.

In closing, Mr. Franke suggested that all other talk about roadways and bikeways should stop.

Dan Sebesta:

Mr. Sebesta addressed City Council and urged them to cancel the flap check valve project. In his opinion, the project had zero benefits. He referenced a memorandum that he put together on Thursday explaining how retention works. He strongly suggested that City Council read his memorandum and volunteered to meet them at the Meyerland retention pond to explain how things worked.

Mr. Sebesta next provided an overview of his engineering qualifications, as well as the qualifications of other members of his family.

In closing, Mr. Sebesta stated that he felt that the flap check valve project would not solve any problems.

Mayor Friedberg asked if there were any other persons present that wished to address City Council. Hearing none, Mayor Friedberg summarized **written comments received from Manish Sood, Mitzi Shure and Jerry Wische, and Shaoying Chang and Hua Chen**, and indicated that all were writing in opposition to the installation of sidewalks on their block, **4500 Palmetto Street**, pursuant to the Bonds for Better Bellaire 2016 Group D Phase 3 Sidewalk Improvements. Mayor Friedberg advised that complete copies of all written comments were distributed to City Council for consideration and are included in the official record of the meeting.

G. Reports and Presentations:

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

Paul A. Hofmann, City Manager, presented the City Manager's Report dated July 16, 2018, to members of the City Council. The report included an update on communication messages sent out since the last City Council meeting (i.e., emergency management notices regarding the July 4th storm event and notices regarding the cancellation of the July 4th parade and festival).

An update of personnel changes was provided by City Manager Hofmann, which included a restructuring of the City's approach to Human Resources. He advised that departing Human Resources Director, Yolanda Howze, would not be replaced with a person in a director title. City Manager Hofmann planned to fill the vacant Assistant City Manager position, recently vacated by Diane White, with a person who could fill the Assistant City Manager role and also direct the human resources function. He noted that such an arrangement is not uncommon among other cities. The classification level of "director" in human resources

would be lowered and filled with a Human Resources Manager. He stated that an offer had been made and accepted by a qualified applicant who was expected to start on August 6th (but he did not identify that person as notice had not yet been given to their current employer). The other position, titled Human Resources Generalist, was reclassified to a lower level and titled "Human Resources Specialist." That position was filled internally with the City's Payroll Technician, Kathleen Quiroz.

City Manager Hofmann advised that the recruitment process for the next Assistant City Manager was going well and that the position had been posted for a little more than one week. The job description was rewritten so that the person filling the position would have experience in the human resources field and could direct the activities of that department moving forward.

With respect to retirements and special events, City Manager Hofmann advised that the retirement receptions held for Fire Chief Darryl Anderson and Assistant City Manager Diane White were very appropriate and the honorees enjoyed them. An event was planned for Human Resources Director Yolanda Howze and Human Resources Generalist Shadae Martin to be held on Wednesday afternoon at City Hall.

Another reminder was given regarding the City's upcoming Board and Commission Annual Training Session to be held on Thursday, July 26, 2018, at 6:00 p.m.

In closing, City Manager Hofmann provided an overview of future City Council meetings and agenda items to be considered during those meetings.

Mayor Friedberg opened the floor for questions of City Manager Hofmann. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and moved to the next item on the agenda.

2. Presentation of the proposed annual budget for the City of Bellaire, Texas, for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019 - Submitted by Paul A. Hofmann, City Manager.

City Manager Hofmann presented the proposed budget for the City of Bellaire for fiscal year 2019. Reference was made to Hurricane Harvey, which impacted the current year budget and continued to do so. He advised that Hurricane Harvey brought some changes that were not all negative, such as the Harvey Resource Recovery Center manned by volunteers, some of whom were City Council members; the Bellaire Brave initiative and a related concert by Dennis Quaid; and the welcoming of Kolter Elementary School into Bellaire while their new school is constructed.

While Bellaire was cognizant of its flooding issues, City Manager Hofmann advised that Bellaire did not need to be known as a City that repetitively floods. Bellaire needs to be known as a resilient City that is equipped, staffed, and empowered to be responsive and resourceful, with smart mitigation efforts in place.

City Manager Hofmann provided an overview of Council Priorities (i.e., one of the planning elements in the City's Strategic Planning model), including steps that had been taken to address each priority and steps to be undertaken in fiscal year 2019 to address the priorities, which covered the following focus areas: (1) Residential and Commercial Safety;

(2) Public Infrastructure and Facilities; (3) Budget and Finance; (4) Commercial Redevelopment; and (5) Community Image.

Areas of focus for fiscal year 2019 included (1) Organizational Stability; (2) Recovery; and (3) Community Relations. City Manager Hofmann described the steps to be undertaken in each area of focus.

A summary of the General Fund, including limited budget enhancements and additions to base, was provided by City Manager Hofmann, followed by a review of the Capital Improvements Fund and planned capital expenditures for fiscal year 2019, and a review of the General Fund fiscal forecast for fiscal years 2018 through 2023.

A summary of the Enterprise Fund, including additions to base, was provided next by City Manager Hofmann, followed by a review of the Enterprise Fund fiscal forecast.

In addition, City Manager Hofmann provided an overview of full-time equivalent positions in the General and Enterprise Funds for fiscal year 2018 and the number proposed for fiscal year 2019. In both fiscal years, the total number of full-time equivalent positions was noted to be unchanged, at 183.5.

The fiscal forecast for fiscal years 2018 through 2023 was provided by City Manager Hofmann for the Debt Service Fund.

City Manager Hofmann concluded his presentation with an overview of the City's Fiscal Year 2019 Budget Calendar.

Mayor Friedberg opened the floor for questions of City Manager Hofmann and feedback regarding his presentation. Following questions and feedback, Mayor Friedberg announced that the fiscal year 2019 proposed budget presentation was concluded and continued to the next item on the agenda.

H. New Business:

1. Consent Agenda.

Items set out in the consent agenda are considered routine and are recommended for approval by the passage of a single motion, without discussion or debate, that the consent agenda be adopted. Upon request of any member of City Council, items shall be removed from the consent agenda and considered separately.

a. Approval 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, July 2, 2018 - Submitted by Tracy L. Dutton.

Mayor and Council - Regular Session - Jul 2, 2018 7:00 PM

b. Adoption of Ordinances:

- i. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of Third Party Review and Construction Management services associated with the Bonds for Better Bellaire 2016 Group D Phase 3 Sidewalk project in an amount not to exceed \$135,150 - Submitted by Michael Leech, Director of Public Works.
- ii. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with Jones & Carter, Inc., for the provision of Design Engineering and Construction Administration services associated with the Bonds for Better Bellaire 2016 Group D Phase 3 Sidewalk project in an amount not to exceed \$162,040 - Submitted by Michael Leech, Director of Public Works.
- iii. Consideration of and possible action on a recommendation from the Parks, Recreation and Facilities Department to award a contract to Playgrounds Today Inc., through the utilization of the State of Texas, Local Government Purchasing Cooperative program, Harris County Department of Education, Choice Partners, for the procurement of playground equipment to replace the current equipment located in Ware Family Park, 800 Jaquet, Bellaire, Texas 77401, in an amount not to exceed \$69,725 and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and 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 for said equipment in an amount not to exceed \$69,725 - Submitted by Karl Miller, Director of Parks, Recreation, and Facilities.
- iv. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, calling a public hearing before the City Council of the City of Bellaire, Texas, on Monday, August 13, 2018, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411, on the proposed budget for the City of Bellaire, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the captions of all items listed on the Consent Agenda and asked if any member of the City Council wished to remove any of the items from the Consent Agenda for individual consideration.

Trisha S. Pollard, Council Member, requested the removal of items H.1.b.i. and H.1.b.ii. for separate consideration.

David R. Montague, Council Member, requested the removal of item H.1.b.iii. for separate consideration.

Mayor Friedberg entertained a motion to adopt the Consent Agenda excluding items H.1.b.i., H.1.b.ii., and H.1.b.iii.

Motion:

Minutes Acceptance: Minutes of Jul 16, 2018 7:00 PM (Approval of Minutes:)

To adopt the Consent Agenda dated July 16, 2018, consisting of items H.1.a. and H.1.b.iv. and excluding items H.1.b.i., H.1.b.ii., and H.1.b.iii.

{Moved by Neil Verma, Council Member, and seconded by Trisha S. Pollard, Council Member}

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Verma, Council Member
SECONDER:	Trisha S. Pollard, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	Pappas

Mayor Friedberg suggested separate consideration of item H.1.b.iii. first. No objections were raised.

Separate Consideration of Agenda Item H.1.b.iii.

Mayor Friedberg entertained a motion to approve the recommendation and adopt the ordinance as presented authorizing a Standard Form of Agreement for the purchase of playground equipment for Ware Family Park in an amount not to exceed \$69,725.00.

Motion:

To approve the recommendation and adopt the ordinance as presented authorizing a Standard Form of Agreement for the purchase of playground equipment for Ware Family Park in an amount not to exceed \$69,725.00.

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

Mayor Friedberg opened the floor for questions of Karl Miller, Director of Parks, Recreation and Facilities, as well as deliberation. Following questions and deliberation, action was taken on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David R. Montague, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	Pappas

Separate consideration of Agenda Items H.1.b.i. and H.1.b.ii

Mayor Friedberg read the captions of agenda items H.1.b.i. and H.1.b.ii., introducing both items so that Council could discuss both at the same time as they were related. He indicated that each item would still be voted on individually.

Council Member Pollard raised an objection, requesting that each item be taken up individually.

Mayor Friedberg entertained a motion to adopt the ordinance as presented authorizing a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of third party review and construction management services associated with the Bonds for Better Bellaire 2016 Group D Phase 3 Sidewalk project in an amount not to exceed \$135,150.00.

Motion for Agenda Item H.1.b.i.

To adopt the ordinance as presented authorizing a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of third party review and construction management services associated with the Bonds for Better Bellaire 2016 Group D Phase 3 Sidewalk project in an amount not to exceed \$135,150.00.

{Moved by Neil Verma, Council Member, and seconded by Michael Fife, Council Member}

Mayor Friedberg opened the floor for discussion on the motion.

Discussion ensued on the motion and both related contracts (H.1.b.i. and H.1.b.ii.) and questions were asked of staff and James Andrews, City Engineer. Following discussion, **Mayor Friedberg** offered a motion to postpone action on both agenda items.

Motion to Postpone:

To postpone action on items H.1.b.i and H.1.b.ii indefinitely but at least until after City Council takes action, if any, on the proposed Community Pathways Plan to which these items are linked.

{Moved by Andrew S. Friedberg, Mayor, and seconded by Pat B. McLaughlan, Council Member}

Mayor Friedberg opened the floor for deliberation on the motion. Mayor Friedberg stated that the intent of his motion to postpone was hopefully capturing the discussion this evening, which was not really commentary one way or the other on moving forward with sidewalks generally, but recognition that these items were at least somewhat related to the Community Pathways proposal that Council has not discussed or acted on yet.

Discussion ensued on the motion to postpone action on items H.1.b.i. and H.1.b.ii. Following discussion, action was taken.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andrew S. Friedberg, Mayor
SECONDER:	Pat B. McLaughlan, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	Pappas

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

- a. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, ratifying and approving participation by the City of Bellaire, Texas, in Sourcewell (formerly known as National Joint Powers Alliance), a cooperative purchasing program, for the purpose of engaging in cooperative purchasing contracts for products and services with in-state or out-of-state public agencies, and authorizing the City Manager of the City of Bellaire, Texas, to execute an agreement with Sourcewell for the purchase of products and services - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the caption of the agenda item and recognized Terrence Beaman, Chief Financial Officer (CFO), to introduce the item.

Terrence Beaman, CFO, indicated that he was requesting City Council's consideration and approval for the City to enter into a cooperative purchasing agreement with a cooperative purchasing entity by the name of Sourcewell for future procurement purposes.

Motion:

To adopt the resolution as presented ratifying and approving the City's participation in Sourcewell and authorizing the City Manager to execute an agreement with Sourcewell for the purchase of products and services.

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

Mayor Friedberg opened the floor for questions and deliberation. Following questions and deliberation, action was taken on the motion.

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

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with Krueger International, Inc., for the purchase of furniture for the Municipal Facilities Project in an amount not to exceed \$488,947.00 - Submitted by Michelle Jordan, Project Manager.

Mayor Friedberg read the captions for agenda items H.2.b. and H.2.c., noting that both were related to the Municipal Facilities Project for a furniture purchase and installation. He recognized Michelle Jordan, Project Manager, to introduce the items.

Michelle Jordan, Project Manager, advised that there were some discrepancies in the numbers on a few of the documents in the agenda packet. The dollar amount listed on the agenda statement and agenda caption should match the ordinance and the Standard Form of Agreement. That number should be \$488,947.00 as stated earlier by Mayor Friedberg.

Project Manager Jordan recognized both vendors who were present and available to answer questions regarding their products and services and proceeded with a PowerPoint presentation depicting samples of furniture the City wished to purchase. She noted that she would be working with the City's architects, Pierce Goodwin Alexander & Linville (PGAL), on the selection of colors, fabrics, and finishes.

Mayor Friedberg opened the floor for questions of staff and vendor representatives. Following questions, Mayor Friedberg entertained a motion for item H.2.b. to adopt the ordinance as presented authorizing a Standard Form of Agreement with Krueger International, Inc., for the purchase of furniture for the Municipal Facilities Project in an amount not to exceed \$488,947.00.

Motion:

To adopt the ordinance as presented authorizing a Standard Form of Agreement with Krueger International, Inc., for the purchase of furniture for the Municipal Facilities Project in an amount not to exceed \$488,947.00.

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

Mayor Friedberg opened the floor for deliberation on the motion and any further questions for staff. Following questions, action was taken on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Fife, Council Member
SECONDER:	David R. Montague, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
ABSENT:	Pappas

- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with Office Furniture Innovations, LLC, for the installation of furniture for the Municipal Facilities Project in an amount not to exceed \$60,486.00 - Submitted by Michelle Jordan, Project Manager.

Note: This agenda item was discussed jointly with agenda item H.2.b. as both items were associated with furniture (purchase and installation) for the Municipal Facilities Project.

Mayor Friedberg entertained a motion to adopt the ordinance as presented authorizing a Standard Form of Agreement with Office Furniture Innovations, LLC, for the installation of furniture for the Municipal Facilities Project in an amount not to exceed \$60,486.00.

Motion:

To adopt the ordinance as presented authorizing a Standard Form of Agreement with Office Furniture Innovations, LLC, for the installation of furniture for the Municipal Facilities Project in an amount not to exceed \$60,486.00.

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David R. Montague, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
ABSENT:	Pappas

3. Items for Individual Consideration:

- a. Consideration of and possible action to direct staff to proceed with preparation for and the acceptance of a Preliminary Official Statement and timetable for the sale of \$11,500,000 in General Obligation Bonds, Series 2018 - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the caption of the agenda item and recognized Terrence Beaman, Chief Financial Officer, to present an introduction of the item.

Terrence Beaman, Chief Financial Officer (CFO), advised that he was present to request approval to move forward and proceed with the preparation of the City's 2018 bond

sale. He advised that this request represented the third bond sale for the 2016 Bonds for Better Bellaire program. The only change, based on the recommended sale date in August, was the amount. The plan originally included the sale of \$12.5 million, with \$9 million remaining for August of 2019. Due to savings on several sewer and water contracts (\$1 million in unanticipated savings), the need for the August 2018 bond sale was now \$11.5 million. Projects slated for the bond funds included \$7 million for streets and drainage, \$3.5 million for water lines, and \$1 million for sidewalks.

CFO Beaman advised that if approved, the next step would be participation by the City Manager, CFO, and Financial Advisors on a call with the Standard & Poor's rating agency, followed by the execution of the bond sale on August 6, 2018.

Mayor Friedberg entertained a motion to direct staff to proceed with the preparation for and acceptance of a Preliminary Official Statement and timetable for the sale of \$11,500,000 in General Obligation Bonds, Series 2018.

Motion:

To direct staff to proceed with the preparation for and acceptance of a Preliminary Official Statement and timetable for the sale of \$11,500,000 in General Obligation Bonds, Series 2018.

{Moved by Trisha S. Pollard, Council Member, and seconded by Neil Verma, Council Member}

Mayor Friedberg opened the floor for questions of staff or the City's financial advisor, James Gilley. Following questions, action was taken on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Neil Verma, Council Member
AYES:	Friedberg, Verma, Pollard, McLaughlan, Fife, Montague
ABSENT:	Pappas

- b. Consideration of and possible action to direct the City Manager to evaluate methods of deterring drivers from driving at unreasonable speeds and creating a wake on flooded streets, including the potential benefits and enforceability of a new "No Wake" ordinance, and to develop a recommendation - Submitted by Andrew S. Friedberg, Mayor.

Mayor Friedberg read the agenda caption and introduced the item. He advised that his intent was to start a discussion and evaluation of options leading to the development of a recommendation on the subject for future consideration and opened the floor for discussion.

Following a brief discussion, which was in favor of the item, Mayor Friedberg asked if there was any objection to directing the City Manager to evaluate methods of deterring drivers from driving at unreasonable speeds and creating a wake on flooded streets, including the potential benefits and enforceability of a new "No Wake" ordinance, and to develop a recommendation. Hearing no objections to proceeding as suggested in the

agenda statement, **Mayor Friedberg announced City Council's approval of the proposal by general consent.**

I. Community Interest Items from the Mayor and Council.

Community interest items from the Mayor and Council included kudos to The Nature Discovery Center for their excellent camps; expressions of thanks to staff on the budget preparation; expressions of thanks and commendations to Director of Public Works Michael Leech and Special Projects Manager Cristin Emshoff on their great work on various high profile City projects; expressions of thanks and appreciation to staff for getting ready for the July 4th Parade and Festival, which was cancelled due to rain and lightning; expressions of thanks and kudos to everyone that was a part of Fire Chief Darryl Anderson's send-off and Assistant City Manager Diane White's send-off; expressions of congratulations to Firefighter Davis Farquhar on his promotion to Shift Commander; reminder to attend the Wednesday celebration for Human Resources Director Yolanda Howze and Human Resources Generalist Shadae Martin, both of whom were leaving the City and moving out of state; and a reminder to attend the Annual Board and Commission Training Session next Thursday.

J. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 10:29 p.m. on Monday, July 16, 2018.

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM
Department: City Clerk
Category: Ordinance
Department Head: Tracy L. Dutton
DOC ID: 2629

SCHEDULED**ORDINANCE (ID # 2629)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing a change in the date of the first Regular Session of the City Council of the City of Bellaire, Texas, in September of 2018 from Monday, September 10, 2018, to Monday, September 24, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Background/Summary:

City Council has customarily changed the dates of Regular Sessions of the City Council that would conflict with the observance of Rosh Hashanah, the Jewish New Year.

This year, Rosh Hashanah will be observed from sundown on Sunday, September 9, 2018, through Tuesday, September 11, 2018. City Council consideration is requested for a change in the date of the first Regular Session in September of 2018 from Monday, September 10, 2018, to Monday, September 24, 2018. An ordinance has been prepared for this purpose and is included with this agenda statement.

This change in meeting date will move the presentation of the 2018 certified tax roll and truth-in-taxation calculations from Monday, September 10, 2018, to Monday, September 17, 2018. Accordingly, the tax rate public hearings would move to Monday, October 8, 2018, and Monday, October 15, 2018, with a Special Session to be held on Monday, October 22, 2018, for purposes of adopting the tax rate and tax levy for tax year 2018.

Previous Council Action Summary:

Meetings conflicted with the observance of Rosh Hashanah most recently in October of 2016 and September of 2015. In both instances, meeting date changes were approved by ordinance (Ord. No. 16-047 and Ord. No. 15-047).

Fiscal Impact:

N/A

Recommendation:

Action as City Council deems appropriate.

ATTACHMENTS:

- Change in Meeting Date - September 2018 (DOC)

City of Bellaire

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING A CHANGE IN THE DATE OF THE FIRST REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, IN SEPTEMBER OF 2018 FROM MONDAY, SEPTEMBER 10, 2018, TO MONDAY, SEPTEMBER 24, 2018.

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

1. **THAT** the first Regular Session of the City Council of the City of Bellaire, Texas, in September 2018 shall be changed from Monday, September 10, 2018, to Monday, September 24, 2018.

2. **THAT** this Ordinance shall be effective immediately upon its passage and adoption.

PASSED and **APPROVED** this 6th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM
Department: Information Technology
Category: Contract
Department Head: Patrice Baltuskonis
DOC ID: 2630

SCHEDULED**ORDINANCE (ID # 2630)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, an Agreement for Video Streaming Services with Swagit Productions LLC, for the purchase and installation of equipment for and management of video recording and streaming services for the Municipal Facilities Project in an amount not to exceed \$66,240.00 - Submitted by Patrice Baltuskonis, Director of Information Technology.

Background/Summary:

This agreement will provide broadcasting capabilities in the new Council Chambers and Civic Center, and expand the City's ability to reach more viewers for public meetings. Included is delivery and installation of three cameras, high definition encoder, remote switching equipment and wiring to be used for streaming meetings. During a meeting in Council Chambers, Swagit personnel will operate the cameras remotely from their facility in Dallas, and can zoom in and switch from camera to camera depending on who is speaking. The signal goes through a switch that will be broadcast via the web, Comcast Channel 16, U-verse Channel 99 and Facebook Live. Remote Swagit staff will also index the video content with the meeting's agenda for playback; this task is currently performed by the City Clerk, and City staff responsible for keeping meeting records.

Also included is encoding equipment so that meetings from the new Civic Center can be broadcasted. The services include integrating with the City's existing broadcasting equipment that will be moved and reinstalled with the AV services provided by DataVox.

Six years of existing content will also be migrated from the City's previous video vendors, and will be made available on the City's website.

This solution offers as an option captioning for live and on-demand broadcasts that the City could implement later.

Today, the annual cost for broadcasting on the web in standard definition mode and on Comcast Channel 16 is approximately \$25,850. The estimated annual cost for broadcasting on the web in high definition, Comcast Channel 16, AT&T U-verse, social media, managed services for broadcasting and indexing meeting content is \$30,240. The additional annual cost will:

- Improve services to citizens by expanding broadcast distribution with AT&T and social media; connections to these services are managed by Swagit freeing staff from complexity of new environment.
- Have quicker time to solve live broadcasting problems. Today when a problem occurs, contacting the vendor has been challenging with long wait times for support calls and with inability to fix issues without impacting content already recorded.
- Reduce risk of dependence on independent contractor for videography. Swagit is responsible for staffing.
- Make costs more predictable regardless of the meeting duration.

This purchase will be made through The Interlocal Purchasing System, also known as TIPS. All TIPS contracts are awarded by the Region 8 Educational Service Center (ESC) seven-member Board of Directors, and each TIPS vendor has met strict Competitive Bidding Process guidelines established by the Region 8 ESC administration and the TIPS legal team. The TIPS contract number for this purchase is 160901.

Previous Council Action Summary:

December 4, 2017 - Adopted Resolution No. 17-014 approving participation in The Interlocal Purchasing System (TIPS) purchasing cooperative offered by the Region 8 Education Service Center.

June 4, 2018 - Adopted Resolution No. 18-025 authorizing a Standard Form of Agreement with DataVox, Inc., for the purchase and installation of integrated AV systems for the Municipal Facilities Project in the amount of \$473,054.85.

Fiscal Impact:

Funding for the equipment and professional services for its installation will be sourced from the Public Education and Government Channel fund (PEG), which can be spent for capital costs to provide public broadcast programming. This fund receives annual contributions intended to provide public educational broadcasting. \$60,000.00 was allocated in the Fiscal Year 2017-2018 budget for PEG projects. The one-time cost is \$47,040.00.

Another portion of the value of the contract is for the managed streaming service will be funded by the Information Technology operating budget. The annual recurring cost will be \$19,200 for 75 broadcasted meeting. Additional meeting can be done at \$325 per meeting up to 6 hours.

City Attorney Review:

Yes

Recommendation:

Patrice Baltuskonis recommends City Council approve an ordinance allowing Paul Hofmann, City Manager, to execute an agreement with Swagit Productions, LLC in an amount not to exceed \$66,240.00 for the purchase of multimedia equipment and professional services for the Municipal Facilities Project.

ATTACHMENTS:

- Swagit Proposal - Bellaire TX - 8-13-18 CC Meeting (PDF)
- Swagit Quote - Bellaire TX - 8-13-18 CC Meeting (PDF)
- Swagit Production - 8-13-18 CC meeting (00198278xD8318) (DOCX)
- Swagit Agreement (00198180-2xD8318) (DOCX)
- Swagit Contract Exhibit A - Bellaire TX - 8-13-2018 CC Meeting (PDF)



Swagit Productions, LLC

12801 N. Central Expressway
Suite 900
Dallas, TX 75243
214-432-5905
swagit.com

The City of Bellaire **Proposal**

For Hands-Free Streaming and Hands-Free Broadcast
Solutions
Bellaire, Texas

August 6, 2018

Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, TX 75243

August 6, 2018

The City of Bellaire
ATTN: Patrice Baltuskonis
7008 S. Rice Avenue
Bellaire, TX 77401

Swagit Productions, LLC would like to thank you for your time and the opportunity to earn the City of Bellaire's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using our proprietary Extensible Automated Streaming Engine (EASE™) solution. EASE™ is a hands-free tool that eliminates the need for your staff members to index, edit, or time-stamp your video content. Each EASE™ package includes On-Demand Archiving, a 24/7 LIVE Stream via both internet and PEG, streaming to mobile devices, and up to 120 hours of additional specialty content each year.

The unique advantages of Swagit's sole-source **EASE™** solution include:

- Completely **hands-free** recording, uploading, and archiving
- **Hands-free** indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with any agenda management software
- Agenda integration with video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

Some of the distinctive advantages of Swagit's sole-source **Avior™** HD solution are:

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Sincerely,

Russell Towers
Account Manager
Swagit Productions, LLC
214-432-5905
rtowers@swagit.com
www.Swagit.com

EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution is a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, guaranteeing that you and your constituents are always connected. Swagit's network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant, giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments

OVERVIEW OF PROPOSED SOLUTION

Paperless Agenda and Voting

Swagit's **Agenda Management** offerings are web-based agenda software applications designed to simplify the agenda management process from start to finish. The simple, intuitive design makes creating agenda items fast and easy. Clerks and Agenda Managers are able to create, finalize and web publish their agendas within a single, affordable, easy-to-understand application. Council members, Board members and Commissioners can quickly and easily navigate the system to view agendas and supporting documentation – anywhere, anytime, with any device.

Swagit's EASE™ solution also integrates with all major non-Swagit Document/Agenda Management and Voting solutions.

EASE™ Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Swagit's EASE™ streaming appliances offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the internet through a high-speed connection, or to mobile devices. In addition, EASE™ appliances can record and archive all media for on-demand viewing.

Avior™ HD Broadcast System

Swagit's **Avior™ HD Broadcast System** is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live. Jurisdictions can instantly live-stream local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package.

Content Integration/ Migration

Archived video content can be transferred to Swagit servers for on-demand viewing.

AT&T U-verse™ Integration

Swagit's EASE™ streaming appliance is capable of creating a live U-verse®-compatible stream and can also simultaneously encode a video stream for internet distribution.

Note: Some features listed in this document may be system options or may require options not included in the provided pricing proposal.

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

■ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

■ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

■ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

■ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

■ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

■ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity); however, using Windows Media format may exclude iOS & Android users.

■ Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

■ Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

■ Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



EASE™ T Streaming Appliance

Video Capture, Encoding, and Streaming

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (e.g. AT&T U-verse®), over the internet through a highspeed connection, or to mobile devices. Furthermore, the unit can record and archive all media for on-demand viewing as well.

- ▶ Standard definition (SD) or High definition (HD) encoding unit includes software installation, system burn-in
- ▶ Software Licenses
- ▶ Video Capture Card with Simulstream
- ▶ Mini-Tower configuration
- ▶ Includes EASE™ Remote Video Indexing Kit, with Scheduler

** Price and hardware model are subject to change after 60 days without prior notice.*

Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.

Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with all existing A/V equipment
- Small footprint — equipment is self-contained on its own rack



Avior™ Broadcast System Diagram



Attachment: Swagit Proposal - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)

Hands-Free Broadcast Case Studies

▪ **Broadcast Case Study 1: Addison, Texas**

Addison's unique solution for a challenging problem was Swagit's hands-free broadcast system. The town faced three key problems: 1) they lacked staff resources to operate broadcasting and streaming equipment, 2) they did not have a PEG or other broadcasting station, and 3) they wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the Addison provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. By combining the remote broadcast system with Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast, and stream town meetings without the need for Addison broadcast staff. It is all done from Swagit's headquarters in Dallas, Texas.

Addison citizens expect the best and latest technology on their town's website. By adding the on-demand feature, Addison has improved its citizens' accessibility to videos of town council and planning commission meetings as well as agenda information for those public meetings.

▪ **Broadcast Case Study 2: Richardson, Texas**

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that was included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, www.cor.net.

The City contracted with Swagit Productions, LLC as their video streaming service provider. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," said Richardson's Chief Information Officer Steve Graves. "During the meetings, Swagit personnel operate them remotely from their facility and zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live webcast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live internet connection is lost, we have a saved copy that can be posted on our site," he said.

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's website, and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay broadcasts.

Visit <http://richardson.tx.swagit.com/play/09222009-48/0/> to view the City of Richardson's initial video press release that explains the service to their residents.

SERVICE DESCRIPTIONS

2nd Quarter 2018

Attachment: Swagit Proposal - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)

Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



AT&T U-verse® Integration

Seamless Compatibility

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480×480-pixel Windows Media VC-1 stream at 1.25Mbs. Swagit's EASE™ encoder is not only capable of creating a live U-Verse compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located in the Dallas, Texas metroplex, which allows them to work together for the betterment of government transparency. This partnership, in conjunction with Swagit's hands-free streaming solutions, helps increase accessibility of government programming.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for online video on-demand service since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



■ Implementation & Training

Once Swagit receives two signed original agreements, you'll hear from Swagit's team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete your installation (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

■ Phase 1 - Hardware Provisioning/Development

- ▶ Hardware ordered (out of stock items may impact delivery)
- ▶ Hardware assembled by Swagit engineers
- ▶ Operating system installed and configured per installation
- ▶ Swagit EASE™ streaming appliance software installed
- ▶ System burn-in testing conducted under fail-test load
- ▶ Hardware sign-off by Swagit
- ▶ Welcome packet information (meeting schedule, IP info, etc.) returned to Swagit

■ Phase 2 – Web Element Design

- ▶ Video library and player designed by Swagit in consultation with Client
- ▶ Linking instructions provided to Client Webmaster/IT
- ▶ Design sign-off by Client

■ Phase 3 – Deployment/Implementation

- ▶ Assembled hardware shipped
- ▶ Remote configuration and testing of audio/video feed quality by Swagit
- ▶ Confirmation of correct video library linking and integration with Client's website
- ▶ Installation sign-off by Swagit

■ Phase 4 - Acceptance Testing

- ▶ Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- ▶ Final signoff by Client and fulfillment of purchase order

■ Deliverables

- ▶ Installation checklist
- ▶ Configuration, testing and installation of Swagit EASE™ streaming appliance
- ▶ Secure FTP account for pre-edited digital content
- ▶ Customized video library
- ▶ Customized video player
- ▶ Monthly usage statistics

If your service package includes client-controlled indexing, Swagit will provide remote training to teach your staff how to index meeting videos as well as how to include links to attachments. No additional training is necessary; Swagit's service is hands-free.

Project Schedule / Timeline

Activity	Start Date	Completion
Phase 1 - Hardware Provisioning / Development	Immediately upon receipt of signed agreements	2-4 weeks
Phase 2 – Web Element Design	Immediately upon receipt of information requested in welcome packet	
Phase 2a – Content Conversion & Migration	Upon receipt of file content	One month per year of content
Phase 3 – Deployment & Implementation	Hardware Deployment: Upon Client’s receipt of hardware Software Deployment: Dependent upon Client availability for training	Hardware: Upon Client installation of encoder (plug-play installation) Software: Dependent upon Client training completion
Phase 4 - Acceptance Testing	Dependent upon previous phases	Dependent upon previous phases
Completion of Project	Dependent upon completion of Phases 1-4	Dependent upon completion of Phases 1-4

■ Warranties and Support

Swagit offers onsite installation, configuration, and training.

Swagit's EASE™ streaming appliance has a full 3-year warranty; cameras and other broadcast equipment have a limited 1-year warranty.

Our team is dedicated to providing you with the best answer to any of your questions. Beyond our proactive monitoring and response, Swagit provides ongoing, 24/7 technical support for any issues our clients may encounter.

While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

■ Efficient Video Streaming Delivery

The Swagit EASE™ streaming appliance sends a single stream from your network to the Swagit CDN as well as to an internal stream reflector.

External internet users are served from Swagit's Content Delivery Network (CDN) POPs. This way there is no additional burden to your network, no matter how many external users are watching meetings simultaneously.

Internal users are directed to an internal stream reflector to view content and are not dependent on working internet connectivity. Internal users may be served a lower quality stream to further conserve the intranet's network resources.

COST SUMMARY

TIPS CONTRACT # 160901

Avior™ plus EASE™ with Monthly Managed Services

Attachment: Swagit Proposal - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)

Hardware, Licenses, Setup, and Support Services			
Item & Description	Quantity	Up-Front Cost	
EASE™ T Streaming Appliance <ul style="list-style-type: none"> Standard definition (SD) or High definition (HD) encoding unit includes software installation, system burn-in Software Licenses Video Capture Card with Simulstream Mini-Tower configuration 	1	\$ 4,450.00	
Avior™ HD - Three (3) camera setup	1	\$ 38,565.00	
Content Integration / Migration – 1 year of content = \$600.00	6	\$ 3,600.00	
AT&T U-verse Setup and Activation Fee	1	\$ 425.00	
Total One-Time Cost:			\$ 47,040.00
Yearly Managed Service Package			
Item & Description	Monthly Rate	Quantity	Yearly Cost
Avior™ + EASE™ 75 <ul style="list-style-type: none"> Up to 75 indexed and remotely switched meetings per year Up to 120 hours per year of specialty content 24/7 Live Stream (mirrored to U-Verse) 	\$ 1,475.00	12	\$ 17,700.00
Social Media eXstream <ul style="list-style-type: none"> Additionally, Stream to Facebook Live or YouTube Live 	\$ 125.00	12	\$ 1,500.00
Total Yearly Cost:			\$ 19,200.00
Proposed Total Costs			
Total One-Time Cost:			\$ 47,040.00
Total Yearly Cost:			\$ 19,200.00
TOTAL YEAR-ONE COST:			\$ 66,240.00
Package Overages			
Item & Description	Cost		
Additional Indexed and On-Demand Meetings (cost per meeting)	\$ 150.00		
Remote Switching (cost per event) <ul style="list-style-type: none"> Must have approved broadcast system(s) and reliable internet connection. Up to 6hr event 	\$ 175.00		

Price and hardware model are subject to change after 60 days without prior notice.

We offer a Price Match Guarantee for all services that are equivalent in class, features and performance.



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
 Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: The City of Bellaire, Texas

Patrice Baltuskonis (pbaltuskonis@bellairetx.gov)

Created Date: 7/30/2018

Valid for 60 days

TIPS Contract #160901

COST FY 2017-2018 – Hardware, Licenses, Setup, and Support Services

Item & Description	Qty	Rate	Yearly Cost
Avior™ HD – Three (3) Camera Setup <ul style="list-style-type: none"> 3 HD PTZ Cameras, 3 Camera Power Connectors, 3 Camera Mounts, 4 Sony - Visca DS-Cables, 2 EASE™ C Encoding Appliance, BM Studio HD Live Production Switcher with Multi-View Monitor, BM HyperDeck Studio Mini with SD cards, Mini Converter SDI Distribution and Bi-Directional HDMI, Avior™ Control Software, PDU Remote Power Switch and Management including Battery Backup, Control Monitors (comes as pair for rack mount; sub required for non-Swagit rack), Presentation Converter/Scaler, Cables, Connectors, Converters, 16U Rack, Rack Shelving and Hardware necessary for installation, CG for Video Graphics/Titles Overlay, Labor required for install 	1	\$ 38,565.00	\$ 38,565.00
EASE T Streaming Appliance <ul style="list-style-type: none"> Standard definition (SD) or High definition (HD) encoding unit includes software installation, system burn-in Software Licenses Video Capture Card with Simulstream Mini-Tower configuration 	1	\$ 4,450.00	\$ 4,450.00
Content Integration/Migration from Previous Vendor <ul style="list-style-type: none"> 6 Years of Content of Content to Migrate 	6	\$ 600.00	\$ 3,600.00
AT&T U-Verse Setup and Activation Fee	1	\$ 425.00	\$ 425.00
Total Upfront Cost:			\$ 47,040.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

Attachment: Swagit Quote - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SIGNATURE & DATE _____

CONTACT NAME _____

PHONE NUMBER _____

Attachment: Swagit Quote - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
 Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: The City of Bellaire, Texas

Patrice Baltuskonis (pbaltuskonis@bellairetx.gov)

Created Date: 7/30/2018

Valid for 60 days

TIPS Contract #160901

COST FY 2017-2018 – Yearly Managed Services

Item & Description	Quantity	Rate	Yearly Cost
Content Delivery Package: AVIOR™/EASE™ <ul style="list-style-type: none"> Up to 75 indexed and remotely switched meetings per year Up to 120 hours of specialty content per year 24/7 Live Stream (mirrored to U-Verse) 	12	\$ 1,475.00	\$ 17,700.00
Social Media eXstream <ul style="list-style-type: none"> Additionally, Stream to Facebook Live or YouTube Live 	12	\$ 125.00	\$ 1,500.00
Total Yearly Cost:			\$ 19,200.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

CONTACT NAME _____

PHONE NUMBER _____

Attachment: Swagit Quote - Bellaire TX - 8-13-18 CC Meeting (2630 : Swagit)

City of Bellaire

ORDINANCE NO. 18-_____

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, AN AGREEMENT FOR VIDEO STREAMING SERVICES WITH SWAGIT PRODUCTIONS, LLC, FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR AND MANAGEMENT OF VIDEO RECORDING AND STREAMING SERVICES FOR THE MUNICIPAL FACILITIES PROJECT IN AN AMOUNT NOT TO EXCEED \$66,240.00.

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

THAT the City Manager and the City Clerk of the City of Bellaire, Texas are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, an Agreement For Video Streaming Services, in a form as attached hereto and marked Exhibit "A," with Swagit Productions, LLC, for the purchase and installation of equipment for and management of video recording and streaming services for the Municipal Facilities Project in an amount not to exceed \$66,240.00.

PASSED, ADOPTED and APPROVED this 13th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Swagit Production - 8-13-18 CC meeting (00198278xD8318) (2630 : Swagit)

EXHIBIT "A"

Attachment: Swagit Production - 8-13-18 CC meeting (00198278xD8318) (2630 : Swagit)

AGREEMENT FOR VIDEO STREAMING SERVICES

CITY OF BELLAIRE and SWAGIT PRODUCTIONS, LLC

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Bellaire, Texas ("City"), a municipal corporation with offices at 7008 S. Rice Avenue, Bellaire, Texas 77401, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 N. Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

Attachment: Swagit Agreement (00198180-2xD8318) (2630 : Swagit)

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the City:

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.
- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by the Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Bellaire's Council Chambers located at City Hall, 7008 S. Rice Avenue, Bellaire, Texas 77401 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:
 - (a) A one-time charge not to exceed:
 - (i) **Twelve Thousand Seven Hundred Twenty-Five and No/100 Dollars** (\$12,725.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation, U-verse setup and Content Migration) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and
 - (ii) **Thirty-Four Thousand Three Hundred Fifteen and No/100 Dollars** (\$34,315.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "*Avior Broadcast System*"); and
 - (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **One Thousand Six Hundred and No/100 Dollars** (\$1,600.00) for on-demand streaming, live video streaming, social media eXstream and remote switching (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").
- 2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance

thereof by the City, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$17,157.50) shall be due and payable not later than fifteen (15) days following the date Agreement has been signed by both parties.

- (b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the City.
- (c) Except as set forth herein, payments will be processed on a monthly basis (the City may elect annual basis) with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.
- (d) Should the City fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.

- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.
- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*") at the Site described in Section 1.2, above.

- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized Representative: To Provider:

Patrice Baltuskonis
Director of Information Technology
City of Bellaire
7008 S. Rice Avenue
Bellaire, TX 77401
(713) 662-8262

David Owusu
Director of Streaming
Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, Texas 75243
(800) 573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Texas and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least

as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

 (This coverage must be amended to provide for an each-project aggregate limit of insurance)

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3. Professional Liability \$1,000,000

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Bellaire, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The City of Bellaire, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
 8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Bellaire.
 9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Bellaire, Texas of any material change in the insurance coverage.
 10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
 11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
 12. Provider's insurance policy, whether through professional liability, commercial general liability or other liability insurance in an amount no less than \$1,000,000, shall provide for coverage of liability resulting from a data breach.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:
- Patrice Baltuskonis**
Director of Information Technology
City of Bellaire
7008 S. Rice Avenue
Bellaire, TX 77401
- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect

Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Bellaire.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Patrice Baltuskonis, Director of Information Technology, City of Bellaire, 7008 S. Rice Avenue, Bellaire, TX 77401.** The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.

- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

- 7.1.1 Any material misrepresentation made by Provider to the City;
- 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
 - 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
 - 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
 - 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
 - 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
 - 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
 - 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
 - 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this Agreement.

- 7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:
 - 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
 - 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
 - 7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Harris County, Texas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.

8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

- 8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be subcontracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal,

contractual or other relationship between the City and any subcontractor or sub-subcontractor.

- 8.11 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.14 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.
- 8.15 Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the Provider hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 8.16 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Provider represents and certifies that, at the time of execution of this Agreement neither the Provider, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Provider's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

City of Bellaire

Swagit Productions, LLC

Paul A. Hofmann, City Manager

Bryan R. Halley, President

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:

Attachment: Swagit Agreement (00198180-2xD8318) (2630 : Swagit)

EXHIBIT A

SCOPE OF SERVICES

Attachment: Swagit Agreement (00198180-2xD8318) (2630 : Swagit)

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 and Flash streaming video formats. These formats have proven themselves as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

• Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

• Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

• Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$12,725.00
Swagit EASE T Encoder: SDI, HDMI, DVI-D, Component, Composite, S-video Video; Embedded SDI, HDMI, Balanced (mini XLR), Unbalanced Audio; 3.7"x11.4"x11.5" SFF chassis; 180W up to 85% efficient Power Supply; Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W); 8GB (2x4GB) 2400MHz DDR4 Memory; 8x DVD+/-RW 9.5mm Optical Disk Drive; 3.5 inch 500GB 7200rpm Hard Disk Drive; Windows 10 Pro 64bit; EASE™ Software Tools, System Burn-in, Branded Video Library Design, Branded Player Design, 7 Years of Content Migration, AT&T U-verse Setup and Activation, Remote Installation, and a 3-Year Full System Warranty.		

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 3: Up To 75 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Social Media eXstream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$1,600.00
With Remote Switching Included (Up To 75 Meetings per year)	

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Programming, Development or Design Implementation	\$120.00/hour
Each Additional Remotely Switched Meeting or Event	\$175.00

Broadcast System- Avior



Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Investment – Avior Broadcast System

QTY	Item Description	Price
3	HD PTZ Camera	
3	Camera Power Connectors	
3	Camera Mounts	
4	Sony- EVI DS-Cable- to daisy chain cameras	
2	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$34,315.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM

Department: Public Works

Category: Contract

Department Head: Michael Leech

DOC ID: 2631

SCHEDULED**ORDINANCE (ID # 2631)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with RAC Industries, LLC, for the provision of any and all services, materials, incidentals, and equipment necessary for the construction of the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalks project in an amount not to exceed \$3,538,894.00 – Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The locations identified in the Group B Phase 1 Streets, Drainage and Sidewalks project were originally designed in the previous bond program, Rebuild Bellaire. The design included a two year storm sewer upgrade, a street reconstruction and sidewalks on at least one side of the street. During the bidding phase, the bids came in much higher than anticipated and this caused several blocks to be omitted from construction. The locations that were removed included:

- 4900 - 5000 blocks of Imperial Street (Including Water)
- 4700 block of Linden Street
- 4900 - 5000 block of Mayfair Street
- 4700 block of Willow Street

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election where \$20 million for streets, drainage and sidewalk projects, and \$11 million for waterlines was approved. Since the above locations were eliminated from the previous bond program, they were recommended with this bond program. In March of 2018, HDR, Inc. (HDR) was selected to update their original design, add a waterline on the 4900 - 5000 blocks of Imperial, and to provide construction administration for this project. During roadway construction, methods will be used to reduce the impact to the large live oaks on the 4900 - 5000 blocks of Linden Street and Willow Street.

There have been no objections to sidewalks brought to our attention for this project.

On July 12, 2018, seven (7) firms submitted bids for this project with a range of \$3,538,894 to \$5,225,162.50. The lowest bid is around \$430,000 lower than the engineer's construction estimate. A thorough evaluation was performed on the lowest responsible bidder, RAC Industries, LLC (RAC). Although the City of Bellaire has not awarded a construction contract to RAC before, their list of references and supporting documentation has determined they have successfully completed similar work for other municipalities. Many of the personnel with their company have worked with the design engineer and construction manager on similar projects in the past under a previous construction company called Metro City Construction.

RAC is also the lowest responsible bidder on the Group Phase I Sidewalks project. Since these projects have similar construction schedules the contractor will be required to have separate crews for these projects. RAC Industries, LLC is recommended for this project.

Previous Council Action Summary:

On December 19, 2016, the City Council approved issuing \$33,460,000 General Obligation Bonds. An allocation of this issuance will begin funding the street, drainage and sidewalk projects.

On January 23, 2017, City Council approved the sale of the \$33,460,000 General Obligation Bonds, where \$1,000,000 was allocated to streets, drainage and sidewalk projects and \$500,000 was allocated to waterlines.

On February 20, 2017, the City Council was presented with a master schedule for the Bonds for Better Bellaire 2016 bond program.

On March 20, 2017, the City Council approved the City Manager to enter into negotiations with HDR, Inc for engineering design and construction administration services for the Bonds for Better Bellaire 2016 Group B Phase I Streets, Drainage and Sidewalks project in an amount not to exceed \$65,000.

On March 20, 2017, the City Council approved a contract with ARKK Engineers, LLC for third party plan services for the Bonds for Better Bellaire 2016 Street and Drainage projects Group B Phase 1 and Group C Phase 2 and Sidewalk Project Group D Phase 1 in an amount not to exceed \$62,000.

On July 10, 2017 City Council approved the sale of the \$11,580,000 General Obligation Bonds, where \$6,000,000 was allocated to streets, drainage and sidewalk projects and \$3,000,000 was allocated to waterlines.

Fiscal Impact:

The Group B Phase 1 Street, Drainage and Sidewalk project bid amount of \$3,538,894 will be funded from prior Bonds for Better Bellaire 2016 bond sales for streets, drainage and sidewalk projects and waterlines projects.

City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval to award RAC Industries, LLC for a construction contract for the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalk project in an amount not to exceed \$3,538,894.

NOTE: The general specifications and contract documents for this project are not included in the agenda packet due to its voluminous size. These documents are available for review at City Hall and/or copies will be made available upon request.

ATTACHMENTS:

- 17-043 BBB Group B, Phase I Recommendation Letter (PDF)
- Construction_B1 Streets Drainage and Sidewalks_ Ordinance_RAC Industries.._ (DOCX)
- Construction_B1 Standard Form of Agreement_RAC INDUSTRIES (DOC)
- BBB 2016_Streets Drainage Sidewalk (PDF)



July 20, 2018

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

**Re: Letter of Recommendation for Project Award
Bonds for Better Bellaire 2016 Group B, Phase I
Streets, Drainage and Sidewalk Improvements
City of Bellaire Bid No. 18-009 / HDR Job No. 17-043**

Dear Mr. Leech:

On July 12, 2018, the seven (7) firms listed below submitted bids on the above referenced project. Each bid was checked for mathematical errors and/or bid irregularities. There were two mathematical errors found and corrected in the bid tab. Such mathematical errors do not affect the outcome of the low bidder. HDR Engineering, Inc. (HDR) conducted research on the qualifications of the lowest responsive bidder, RAC Industries, LLC (RAC). The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Seven (7) construction firms submitted qualified bids. The bid totals for the project are as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
RAC Industries, LLC	\$3,538,894.00
DVL Enterprises, LLC	\$3,887,015.00
AAA Asphalt Paving, Inc.	\$3,961,899.80
Main Lane Industries, Ltd.	\$4,444,871.50
Total Contracting Limited	\$4,528,187.50
Reytec Construction Resources, Inc.	\$4,731,599.00
Conrad Construction Co., Ltd.	\$5,225,162.50

The Engineer's Estimate of Probable Construction Cost for this project was \$3,974,286.50. A copy of the bid tabulation is included in Section 1 of this letter.

2. Bid Bond – RAC provided a bid bond through an "A" (Excellent) rated bonding company as of December 22, 2017. The rating was provided by AM Best Rating Company. A copy of the bid bond and company rating is included in Section 2 of this letter.
3. Financial Statement – RAC provided a balanced Financial Statement with the bid. A copy of the financial statement is included in Section 3 of this letter.

4. Qualifications – RAC provided a Qualification Information Package (QIP) which included information on the Company's upper management, bidding capacity, completed and working projects, subcontractors, and personnel resumes. A copy of the provided QIP is included in Section 4 of this letter.

HDR has previously worked with the company president, Raul Chapa, and other personnel of RAC when they were with Metro City Construction. The construction supervision and project management team of RAC has satisfactorily completed paving and drainage improvements in other high end residential communities such as the City of West University Place and the City of Piney Point Village.

RAC Industries, LLC is also the apparent low bidder for the City of Bellaire's Group D, Phase I Sidewalk Improvements Project. HDR has notified RAC that both of these projects, if awarded to them, would require separate crews and equipment and be completed within the established contract time for each project. Mr. Raul Chapa has stated to HDR that separate crews and equipment will be utilized for each project.

5. Telephone Conversations with References – Various additional references were contacted by telephone and asked to respond to a series of questions concerning the overall performance and quality of work performed by RAC. Generally, they were very satisfied with the work RAC had performed and would use them again in the future. A copy of the reference calls is included in Section 5 of this letter.

Based on the information presented above, RAC Industries, LLC appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. HDR therefore recommends that the City of Bellaire award the Bonds for Better Bellaire 2016 Group B, Phase I Streets, Drainage and Sidewalk Improvements project to RAC Industries, LLC for the Total Bid Amount of \$3,538,894.00.

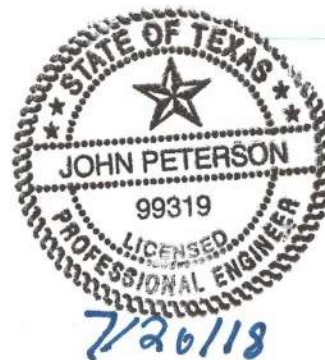
If you have any questions, please do not hesitate to contact me at (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

John Peterson

John Peterson
Project Manager



Section 1

Bid Tabulation

Bonds for Better Bellaire 2016 Group B, Phase 1
Streets, Drainage Sidewalk Improvements

				LOW BIDDER													
				RAC Industries, LLC		DVL Enterprises, LLC		AAA Asphalt Paving, Inc.		Main Lane Industries, Ltd.		Total Contracting Limited		Reytec Construction Resources, Inc		Conrad Construction Co., Ltd.	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
Paving Items																	
1	7" Reinforced Concrete Pavement (Including removal of existing pavement, all thicknesses), complete in place, the sum of	SY	12,500	\$ 51.00	\$637,500.00	\$ 50.00	\$625,000.00	\$ 47.30	\$591,250.00	\$ 67.00	\$837,500.00	\$ 55.00	\$687,500.00	\$ 68.00	\$850,000.00	\$ 65.00	\$812,500.00
2	12" Lime Stabilized Subgrade, including excavation or fill to grade, mixing and compaction, complete in place, the sum of	SY	14,200	\$ 5.00	\$71,000.00	\$ 4.00	\$56,800.00	\$ 6.38	\$90,596.00	\$ 6.00	\$85,200.00	\$ 7.00	\$99,400.00	\$ 15.00	\$213,000.00	\$ 26.00	\$369,200.00
3	Lime Slurry, hydrated lime or quicklime (8% by weight), complete in place, the sum of	TON	570	\$ 130.00	\$74,100.00	\$ 175.00	\$99,750.00	\$ 208.29	\$118,725.30	\$ 160.00	\$91,200.00	\$ 175.00	\$99,750.00	\$ 160.00	\$91,200.00	\$ 180.00	\$102,600.00
4	6" monolithic or doweled on curb, complete in place, the sum of	LF	6,000	\$ 2.80	\$16,800.00	\$ 3.00	\$18,000.00	\$ 3.95	\$23,700.00	\$ 6.00	\$36,000.00	\$ 5.00	\$30,000.00	\$ 4.00	\$24,000.00	\$ 4.00	\$24,000.00
5	Pavement Transition on Mayfair Street, including all pavement items per the detail in the plans, complete in place, the sum of	SY	50	\$ 130.00	\$6,500.00	\$ 100.00	\$5,000.00	\$ 10.00	\$500.00	\$ 250.00	\$12,500.00	\$ 65.00	\$3,250.00	\$ 140.00	\$7,000.00	\$ 225.00	\$11,250.00
6	13" Fast Track Concrete Pavement w/3" HMAc overlay at TXDOT R.O.W., including 6" curb, dowels to tie into existing pavement, complete in place, the	SY	300	\$ 140.00	\$42,000.00	\$ 150.00	\$45,000.00	\$ 175.00	\$52,500.00	\$ 170.00	\$51,000.00	\$ 150.00	\$45,000.00	\$ 175.00	\$52,500.00	\$ 225.00	\$67,500.00
7	Utility Trench Pavement Repair at First Street Intersection, including cement stabilized sand backfill and 8" black base per details in the plans, complete in	SY	150	\$ 140.00	\$21,000.00	\$ 120.00	\$18,000.00	\$ 85.00	\$12,750.00	\$ 120.00	\$18,000.00	\$ 120.00	\$18,000.00	\$ 50.00	\$7,500.00	\$ 75.00	\$11,250.00
8	Mill and Overlay 2" HMAc Pavement, complete in place, the sum of	SY	475	\$ 38.00	\$18,050.00	\$ 40.00	\$19,000.00	\$ 35.00	\$16,625.00	\$ 22.00	\$10,450.00	\$ 8.00	\$3,800.00	\$ 21.00	\$9,975.00	\$ 45.00	\$21,375.00
9	Remove and replace concrete driveway, including sawcutting, curb transition, reinforcement and 6" stabilized subgrade, match existing driveway material,	SY	2,400	\$ 90.00	\$216,000.00	\$ 90.00	\$216,000.00	\$ 115.00	\$276,000.00	\$ 91.00	\$218,400.00	\$ 70.00	\$168,000.00	\$ 90.00	\$216,000.00	\$ 90.00	\$216,000.00
10	Additional allowance to match existing decorative driveway and/or sidewalk material, color, texture, pattern, complete in place, the sum of	SY	450	\$ 90.00	\$40,500.00	\$ 30.00	\$13,500.00	\$ 135.00	\$60,750.00	\$ 50.00	\$22,500.00	\$ 50.00	\$22,500.00	\$ 45.00	\$20,250.00	\$ 50.00	\$22,500.00
11	Remove and replace decorative tile walkway and stained driveway at 4707 Willow Street, including necessary material, color, texture and pattern to match	SY	40	\$ 250.00	\$10,000.00	\$ 200.00	\$8,000.00	\$ 200.00	\$8,000.00	\$ 150.00	\$6,000.00	\$ 150.00	\$6,000.00	\$ 120.00	\$4,800.00	\$ 150.00	\$6,000.00
12	Remove and replace existing concrete sidewalk, including sawcutting, reinforcement and 6" subgrade, match existing material, complete in place, the	SF	20,900	\$ 11.00	\$229,900.00	\$ 7.00	\$146,300.00	\$ 10.55	\$220,495.00	\$ 10.00	\$209,000.00	\$ 8.00	\$167,200.00	\$ 8.00	\$167,200.00	\$ 10.00	\$209,000.00
13	New concrete sidewalk, including, reinforcement and 6" subgrade, complete in place, the sum of	SF	4,600	\$ 9.50	\$43,700.00	\$ 6.50	\$29,900.00	\$ 8.75	\$40,250.00	\$ 9.50	\$43,700.00	\$ 8.00	\$36,800.00	\$ 7.00	\$32,200.00	\$ 9.00	\$41,400.00
14	Wheelchair ramp, including warning pavers, sawcutting, removal of existing pavement, reinforcing, and subgrade, complete in place, the sum of	EA	10	\$ 1,200.00	\$12,000.00	\$ 2,500.00	\$25,000.00	\$ 1,250.00	\$12,500.00	\$ 2,200.00	\$22,000.00	\$ 1,500.00	\$15,000.00	\$ 1,700.00	\$17,000.00	\$ 2,000.00	\$20,000.00
15	Concrete pavement header, complete in place, the sum of	LF	400	\$ 7.30	\$2,920.00	\$ 10.00	\$4,000.00	\$ 10.00	\$4,000.00	\$ 9.00	\$3,600.00	\$ 50.00	\$20,000.00	\$ 20.00	\$8,000.00	\$ 15.00	\$6,000.00
16	Removal of existing signs and replacement with new posts and new signs per City of Bellaire Standards, complete in place, the sum of	EA	15	\$ 450.00	\$6,750.00	\$ 300.00	\$4,500.00	\$ 325.00	\$4,875.00	\$ 300.00	\$4,500.00	\$ 700.00	\$10,500.00	\$ 450.00	\$6,750.00	\$ 650.00	\$9,750.00
17	City Project Identification Sign per the detail in the plans, complete in place the sum of	EA	8	\$ 800.00	\$6,400.00	\$ 1,500.00	\$12,000.00	\$ 800.00	\$6,400.00	\$ 600.00	\$4,800.00	\$ 1,000.00	\$8,000.00	\$ 620.00	\$4,960.00	\$ 500.00	\$4,000.00
18	12" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	300	\$ 6.00	\$1,800.00	\$ 7.00	\$2,100.00	\$ 8.00	\$2,400.00	\$ 3.25	\$975.00	\$ 15.00	\$4,500.00	\$ 6.00	\$1,800.00	\$ 15.00	\$4,500.00
19	24" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	50	\$ 8.00	\$400.00	\$ 10.00	\$500.00	\$ 15.00	\$750.00	\$ 7.25	\$362.50	\$ 20.00	\$1,000.00	\$ 16.00	\$800.00	\$ 20.00	\$1,000.00
20	Final ROW grading, including sod and select fill, adjusting meters, valve boxes, inlets or any other item in the ROW, complete in place, the sum of	STA	50	\$ 710.00	\$35,500.00	\$ 2,000.00	\$100,000.00	\$ 1,500.00	\$75,000.00	\$ 1,500.00	\$75,000.00	\$ 2,500.00	\$125,000.00	\$ 2,700.00	\$135,000.00	\$ 1,750.00	\$87,500.00
21	Traffic control, including signs, flaggers, barrels, temporary striping, removal of existing striping, traffic control devices, two (2) DMS signs and any other items	LS	1	\$ 80,000.00	\$80,000.00	\$ 150,000.00	\$150,000.00	\$ 50,000.00	\$50,000.00	\$ 65,000.00	\$65,000.00	\$ 400,000.00	\$400,000.00	\$ 220,000.00	\$220,000.00	\$ 515,000.00	\$515,000.00
22	Installation of 2" PVC Sch 40 or Sch 80 pipe for street light conduit on Imperial and Mayfair per CenterPoint Energy Specifications, Details and Contract	LF	2,150	\$ 15.00	\$32,250.00	\$ 15.00	\$32,250.00	\$ 20.00	\$43,000.00	\$ 16.50	\$35,475.00	\$ 20.00	\$43,000.00	\$ 17.00	\$36,550.00	\$ 15.00	\$32,250.00
23	Cash allowance for CenterPoint Energy to pull new street light cables on Imperial and Mayfair, complete in place, the sum of	CA	1	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$8,000.00
24	Zero curb cutback on Linden and Willow, including extra steel, forming and vapor barrier if required, as shown in the tree protection schedule and details,	LF	2,100	\$ 12.00	\$25,200.00	\$ 10.00	\$21,000.00	\$ 45.00	\$94,500.00	\$ 10.00	\$21,000.00	\$ 15.00	\$31,500.00	\$ 24.00	\$50,400.00	\$ 15.00	\$31,500.00
25	Root pruning and placement of a vapor barrier on Imperial and Mayfair, as shown in the tree protection schedule and details, and as approved by the City	LF	320	\$ 8.30	\$2,656.00	\$ 15.00	\$4,800.00	\$ 12.00	\$3,840.00	\$ 7.00	\$2,240.00	\$ 15.00	\$4,800.00	\$ 16.00	\$5,120.00	\$ 25.00	\$8,000.00
26	Root pruning and placement of a vapor barrier at zero curb cut back on Linden and Willow, as shown in the tree protection schedule and details, and as	LF	2,150	\$ 14.00	\$30,100.00	\$ 10.00	\$21,500.00	\$ 24.00	\$51,600.00	\$ 20.00	\$43,000.00	\$ 30.00	\$64,500.00	\$ 56.00	\$120,400.00	\$ 50.00	\$107,500.00
27	Removal of existing tree, less than or equal to 12" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester,	EA	10	\$ 500.00	\$5,000.00	\$ 300.00	\$3,000.00	\$ 275.00	\$2,750.00	\$ 500.00	\$5,000.00	\$ 500.00	\$5,000.00	\$ 850.00	\$8,500.00	\$ 750.00	\$7,500.00
28	Removal of existing tree, greater than 12" diameter and less than or equal to 24" diameter, as shown in the tree protection schedule, and as approved by	EA	10	\$ 800.00	\$8,000.00	\$ 900.00	\$9,000.00	\$ 1,200.00	\$12,000.00	\$ 750.00	\$7,500.00	\$ 1,000.00	\$10,000.00	\$ 1,000.00	\$10,000.00	\$ 1,000.00	\$10,000.00
29	Removal of existing tree, greater than 24" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester,	EA	5	\$ 2,500.00	\$12,500.00	\$ 1,000.00	\$5,000.00	\$ 1,750.00	\$8,750.00	\$ 1,000.00	\$5,000.00	\$ 2,800.00	\$14,000.00	\$ 2,200.00	\$11,000.00	\$ 2,750.00	\$13,750.00
30	Tree protection fencing, complete in place, the sum of	LF	3,600	\$ 3.00	\$10,800.00	\$ 2.00	\$7,200.00	\$ 4.95	\$17,820.00	\$ 4.00	\$14,400.00	\$ 2.00	\$7,200.00	\$ 4.00	\$14,400.00	\$ 6.00	\$21,600.00
31	Install checkerplate sidewalk for tree protection per detail in plans, complete in place, the sum of:	SF	600	\$ 68.00	\$40,800.00	\$ 20.00	\$12,000.00	\$ 25.00	\$15,000.00	\$ 55.00	\$33,000.00	\$ 45.00	\$27,000.00	\$ 50.00	\$30,000.00	\$ 50.00	\$30,000.00
32	Tree and Plant Protection and Maintenance to be provided by a certified arborist, including clearance pruning, crown reducing dying ends or crown thin	LS	1	\$ 121,700.00	\$121,700.00	\$ 70,000.00	\$70,000.00	\$ 55,000.00	\$55,000.00	\$ 60,000.00	\$60,000.00	\$ 100,000.00	\$100,000.00	\$ 48,000.00	\$48,000.00	\$ 50,000.00	\$50,000.00
33	Inlet protection barrier for Stage II inlets and existing inlets, gravel bags or erosion control logs, including repair, replacement and removal of sediment,	EA	65	\$ 50.00	\$3,250.00	\$ 10.00	\$650.00	\$ 100.00	\$6,500.00	\$ 75.00	\$4,875.00	\$ 50.00	\$3,250.00	\$ 120.00	\$7,800.00	\$ 150.00	\$9,750.00
34	Abandon storm or sanitary sewer manhole, complete in place, the sum of	EA	7	\$ 610.00	\$4,270.00	\$ 1,500.00	\$10,500.00	\$ 750.00	\$5,250.00	\$ 430.00	\$3,010.00	\$ 1,000.00	\$7,000.00	\$ 1,600.00	\$11,200.00	\$ 1,250.00	\$8,750.00
35	Adjust storm or sanitary sewer manhole to grade, using new manhole rings and covers, and if required, new manhole top/cone sections, including removal	EA	13	\$ 530.00	\$6,890.00	\$ 1,200.00	\$15,600.00	\$ 1,125.00	\$14,625.00	\$ 600.00	\$7,800.00	\$ 1,000.00	\$13,000.00	\$ 1,700.00	\$22,100.00	\$ 1,250.00	\$16,250.00
Total Paving Items:					\$1,884,236.00		\$1,818,850.00		\$2,006,701.30		\$2,067,987.50		\$2,309,450.00		\$2,473,405.00		\$2,917,175.00
Drainage Items																	
36	Removal of existing pipe culverts and sewers, 24" or smaller, including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	1,473.00	\$ 16.00	\$23,568.00	\$ 20.00	\$29,460.00	\$ 17.00	\$25,041.00	\$ 20.00	\$29,460.00	\$ 10.00	\$14,730.00	\$ 19.00	\$27,987.00	\$ 20.00	\$29,460.00
37	Removal of existing pipe culverts and sewers, larger than 24", including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	348.00	\$ 20.00	\$6,960.00	\$ 20.00	\$6,960.00	\$ 21.00	\$7,308.00	\$ 28.00	\$9,744.00	\$ 10.00	\$3,480.00	\$ 21.00	\$7,308.00	\$ 35.00	\$12,180.00
38	Remove and replace yard drain with 4" PVC Sch 40 pipe to tie into inlet or through curb, all depths, including all connections, fittings and cleanout, complete in place, the sum of	LF	1,385.00	\$ 18.00	\$24,930.00	\$ 30.00	\$41,550.00	\$ 30.00	\$41,550.00	\$ 38.00	\$52,630.00	\$ 25.00	\$34,625.00	\$ 23.00	\$31,855.00	\$ 40.00	\$55,400.00
39	Remove and replace yard drain with 6" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, fittings and fittings, complete in place, the sum of	LF	278.00	\$ 25.00	\$6,950.00	\$ 35.00	\$9,730.00	\$ 35.00	\$9,730.00	\$ 40.00	\$11,120.00	\$ 30.00	\$8,340.00	\$ 31.00	\$8,618.00	\$ 60.00	\$16,680.00

Section 2

Bid Bond & A.M. Best Rating

City of Bellaire

Bonds for Better Bellaire 2016 Group B, Phase I Streets, Drainage & Sidewalk ImprovementsBID BOND

STATE OF TEXAS

SURETY'S NO. N/ACOUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS that RAC Industries, LLC
 (hereinafter called the "Principal"), as Principal, and The Guarantee Company of North America USA,
 (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Bellaire,
 Texas (hereinafter called the "Obligee"), in the amount of TEN Percent of Amount Bid
 Dollars (\$ 10% AMT. BID), for the
 payment whereof the said Principal and Surety bind themselves and their heirs, administrators,
 executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written
 Contract with the Obligee to BID NO. 18-009 Bonds for Better Bellaire 2016 Group B, Phase I
Streets, Drainage & Sidewalk Improvements

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

City of Bellaire

Bonds for Better Bellaire 2016 Group B, Phase I Streets, Drainage & Sidewalk Improvements

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 \$1,200.00 for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

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

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

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

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

Enclosed with this proposal is a cashier's check or certified check for _____

Dollars (\$ _____) or a bid bond in the sum of TEN Percent of Amount Bid
 _____ (\$ 10% AMT. BID),

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.

City of Bellaire

Bonds for Better Bellaire 2016 Group B, Phase I Streets, Drainage & Sidewalk Improvements

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

RAC Industries, LLC

Bidder

By: Ted Labuzan

Signature

Type or Print:

Bidder's Name:

RAC INDUSTRIES LLC

Bidder's Address:

2512 Cocoa Lane

Pasadena, Texas 77502

Name of Person

TED LABUZAN

Signing:

Ted Labuzan

Office Held:

CHIEF ESTIMATOR

(If Bidder is a Corporation)

ATTEST:

J Santos Jr
Secretary

(Corporate Seal)

Surety Company: The Guarantee Company of North America USA

By: Erica A. Cox

Erica A. Cox, Attorney-In-Fact

Address: 9977 W. Sam Houston Pkwy North

Suite 130

Houston, Texas 77064



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian McKenzie, Erica A. Cox, Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of July, 2018

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.



Rating Services



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The Guarantee Company of North America USA

A.M. Best #: 011083 NAIC #: 36650 FEIN #: 382907623

Domiciliary Address

One Towne Square Suite 1470
Southfield, MI 48076-3725
[United States](#)

Web: www.gcna.com/usa

Phone: 248-281-0281

Fax: 248-750-0436

Assigned to
insurance
companies



that have, in our opinion, an
excellent ability to meet their
ongoing insurance obligations.

View additional news, reports
and products for this company.

Based on A.M. Best's analysis, [052758 - Princeton Holdings Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)
Financial Size: VIII (\$100 Million to \$250 Million)
Category: Million
Outlook: Stable
Action: Affirmed
Effective Date: December 22, 2017
Initial Rating Date: June 19, 1995

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: December 22, 2017
Initial Rating Date: October 22, 2007

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gordon McLean

Associate Director : Raymond Thomson, CPCU, ARe, ARM

Disclosure Information

Disclosure Information Form

View A.M. Best's [Rating Disclosure Form](#)

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective DateRating

12/22/2017	A
10/28/2016	A
6/5/2015	A
5/22/2014	A
6/13/2013	A

Long-Term Issuer Credit Rating

Effective DateRating

12/22/2017	a
10/28/2016	a
6/5/2015	a
5/22/2014	a
6/13/2013	a

Best's Credit Reports



[Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 6/18/2018 (represents the latest significant change).



Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

Press Releases

Date ▾	Title
Oct 28, 2016	A.M. Best Revises Outlooks to Stable for The Guarantee Company of North America and The Guarantee Company of North America USA
Jun 05, 2015	A.M. Best Affirms Ratings of The Guarantee Company of North America; Revises Outlook to Negative
Dec 09, 2009	A.M. Best Upgrades Ratings of The Guarantee Company of North America USA
Jan 10, 2005	A.M. Best Affirms Ratings of Guarantee Company of North America and Its U.S. Subsidiary
Nov 13, 2003	A.M. Best Affirms Ratings of Guarantee Company of North America; and its Two U.S. Subsidiaries

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Enter a Company Name

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Best's Credit RatingBest's Credit Ratings
Mobile App**European Union Disclosures**

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Australian Disclosures

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Section 3

Financial Statement

Balance Sheet
March 31, 2018

ASSETS

Current Assets

1020	Cash-Post Oak Bank	\$	1,082,728.67	
1025	Cash-Payroll Account		1,655.39	
1031	Petty Cash		500.00	
1100	Accounts Receivable		706,205.84	
1110	A/R Retainage/Trade Offset		(271,106.59)	
1320	Retainage (Control)		271,106.59	
1430	Work in Progress		17,216.00	
1440	Employee Loan		2,300.00	
	Total Current Assets			1,810,605.90

Property and Equipment

1500	Property and Equipment		4,257.50	
1630	Software		1,297.92	
1631	Hardware		2,500.00	
1632	Autos & Trucks		243,023.46	
1633	Machinery & Equipment		494,818.90	
1800	Accumulated Depreciation		(111,941.47)	
	Total Property and Equipment			633,956.31

Other Assets

	Total Other Assets			0.00
	Total Assets	\$	2,444,562.21	

LIABILITIES AND CAPITAL

Current Liabilities

2000	Accounts Payable	\$	558,556.54	
2100	Advance Billings		7,152.00	
2320	Deductions Payable		200.85	
2325	Accrued Franchise Tax		9,334.00	
2330	Federal Payroll Taxes Payable		23,054.68	
2499	Current Portion-LT Debt		111,910.00	
	Total Current Liabilities			710,208.07

Long-Term Liabilities

2660	Note Payable-Post Oak BL-03		10,885.06	
2662	Post Oak Loan 8219 PK-09		13,023.31	
2664	Post Oak Bank Dozer Loan 8714		26,555.73	
2666	Baler Loan-Brookside		26,875.40	
2668	FB-01 Loan 0388		20,944.50	
2669	Trucks Loan2504		50,318.16	
2670	VolvoEX-01 Loan		39,865.68	
2671	Roller RL-01 Loan		10,441.65	
2672	Broom BR-01 Loan		6,105.67	
2673	VolvoBL-04 Loan		103,504.79	
2899	LT Portion Offset		(111,910.00)	
	Total Long-Term Liabilities			196,609.95
	Total Liabilities			906,818.02

Capital

2605	Capital, Raul Chapa		82,000.00	
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Unaudited - For Management Purposes Only

Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)

RAC Industries, LLC
Balance Sheet
March 31, 2018

2650	Members Equity	273,897.74	
3910	Retained Earnings	1,141,315.15	
3930	Member's Draw	(155,495.70)	
	Net Income	196,027.00	
	Total Capital		1,537,744.19
	Total Liabilities & Capital	\$	2,444,562.21

Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)

RAC Industries, LLC
Income Statement
For the Three Months Ending March 31, 2018

		Current Month			Year to Date	
Revenues						
4000	Sales Income	\$ 1,645,567.13	100.56	\$ 1,645,567.13	100.56	
4003	Over/Under Billing	10,064.00	0.62	10,064.00	0.62	
4004	Over/Under Billing Prior Year	(19,278.00)	(1.18)	(19,278.00)	(1.18)	
	Total Revenues	1,636,353.13	100.00	1,636,353.13	100.00	
Cost of Sales						
5010	Labor	345,994.34	21.14	345,994.34	21.14	
5020	Materials- Job	475,764.87	29.07	475,764.87	29.07	
5030	Subcontractors	269,594.35	16.48	269,594.35	16.48	
5040	Equipment Rentals	68,557.35	4.19	68,557.35	4.19	
5050	Depreciation- COGS	27,360.00	1.67	27,360.00	1.67	
5060	Hauling Charges	1,750.00	0.11	1,750.00	0.11	
5070	Tools and Supplies	4,277.02	0.26	4,277.02	0.26	
5090	Auto and Truck Costs	6,054.75	0.37	6,054.75	0.37	
5150	Office Field	908.00	0.06	908.00	0.06	
5160	Performance Bonds&Special Ins	8,464.89	0.52	8,464.89	0.52	
5200	Equipment Repairs/Costs	813.34	0.05	813.34	0.05	
5204	Other Expenses	2,972.00	0.18	2,972.00	0.18	
5210	Taxes- Payroll-Field	15,581.38	0.95	15,581.38	0.95	
5211	EQ Fuel	32,012.83	1.96	32,012.83	1.96	
5214	EQ Insurance	54,108.00	3.31	54,108.00	3.31	
5217	Equipment Rent or Lease	1,538.77	0.09	1,538.77	0.09	
5250	Utilities Job Char- Only, Tele	4,607.88	0.28	4,607.88	0.28	
	Total Cost of Sales	1,320,359.77	80.69	1,320,359.77	80.69	
	Gross Profit	315,993.36	19.31	315,993.36	19.31	
Expenses						
6100	Payroll Tax Expense	4,421.07	0.27	4,421.07	0.27	
6700	Small Tools and Supplies	2,155.29	0.13	2,155.29	0.13	
7021	Advertising/Promotion	13,070.48	0.80	13,070.48	0.80	
7030	Bank Fees	247.95	0.02	247.95	0.02	
7040	Car Allowance, Rentals&Operati	5,440.76	0.33	5,440.76	0.33	
7050	Depreciation	66.00	0.00	66.00	0.00	
7060	Contributions	159.00	0.01	159.00	0.01	
7100	Telephone Expense	1,718.05	0.10	1,718.05	0.10	
7130	Insurance-Other	6,972.69	0.43	6,972.69	0.43	
7140	Interest	3,137.61	0.19	3,137.61	0.19	
7150	Utilities Expense	2,002.10	0.12	2,002.10	0.12	
7160	Licenses and Permits	5,778.29	0.35	5,778.29	0.35	
7165	Office Supplies/Expense	9,862.68	0.60	9,862.68	0.60	
7170	Postage Expense	181.87	0.01	181.87	0.01	
7200	Repairs & Maintenance	2,566.77	0.16	2,566.77	0.16	
7210	Salaries Office	32,374.00	1.98	32,374.00	1.98	
7280	Telephone	1,831.52	0.11	1,831.52	0.11	
7290	Travel	6,844.35	0.42	6,844.35	0.42	
7300	Misc Expense	2,115.88	0.13	2,115.88	0.13	
7310	Professional Fees	19,020.00	1.16	19,020.00	1.16	
	Total Expenses	119,966.36	7.33	119,966.36	7.33	
	Net Income	\$ 196,027.00	11.98	\$ 196,027.00	11.98	

Section 4 Qualifications



RAC Industries, LLC
 2512 Cocoa Ln.
 Pasadena, TX 77502
 713-534-1151

RAC Industries Contacts List

<u>Name</u>	<u>Position</u>	<u>Cell Phone #</u>	<u>Email</u>
Raul Chapa	President	713-384-3238	raul@racpt.com
J Lira	Office Manager	832-353-6314	jlira@racpt.com
Robert Smither	Chief Estimator	281-910-8516	bob@racpt.com
Ted Labuzan	Estimator/Project Manager	832-475-6265	ted@racpt.com
Carlos Chapa	Superintendent	832-316-1994	carlos@racpt.com
Albert Garcia	Superintendent	832-475-2817	agarcia@racpt.com
Cesar Altamirano	Foreman	832-417-6012	
Martin Rodriguez	Foreman	832-417-9539	
Jose Galvan	Foreman	832-488-3156	
Alex Macias	Mechanic	713-298-9727	

Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 26, 2018

RAC Industries, LLC
2512 Cocoa Ln
Pasadena, TX 77502

RE: TxDOT Vendor Code # 16804

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2018.

Your bidding capacity has been set at \$21,829,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Construction Division, Pre-qualification Branch at 512.416.2584.

Sincerely,

DocuSigned by:

D5A51B7E76664F3...

Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting Section
Construction Division

Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

[illegible]

City of Bellaire
Bonds for Better Bellaire 2016 Group B, Phase I Streets, Drainage & Sidewalk Improvements

SUBCONTRACTORS AND MAJOR SUPPLIERS FORM

SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED

Rodrigo Tree Service-Landscaping	Pfeiffer-conduit
CM City Solutions-Augering waterline	Mickie Services-water taps
Gulf Coast Grouting-Abandoning	
Highway 1-Traf control, signage, striping	

LOCAL SUBCONTRACTORS

(PRINCIPAL BUSINESS LOCATION IN HARRIS COUNTY)

all of the above are local contractors

MAJOR SUPPLIERS

Ferguson-waterline and sanitary sewer materials	Katy Steel-steel
Cherry Crushed-cs sand	
Ameritex-concrete pipe and precast	
Cemex-concrete	

LOCAL MAJOR SUPPLIERS

(PRINCIPAL BUSINESS LOCATION IN HARRIS COUNTY)

All above are local

Company Name	Account No	Address	Contact	Contact Phone	Company Phone	Fax No.	Type	User Name	Password	Pin No.	Sec Key	Email
ACT Pipe and Supply	35157	6950 W. Sam Houston Parkway N, Houston, TX 77041	Kris Kohler	832-492-4884	800-231-9808	713-937-0690	Materials					
American Express	1M44351186	P O Box 650448, Dallas, TX 75265-0448			800-492-3344		Credit Card	raulrac2512	rRAC2512		8767	KKohler@actpipe.com
Apache Oil		5136 Spencer Hwy, Pasadena, TX 77055	Jack	281-650-2146	281-487-5400		Fuel					
Aquavault, LTD		P.O. Box 325, Orchard, TX 77464	Sam Luera	832-471-1275	979-478-6303	979-478-6708	Materials					
Brady Chapman Holland & Associates		10055 West Gulf Bank, Houston TX 77040	Stephen Cote	832-250-2052	713-978-9716	713-688-7967	Insurance					steve.cote@bch-insurance.com
Cemex Construction Materials South, LLC	3175279	2901 W Sam Houston Pkwy N Ste E-300, Houston TX 77043	Paul Reyes	281-692-1900 ext	713-967-0000	281-692-1804	Materials	281.692 1900 ext. 6009				armando@cherrycompanies.com
Cherry Crushed Concrete		6131 Seelinsky, Houston, TX 77048-2006	Armando Banuelo	281-692-1900 ext	2819329331	281-692-1804	removal					cg@cherrycompanies.com
Cherry Crushed Concrete		6131 Seelinsky, Houston, TX 77048-2006	C.J. Wailer	281-692-1900 ext	7138002156	281-692-1804	rip rap base					stefani@cherrycompanies.com
Cherry Crushed Concrete		6131 Seelinsky, Houston, TX 77048-2006	Stefani Gertson	281-692-1900 ext	800-391-3000	281-692-1804	Utility					
Comcast	8777 70 184 1630061	P.O. Box 660618, Dallas, TX 75266-0618			713-936-4827		Materials					
Cowboy Trucking		1686 Brittmoore Rd., Houston TX 77043			713-423-4166	713-675-8473	Tires					
D.H. Tire, Inc		6903 Lyons Ave. Houston, TX 77020	Paul Landa	832-818-6822	281-485-6821	281-997-7560	Trucking					
D. Solis Trucking		1853 Garden Road, Pearland, TX 77581	Nicho Solis	281-743-9873	832 701 1925		Materials					
FABco	RAC001	405 McCarty Street, Houston, TX 77029	Earl Fruge	281-348-6651	713-675-2211	713-676-0803	Materials					
Ferguson	31746	P.O. Box 847411, Dallas, TX 75284-7411	Noah Bosh-Wilson	832-922-0340	281-807-9777	281-807-1233	Equipment					
Four Seasons Equipment Inc		8111 Mills Road, Houston, Texas, 77064	Jimmy Cones	281-685-5832	480-463-8937		Pipe&Precast					Roderick.Honea@forterrabn.com
Forterra Pipe & Precast LLC	10027420	11201 FM 529, Houston TX 77041	Roderick Honea				Emails		L90YR222@j1	2785		
Go Daddy	105256718											
Lance Rental Company		515 South Loop West, Houston TX 77054	Eloy Mendoza	832-278-9576	713-672-1472		Supplies					
Lehigh Hanson		8505 Freeport Parkway Suite 300, Irving, TX 75063	Ernest Lizcano	281-639-1849	281-477-9191	281-477-9191	CPA's					
HD Water works		4053 Homestead Rd., Houston 77028	Douglas Bair	281-935-9190	713-939-8551	713-939-8551	Equipment					RBaffety@mustangcat.com
Kolkhorst & Kolkhorst CPA's		9977 W. Sam Houston Parkway N., Suite 150, Houston, TX 77064	Gayle R. Fortson	713-359-6345	713-454-1234	281-596-4521	Supplies					
Mustang Rental	523018	P.O. Box 4346 – Dept. 186, Houston, TX 77210-4346	Brian Rafferty	713-208-2478		281-890-5721	Materials					
Ramtool	140875	10001 Fannin Street Suite 700, Houston TX 77045	Simon Mott			713-937-7541	Equipment/parts					
Rinker Materials			Bill Schaefer				Accounting Software	jlira@racpt.com	jayrac2512			
Romco		8450 Breen, Houston, TX 77054	Bill Metvier				Accounting Software					
Sage University					866-747-3888		Taxes	RACjaylira	i90YR222			
Sage50	4006777028						Child support	QA0719	Rac@2512			
Unemployment Tax ID	14-971238-0						Payroll Tax		Rac@2512	8948		
Child Support Texas							Plans	jlira@racpt.com	But123CH			
EFTPS Federal Tax Payment							Tax Forms	RACindustriesE	Rac@2512			
CivCast							Locates	jlira@racpt.com	j@123456			
Aatrix eFiling Tax Forms							Bonding Company					
Itic Lone Star Locates							Trench Safety					
Technical Assurance		26623 Oak Ridge Drive, The Woodlands, TX 77380	Edward Arens	713-822-7300	281-449-7199	281-334-7264	Asphalt					

Raul Chapa
 2512 Cocoa Lane
 Pasadena, Texas 77502
 Telephone: Cell 713-384-3238

EDUCATION

Graduated from Pasadena High School

EXPERIENCE

2016- Present RAC Industries, LLC Owner

2003 - 2016: MCC/Houston, TX, Vice-President of Construction

1997 – 2003: Contractor Technology, Inc. /Houston, Texas;

General Superintendent – duties of coordinating all construction activities for assigned projects, to include the managing personnel, subcontractors and equipment. Served as a liaison between project owners and the company management in the areas of scheduling, request for information, submittals. In addition, responsibilities also included for creating pay estimates, overseeing project documentation and all logistical activities.

1984 – 1997: Ramex Construction/Pasadena, Texas;

1993 – 1997: Project Superintendent – duties of coordinating all construction activities for assigned projects, to include the managing of crews, subcontractors and equipment. In addition, responsibilities also included for creating pay estimates, overseeing project documentation and human recourses.

1988 – 1993: Surveyor – with the duties of laying total projects, reading plans to setup offsets. Work with superintendent to supervise crews and subcontractors.

1987 – 1988: Surveyors Helper – with the duties of setting up instrument, holding level and linear rod and verifying measurements with plans.

1984 – 1987: Laborer – duties of form setting forms, operating equipment and other miscellaneous construction activities.

Major Projects:

5.5 million 36" Water line.
 4.5 million Humble Road Street Reconstruction,
 7.8 million Fry Road Street Reconstruction
 1.7 Million Midtown Street Reconstruction
 4.5 million Neighborhood Street Reconstruction (Monarch Oaks)
 20 million West University Infrastructure Projects
 5 million Neighborhood Street Reconstruction 430

J S Lira

501 N. Sarah Deel Dr., Webster, TX 77598 | 832-353-6314 | jlira@verizon.net

Professional Profile

- Ten years' experience in the areas of occupational safety and health management, construction /safety prevention programs, DOT, Heavy equipment and small engine purchase, GPS Tracking, Equipment registration, equipment maintenance coordination, parts purchases, Fuel routes coordination and purchases, Traffic control implementation, GL, equipment claims, utility claims, and worker's compensation claims management. 30 Hrs OSHA Certified.

Education

DEGREE | DATE EARNED | SCHOOL

- Major: Computer Graphics, 3 years, Rancho Santiago College
- Minor: Computer Animation, 3 years, Rancho Santiago College

Skills & Abilities

MANAGEMENT

- Proven ability to design, direct and implement effective safety programs -- designed on-site safety training program.
- Demonstrated experience in monitoring facilities and processes for adherence to OSHA guidelines by overseeing inspections, recommending corrective measures and preparing for OSHA safety audits and investigations -- supervised safety program.
- Oversaw managed care operations for workers compensation. Which involved underwriting, claims review, OSHA compliance and training, and loss prevention -- supervised several jobs for loss control.
- Demonstrated experience in monitoring heavy equipment, motor vehicles and processes for adherence to TXDOT and USDOT guidelines by overseeing inspections, recommending corrective measures and preparing for TXDOT safety audits and investigations -- supervised safety program.
- Proven ability to design, direct and implement effective traffic control plans -- designed on-site safety program
- Demonstrated experience in finding and buying heavy equipment, motor vehicles and parts.
- Oversaw managed of fuel cards, EZ-Tags, diesel fuel, motor vehicle registrations, inspection and title transactions.
- Oversaw and managed of all heavy equipment GPS tracking operation.
- Managed accident register and employee files in an organized and professional manner.
- Performed background checks, verified past employment, and set up random and pre-employment drug screens.
- Notified all departments of new hire information and assisted with orientation.
- Performed all duties with positivity, integrity, and dedication to company goals.

Technical Expertise

- Training and Coursework: OSHA Safety for Managers (30 hours); Hazardous Materials Operations; Construction Safety Management; Claim Management and Managed Care; Risk Assessment
- Computer skills: Very proficient in OS Windows, Microsoft Office, Adobe, Networking skills. Hardware and Software implementation.
- Knowledge of Sage 50 and Quickbooks accounting software, Microsoft Project.

COMMUNICATION

- Helped develop occupational safety control and loss control manuals for both current and past employers.
- Experienced and effective working with people of diverse cultures and backgrounds (ability to speak Spanish and have experience training Spanish-speaking workers) and interacting with all levels of management and personnel.

Experience

SAFETY DIRECTOR | METRO CITY CONSTRUCTION | 2007 TO 2013

- Responsible for maintaining safety programs.
- Conduct safety inspections and investigate violations to ensure safety procedures are being followed and counsel managers and employees accordingly.
- Responsible for calling utility locates and maintain updated locates.
- Responsible for resolving OSHA inspection on serious violations.
- Also organized light duty to work program.
- Responsible for maintaining safety programs at work sites.
- Responsible for the design, direct and implement effective traffic control plans -- designed on-site safety program
- Responsible for finding and buying heavy equipment, motor vehicles parts.
- Oversaw managed of fuel cards, EZ-Tags, diesel fuel, motor vehicle registrations, inspection and title transactions.
- Oversaw and managed of all heavy equipment GPS tracking operation.
- Managed accident register and employee files in an organized and professional manner.
- Performed background checks, verified past employment, and set up random and pre-employment drug screens.
- Notified all departments of new hire information and assisted with orientation.
- Performed all duties with positivity, integrity, and dedication to company goals.
- Identify and anticipate safety and health concerns and hazards by surveying environmental, operational, and occupational conditions and render opinions on new procedures and recommend preventative programs.

SAFETY DIRECTOR | JAS CONSTRUCTION | 2013 TO 2015

- Responsible for maintaining safety programs.
- Responsible for calling utility locates and maintain updated locates.
- Responsible for resolving OSHA inspection on serious violations.
- Also organized light duty to work program.
- Responsible for maintaining safety programs at work sites.
- Responsible for the design, direct and implement effective traffic control plans -- designed on-site safety program
- Responsible for finding and buying heavy equipment, motor vehicles parts.
- Oversaw managed of fuel cards, EZ-Tags, diesel fuel, motor vehicle registrations, inspection and title transactions.
- Oversaw and managed of all heavy equipment GPS tracking operation.
- Managed accident register and employee files in an organized and professional manner.
- Performed background checks, verified past employment, and set up random and pre-employment drug screens.
- Notified all departments of new hire information and assisted with orientation.
- Performed all duties with positivity, integrity, and dedication to company goals.
- Conduct safety inspections and investigate violations to ensure safety procedures are being followed and counsel managers and employees accordingly.
- Identify and anticipate safety and health concerns and hazards by surveying environmental, operational, and occupational conditions and render opinions on new procedures and recommend preventative programs.

OPERATIONS MANAGER | RAC INDUSTRIES, LLC | 2015 TO PRESENT

- Project Management (Prepare all invoices for all current jobs)
- Organized all paperwork from all Job sites including; daily reports, incident reports, Etc.
- Managed all financials for RAC Industries, LLC
- Supervise the HR Department
- Supervise AP/AR
- Prepare all financial Statements
- Prepare all PR Taxes, Franchise and sales taxes

References

Available on request

Ted Labuzan Resume

Experience	<p>2018-Present</p> <p>RAC Industries LLC</p> <p>Cost Estimator/Project Manager</p> <p>-----</p> <p>2008-2018 Batterson LLP</p> <p>Cost Estimator</p> <p>Pavement Markings, Traffic Signs, Traffic control – GC and Subcontract</p> <p>-----</p> <p>1996–2006 Contractor Technology, Inc. Houston, TX</p> <p>Estimator, Scheduler, Excel Developer-Infrastructure Construction</p> <p>Increased sales</p> <p>Improved Scheduling Capabilities with Primavera P3</p> <p>Created comprehensive and integrated Excel estimating, project management</p> <p>-----</p> <p>1995–1996 Ramex Construction Co. Houston, TX</p> <p>Chief Estimator – Infrastructure Construction</p> <p>Increased sales</p> <p>Innovated estimating software improving productivity.</p> <p>Improved estimating and field coordination</p> <p>-----</p> <p>1992-1996 Brown & Root, Inc. Houston, TX</p> <p>Senior Estimator– Infrastructure Construction</p> <p>Estimating specialist in City, Metro, and County projects.</p> <p>Increased sales volumes.</p> <p>Improved productivity</p> <p>-----</p>
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Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)

1991-1992 Boyer, Inc. Houston, TX
Estimator and Project Manager– Infrastructure Construction
Expanded sales
Improved performance between project management and field supervisor
Increased corporate productivity

1988-1991 Hubco, Inc. Houston, TX
Vice President and Estimator– Infrastructure Construction
Expanded sales
Increased profits by lowering overhead
Set expansion goals that were achieved

1979-1987 Brown & Root, Inc. Houston, TX
Estimator– Infrastructure Construction
Estimating specialist in City, Metro, and County projects.
Increased sales volumes.
Improved productivity

1977-1978 IOI Systems Houston, TX
Field Engineer– Infrastructure Construction
Surveying Layout
Increased production with advanced surveying techniques
Improved field production

Education

1972–1976 University of Houston Houston, TX
B.S. Technology in Construction Management
Graduated Magna Cum Laude.

1992–1996 University of Houston Houston, TX
MT (Master of Technology) Construction Management

2006-2008
Phd Kennedy Western University (unaccredited)
Business Management

Interests Church, Fishing, Golfing, Bowling, Hunting

Section 5

Reference Calls



CONTRACTOR REFERENCE FORM

Date: 7/19/18

Project: Road Reconstruction along San Sebastian Lane from Point Lookout Dr. to Upper Bay Rd.

Owner: Harris County Precinct 2

Contractor: RAC Industries, LLC.

Reference Name: Vijaya K. Rapulo Company: Kavi Consulting, Inc.

Email: Spoke on the phone,
281-772-9643

Dear Mr. Rapulo,

RAC Industries, LLC. has obtained plans for the above referenced project, and has submitted your name as a reference. Reference responses will be included in the evaluation of competitive sealed proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent		Above Average		Average		Below Average		Poor		
Rate the Contractor's overall performance and quality of work	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's construction supervision & project management teams	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to complete the project within the time allotted	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's Tree Protection Standards and Coordination on Tree Removals	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's communication with Neighboring Property Owners	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's restoration and clean-up work.	10	9	8	7	6	5	4	3	2	1	No Opinion

Would you want to work with this Contractor again?

Yes

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

Ryan Nokelby, P.E.
Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

Attachment: 17-043 BBB Group B, Phase I Recommendation Letter (2631 : Award Group B Phase I Construction Contract)



CONTRACTOR REFERENCE FORM

Date: 7/19/18

Project: Deer Park Golf Course Drive

Owner: City of Deer Park, Texas

Contractor: RAC Industries, LLC.

Reference Name: Steve Byington Company: CobbFendley

Email: Spoke on the phone,
713-462-3242

Dear Mr. Byington,

RAC Industries, LLC. has obtained plans for the above referenced project, and has submitted your name as a reference. Reference responses will be included in the evaluation of competitive sealed proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's overall performance and quality of work	(10)	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's construction supervision & project management teams	(10)	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to complete the project within the time allotted	(10)	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's Tree Protection Standards and Coordination on Tree Removals	10	9	8	7	6	5 4 3 2 1 (No Opinion)
Rate the Contractor's communication with Neighboring Property Owners	10	9	8	7	6	5 4 3 2 1 (No Opinion)
Rate the Contractor's restoration and clean-up work.	(10)	9	8	7	6	5 4 3 2 1 No Opinion

Would you want to work with this Contractor again? Yes

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

Ryan Nokelby, P.E.
Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754



CONTRACTOR REFERENCE FORM

Date: 7/19/18

Project: Crow Tract Utilities - Stafford Groves Development

Owner: Fort Bend County WCID #2

Contractor: RAC Industries, LLC.

Reference Name: Kyle Kasper

Company: Jones & Carter

Email: Spoke on the phone,
713-306-4344

Dear Mr. Kasper,

RAC Industries, LLC. has obtained plans for the above referenced project, and has submitted your name as a reference. Reference responses will be included in the evaluation of competitive sealed proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor as it relates to each item.

	Excellent		Above Average		Average		Below Average		Poor	
Rate the Contractor's overall performance and quality of work	10	(9)	8	7	6	5	4	3	2	1 No Opinion
Rate the Contractor's construction supervision & project management teams	10	(9)	8	7	6	5	4	3	2	1 No Opinion
Rate the Contractor's ability to complete the project within the time allotted	10	9	8	(7)	6	5	4	3	2	1 No Opinion
Rate the Contractor's Tree Protection Standards and Coordination on Tree Removals	10	9	8	7	6	5	4	3	2	1 (No Opinion)
Rate the Contractor's communication with Neighboring Property Owners	10	9	(8)	7	6	5	4	3	2	1 No Opinion
Rate the Contractor's restoration and clean-up work.	10	(9)	8	7	6	5	4	3	2	1 No Opinion

Would you want to work with this Contractor again?

Yes

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

Ryan Nokelby, P.E.
Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

City of Bellaire

ORDINANCE NO. 18-____

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, A STANDARD FORM OF AGREEMENT WITH RAC INDUSTRIES, LLC, FOR THE PROVISION OF ANY AND ALL SERVICES, MATERIALS, EQUIPMENT AND INCIDENTALS NECESSARY FOR THE CONSTRUCTION OF THE BONDS FOR BETTER BELLAIRE 2016 GROUP B PHASE 1 STREETS, DRAINAGE AND SIDEWALKS PROJECT IN AN AMOUNT NOT TO EXCEED \$3,538,894.

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

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with RAC Industries, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of any and all services, materials, equipment and incidentals necessary for the construction of the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalks project in an amount not to exceed \$3,538,894.

PASSED and APPROVED this 6th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 6th day of August, 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as “**CITY**,” and **RAC INDUSTRIES, LLC**, a limited liability company, 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 provide the following:

All services, materials, equipment and incidentals necessary for the construction of the Group B Phase I Streets, Drainage and Sidewalks project in an amount not to exceed \$3,538,894

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked “Attachment 1,” all of which are made a part hereof, and 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.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager 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. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on August 6, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

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

APPROVED AS TO FORM:

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

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

RAC INDUSTRIES, LLC

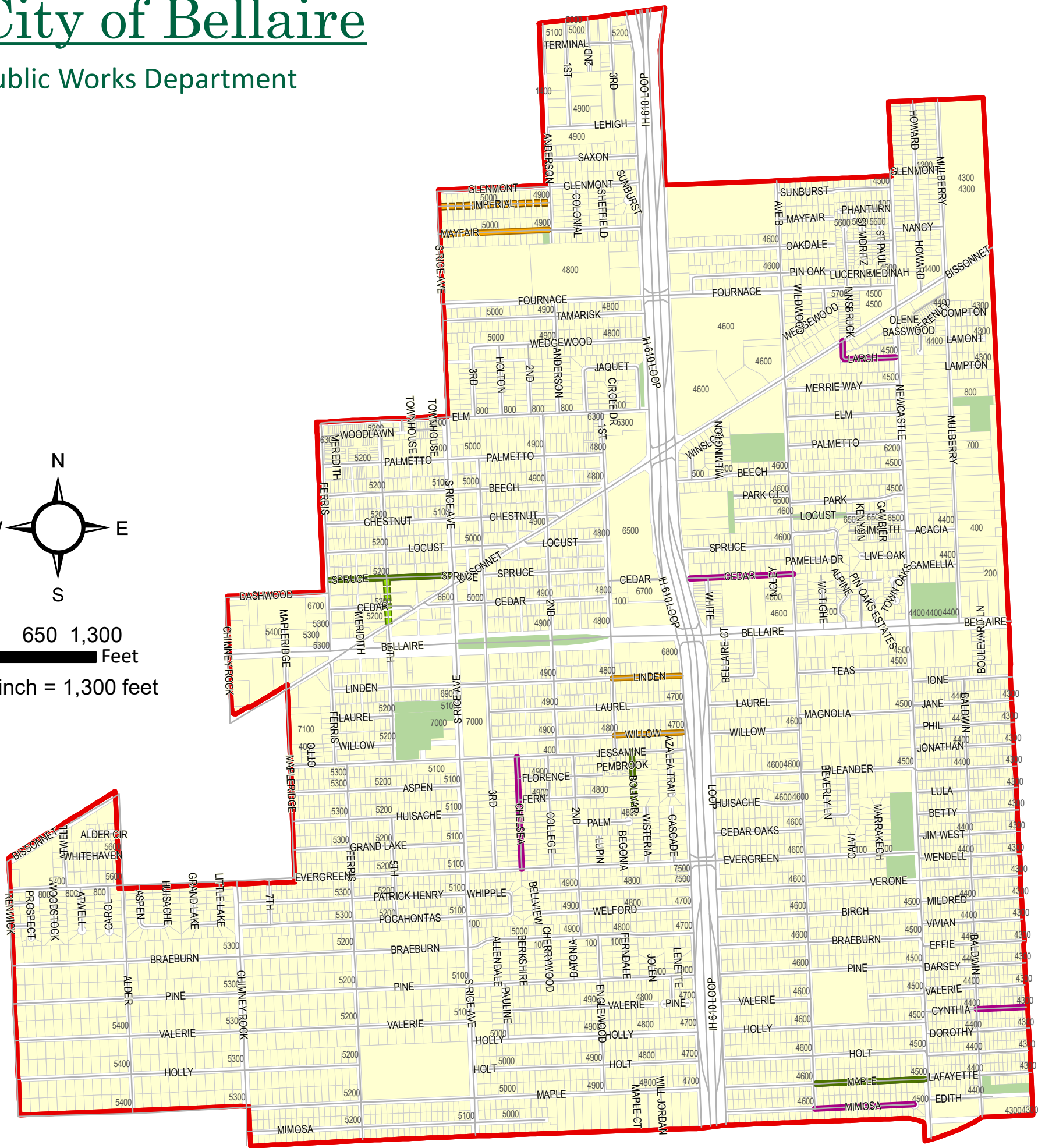
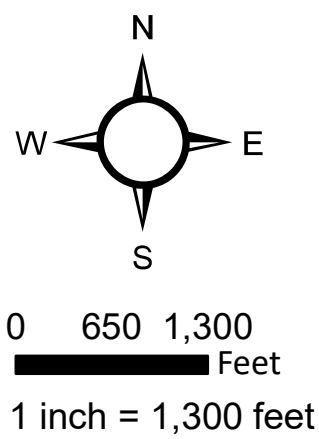
Printed Name:
Title:

Witness:

Printed Name:
Title:

City of Bellaire

Public Works Department



Map Created: May 25, 2018

STREETS AND DRAINAGE PROJECTS WITH SIDEWALKS

Construction Dates for each Project Listed Below

- City Limits

BI First Street, Drainage Sidewalk Project, Fall 2018

4700 Linden

4700 Willow

4900-5000 Mayfair

4900-5000 Imperial (incl waterline)

C2 Second Street, Drainage, Sidewalk Project, Fall 2018

4500 Maple

5100-5200 Spruce

500 Bolivar

N 5th Street between Bissonnet and Spruce (incl waterline)

C3 Third Street, Drainage, Sidewalk Project, Fall 2019

4300 Cynthia

4500 Larch

4500 Mimosa

4600 Cedar

500 Chelsea
- Attachment: BBB 2016_Streets Drainage Sidewalk (2631 : Award Group B Phase I Construction Contract)
- Packet Pg. 111

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM

Department: Public Works

Category: Contract

Department Head: Michael Leech

DOC ID: 2632

SCHEDULED**ORDINANCE (ID # 2632)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of construction management services for the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalks project in an amount not to exceed \$388,910.00 – Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The locations identified in the Group B Phase 1 Streets, Drainage and Sidewalks project were originally designed in the previous bond program, Rebuild Bellaire. The design included a two year storm sewer upgrade, a street reconstruction and sidewalks on at least one side of the street. During the bidding phase, the bids came in much higher than anticipated and this caused several blocks to be omitted from construction. These locations were removed from the construction project:

- 4900 - 5000 blocks of Imperial Street (Including Water)
- 4700 block of Linden Street
- 4900 - 5000 block of Mayfair Street
- 4700 block of Willow Street

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election where \$20 million for streets, drainage and sidewalk projects, and \$11 million for waterlines was approved. Since the above locations were eliminated from the previous bond program, they were recommended with this bond program. In March of 2017, HDR, Inc. (HDR) was selected to update their original design for these locations, add a waterline on the 4900 - 5000 blocks of Imperial, and to provide construction administration for this project. During roadway construction, methods will be used to reduce the impact to the large live oaks on the 4900 - 5000 blocks of Linden Street and Willow Street. There have been no objections to sidewalks brought to our attention for this project.

As an effort to redefine the professional services for the design and construction phases in the Bonds for Better Bellaire 2016 program, a Request for Qualifications was advertised in January of 2017 for design engineering, construction administration, third party review and construction management services.

For the Bonds for Better Bellaire 2016 program, ARKK Engineers, LLC is recommended for third party review and construction management services when they are not providing design engineering and construction administration services for water and wastewater projects. Their third party review contract was approved at the March 20, 2017 City Council meeting. Third party review and construction management services are in place to ensure the City of Bellaire has quality control and quality assurance during the construction phase. To help facilitate this interaction during the construction phase, ARKK Engineers, LLC was asked to provide project management software to track all phone calls received and how they are being addressed, punch lists, submittals and requests for information for the design

engineer for the duration of all projects. This software will help deliver a faster closeout process for all projects and coordinate timely communication with residents. The cost of the construction management services in this contract have similar margins to the contracts approved for previous bond programs. In our experience the pricing provided by ARKK relative to the level of work required to perform these services is consistent with our experiences with past projects.

The Public Works Department recommends ARKK Engineers, LLC for construction management services for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalks project with the addition of project management software.

Previous Council Action Summary:

On December 19, 2016, the City Council approved issuing \$33,460,000 General Obligation Bonds. An allocation of this issuance will begin funding the street, drainage and sidewalk projects.

On January 23, 2017, City Council approved the sale of the \$33,460,000 General Obligation Bonds, where \$1,000,000 was allocated to streets, drainage and sidewalk projects and \$500,000 was allocated to waterlines.

On February 20, 2017, the City Council was presented with a master schedule for the Bonds for Better Bellaire 2016 bond program.

On March 20, 2017, the City Council approved the City Manager to enter into negotiations with HDR, Inc for engineering design and construction administration services for the Bonds for Better Bellaire 2016 Group B Phase I Streets, Drainage and Sidewalks project in an amount not to exceed \$65,000.

On March 20, 2017, the City Council approved a contract with ARKK Engineers, LLC for third party plan services for the Bonds for Better Bellaire 2016 Street and Drainage projects Group B Phase 1 and Group C Phase 2 and Sidewalk Project Group D Phase 1 in an amount not to exceed \$62,000.

On July 10, 2017 City Council approved the sale of the \$11,580,000 General Obligation Bonds, where \$6,000,000 was allocated to streets, drainage and sidewalk projects and \$3,000,000 was allocated to waterlines.

Fiscal Impact:

The construction management services for the Group B Phase 1 Street, Drainage and Sidewalk project in the amount of \$388,910 will be funded from prior Bonds for Better Bellaire 2016 bond sales for streets, drainage and sidewalk projects.

City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval to award ARKK Engineers, LLC for construction management services for the Bonds for Better Bellaire 2016 Group B Phase 1 Streets, Drainage and Sidewalk project in an amount not to exceed \$388,910.

ATTACHMENTS:

- B1 Construction Mgmt - ARKK Engineers (PDF)
- B1 Construction Mgmt Ordinance _ARKK Engineers (DOCX)
- B1 Construction Mgmt Standard Form of Agreement - ARKK Engineers (DOC)
- 2016 Bonds for Better Bellaire_Streets and Drainage (PDF)



July 26, 2018

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

Re: **Proposal for Construction Management/Observation Services for Bonds for a Better Bellaire 2016:**

- **Group B Phase 1 Street and Drainage Project**

Dear Mr. Leech:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing Construction Phase Services for the following Bonds for a Better Bellaire 2016 project:

- Group B Phase 1 Street and Drainage Project
 Estimated Construction Cost - \$3.6 million
 Estimated Schedule – Construction September 2018 to September 2019

The Scope of Services described in this proposal covers construction management services for the Group B Phase I project and construction is anticipated to last 12 months starting in September 2018 and lasting until September 2019. The Design Engineer of Record for the Group B Phase 1 project is HDR.

ARKK has met with HDR on a number of occasions to answer questions regarding design direction, meeting the intent of the City's Drainage Study and the Bonds for a Better Bellaire 2016 program. We also reviewed the design package submittal provided by the HDR before the construction contracts were advertised for bid.

General Overview

In November of 2016, Bellaire voters approved Bonds for a Better Bellaire 2016. The bond program provides funds for several capital improvement projects, including a portion of the Municipal facilities project, water line and wastewater line replacement/rehabilitation, new sidewalk construction and major street and drainage improvements.

As you are aware, ARKK and the City developed a street improvement priority ranking matrix that considered many issues to determine a fair and reasonable formula for selecting the streets to receive improvements during the Bonds for a Better Bellaire 2016 program. The matrix formula established an objective selection process emphasizing drainage problems and street condition problems.

ARKK's goal is to support the City staff with professionals that will help ensure the successful completion of this project. The ARKK Construction Management team will be led by James Andrews, P.E. City Engineer with Madhu Kilambi, P.E (ARKK Principal and Construction Manager) and

Bobby Vasek (ARKK Assistant Construction Manager) reporting on the contractor's progress and citizen issues and attending and participating in construction progress meetings. These highly experienced Construction Management professionals will support the field inspectors to provide the City of Bellaire with confidence the project will be constructed as planned. It is ARKK's goal to improve the lines of communication in all phases of the construction process from recently completed street and drainage reconstruction projects. To aid with the construction management of the bond projects, ARKK will utilize Procore project management software to aid with project communication and documentation. City staff will have access to this project management dashboard for monitoring the projects.

A listing of the streets selected for these phases of improvements is provided below:

- Street and Drainage Project Group B Phase 1
4700 Linden St.
4700 Willow St.
4900-5000 Imperial St
4900-5000 Mayfair St.
Estimated Construction Cost - \$3.6 million
Estimated Schedule – Construction Start September 2018, Construction End September 2019

The construction observation services will include all necessary office staff to supervise and support field personnel and to manage the construction project as described in this proposal.

Construction Management Phase Services

Act as the City's on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made.

- Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute to City Staff, Design Engineer and contractor throughout the duration of the project.
- Schedule meetings every month to review the following: work progress and schedule, outstanding issues, status of submittals, and responses to shop drawings, unforeseen issues and changes to the work.
- Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
- Coordinate/monitor the following: Utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
- Attend all utility coordination, construction, and scheduling meetings.
- Obtain copy of any permits or private utility approvals for Public Works in order to monitor progress of utility relocation per permit/plan.
- Coordinate with Design Engineer's Construction Administration Services

Project Management Software

- ARKK will utilize project management software (Procore) to aid with project communication and documentation.
- Set up the Bond Projects utilizing the project management software to allow the City to have easy access to a project dashboard and to monitor the Projects.

- Receive, route, track and log all submittals and communicate with Contractor the status of submittal reviews; maintain submittal log to ensure timely responses.
- Receive, route, track and log all Request for information (RFI) and communicate with the project team the status of RFI reviews; maintaining a RFI log to ensure timely responses.
- Assemble and maintain daily construction logs of activities, manpower, and equipment on the project.
- Pay applications will be generated based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.

Construction Observation Services

- Provide on-site representative(s) to observe the progress and quality of the work by the Contractor(s).
- The on-site representative(s) will provide daily reports on the status of the construction to include:
 - Weather conditions
 - Contractor's work force, equipment and manpower, hours worked
 - Laboratory testing activities
 - Performance testing of water and sewer lines if required
 - Construction activities at the site
 - Field measured pay item quantities
 - Noteworthy occurrences
- The on-site representative(s) will attend meetings such as pre-construction conference, progress meetings and other project related meetings.
- The on-site representative(s) will take pre-construction photographs and periodic photographs of the construction progress and of key items of concern.
- The on-site representative(s) will coordinate the activities of the City's testing laboratory.
- The on-site representative(s) will coordinate with the City of Bellaire and the Contractor for construction scheduling, resident notification and communication.
 - Scheduling water, sewer and driveway disruptions to minimize inconvenience to residents
 - Coordination of repairs of utilities accidentally impacted, notification of utility owner, fire and police departments when applicable
 - Coordination of notification to impacted property owners and City staff for impending construction activities and access disruptions
- The on-site representative(s) will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative(s) will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings by the Design Engineer.
- Meet with residents individually and as groups to discuss specific concerns. Such concerns typically include the placement of driveways and sidewalks, replacement of landscaping and irrigation system components, the construction schedule as it relates to individual concerns, and access for residents with special needs.
- The on-site representative(s) will be furnished in an effort to aid the process of observing the performance of work of the Contractor(s). Through more extensive on site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Bellaire against defects and deficiencies in the work of the Contractor(s); but the furnishing of such on-

site representative(s) will not make ARKK responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractors(s) failure to perform their work in accordance with the Contract Documents. ARKK will notify the City in writing of known non-conforming work by the Contractor.

- Responsible for notifying the Design Engineer and City Staff of field problems and facilitate solutions to the problems encountered.
- Review and update as-built documents regularly with contractor.
- Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly for compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
- Recommend alternate project sequencing/scheduling to keep project on schedule.
- Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City for review and approval.
- Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- Verify construction conformance and compliance with any outside agencies.
- Verify construction conformance with permitted activities such as TxDOT roadway permits, City of Houston and/or HCFCD permits.
- Maintain records of all decisions, actions and activities with regard to construction operations (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections.)

Pay Applications

- Pay applications will be generated based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.
- Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; to verify work conducted and bid item quantities with contractor.
- Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- Finalize pay application with signatures from Contractor, Design Engineer and Construction Manager certifying quantities and amounts.
- Notify City Project Manager when all signatures are completed for invoice processing.
- Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports.
- Provide quantity forecast review of bid items to help identify potential quantity over-runs as part of pay estimate review.
- Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance.

Change Orders

- Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for review and approval. Log and track the status of RFP and responses from Contractor, City and Design Engineer.

- Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- Prepare Change Order and documentation including signatures of Contractor, Design Engineer and Construction Manager for delivery to City.

Testing Laboratory and Results

- Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications
- Review lab test reports and log any failures.
- Review Invoicing from Laboratory to daily activities.

Project Completion

- Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list of non-conforming work based on visual inspections. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.
- Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate.
- Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.
- Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- Provide indexed project files
- Maintain redline plans for as-built or record drawings that will be prepared by the Design Engineer.

Texas Department of Licensing and Regulation Compliance Services

- Attend inspection of improvements by a TDLR Consultant upon completion of construction. Coordinate with the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.

Conduct Project Close-Out and Warranty Period Services

- Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- Consult with City on any potential Warranty items requiring repair or replacement.

- Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- Provide staff to conduct and participate in the warranty inspections.
- Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor.
- Oversee repairs for non-conforming work with Contractor.
- Submit final report on completed warranty repairs.

Fee for Services

Our fee for the services described is the lump sum amount of below:

Construction Management Phase Services

• Group B Phase 1 Street and Drainage Project (Lump sum amount):	
- Construction Management	\$56,950
- Construction Observation	\$257,210
- Material Testing	\$70,000
- Coordination with Urban Forester	\$950
- Coordination and Administration of Management Software	\$3,800
TOTAL	<u>\$388,910</u>

A detailed break-down of the proposed fee is provided in the attached EXHIBIT A. The fee includes hourly costs for a project site representative, and supervisory services, and mileage. ARKK Engineers, LLC will submit monthly progress invoices for all work completed to invoice date. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Additional services beyond those described in the Scope of Services for field personnel will be invoiced on the basis of direct labor costs times a factor of 2.70. Mileage will be charged at the prevailing IRS rate. Reimbursable expenses will be charged at cost plus 10%. No additional services will be provided without written authorization from the City of Bellaire.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and to continue working for the City of Bellaire.

Sincerely,

ARKK Engineers, LLC



James B. Andrews, P.E.

City Engineer

Attachment: Exhibit A

EXHIBIT A
MANHOUR ESTIMATE
Construction Management & Inspection Services
City of Bellaire
Street & Drainage Project Group B Phase 1
Design Firm HDR Engineering

DATE: 7/26/2018

		HOURLY RATE	Senior Project Manager	Construction Project Manager	Project Engineer	Inspector	Total Hours	Total Cost
		\$175	\$160	\$115	\$95			
CONSTRUCTION MANAGEMENT & INSPECTION (12 Month Duration)								
1	Attend Pre-bid Meeting		3	3	3	9	\$1,110	
2	Prepare Pre- Construction Meeting Agenda		1	2		3	\$390	
3	Conduct Pre-Construction Conference	1	2	2	2	7	\$915	
4	Prepare & Distribute Preconstruction Meeting Minutes		1	3		4	\$505	
5	Prepare Agenda for Progress Meetings		6	12		18	\$2,340	
6	Conduct Monthly Progress Meetings		12	24		36	\$4,680	
7	Prepare & Distribute Progress Meeting Minutes		12	12		24	\$3,300	
8	Submittal Distribution & Follow-up		12	24		36	\$4,680	
9	RFI Follow-up & Response		12	36		48	\$6,060	
10	Special Field Meetings			14		14	\$1,610	
11	Utility Coordination Meetings			4		4	\$460	
12	Monitor Construction Schedules	12				12	\$2,100	
13	Pay Estimate Verifications & Coordination with Design Engineer		12	24		36	\$4,680	
14	Prepare & Process Pay Estimates	4	12	24		40	\$5,380	
15	Prepare Monthly Summary Report	12	26			38	\$6,260	
16	Change Order preparation & Follow-up Documentation		4	10		14	\$1,790	
17	Coordination of Testing Activities			10		10	\$1,150	
18	Preliminary Walk through			3	3	6	\$630	
19	Prepare Preliminary Punch List Items		2	3	3	8	\$950	
20	Substantial Walk Through		2	2	2	6	\$740	
21	Prepare Substantial Walk Through Punch List Items		2	2		4	\$550	
22	Verify Completion of Punch List Items			2		2	\$230	
23	Final Walkthrough		2	2	2	6	\$740	
24	Prepare Final Pay Estimate		2	4		6	\$780	
25	Prepare Close-out Packages		2	6		8	\$1,010	
26	Budget for Miscellaneous Meetings, Field Visits, Coordination		10	10		20	\$2,750	
27	Warranty Walkthrough & Follow-up		2	4	4	10	\$1,160	
	CONSTRUCTION MANAGEMENT SUBTOTAL	29	139	242	19	429	\$56,950	
28	Site Observation Services (12 Months @10hrs/day)				2598	2598	\$246,810	
29	Reimbursable Expenses - Mileage/Vehicle charges \$40/Day @ 260 working days						\$10,400	
	CONSTRUCTION INSPECTION SUBTOTAL	0	0	0	2598	2598	\$257,210	
Additional Services								
30	Material Testing (Cost +10%)						\$70,000	
31	Coordination with Urban Forester (Cost +10%)						\$950	
32	Coordination and Administration of Management Software (Cost +10%)						\$3,800	
	ADDITIONAL SERVICES TOTAL						\$74,750	
	TOTAL FEE						\$388,910	

City of Bellaire

ORDINANCE NO. 18-____

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, A STANDARD FORM OF AGREEMENT WITH ARKK ENGINEERS, LLC, FOR THE PROVISION OF CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP B PHASE 1 STREETS, DRAINAGE AND SIDEWALK PROJECT, IN AN AMOUNT NOT TO EXCEED \$388,910.

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

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with ARKK Engineers, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of construction management services associated with the Bonds for Better Bellaire 2016 Group B Phase 1 Street, Drainage and Sidewalk project in an amount not to exceed \$388,910.

PASSED and APPROVED this 6th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 6th day of August 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **ARKK ENGINEERS, LLC**, a corporation, 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 provide the following:

Construction Management Services for Group B Phase 1
 Sidewalk Project in an amount not to exceed \$388,910

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment 1," all of which are made a part hereof, and 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.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager 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. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on August 6, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

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

APPROVED AS TO FORM:

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

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

ARKK ENGINEERS, LLC

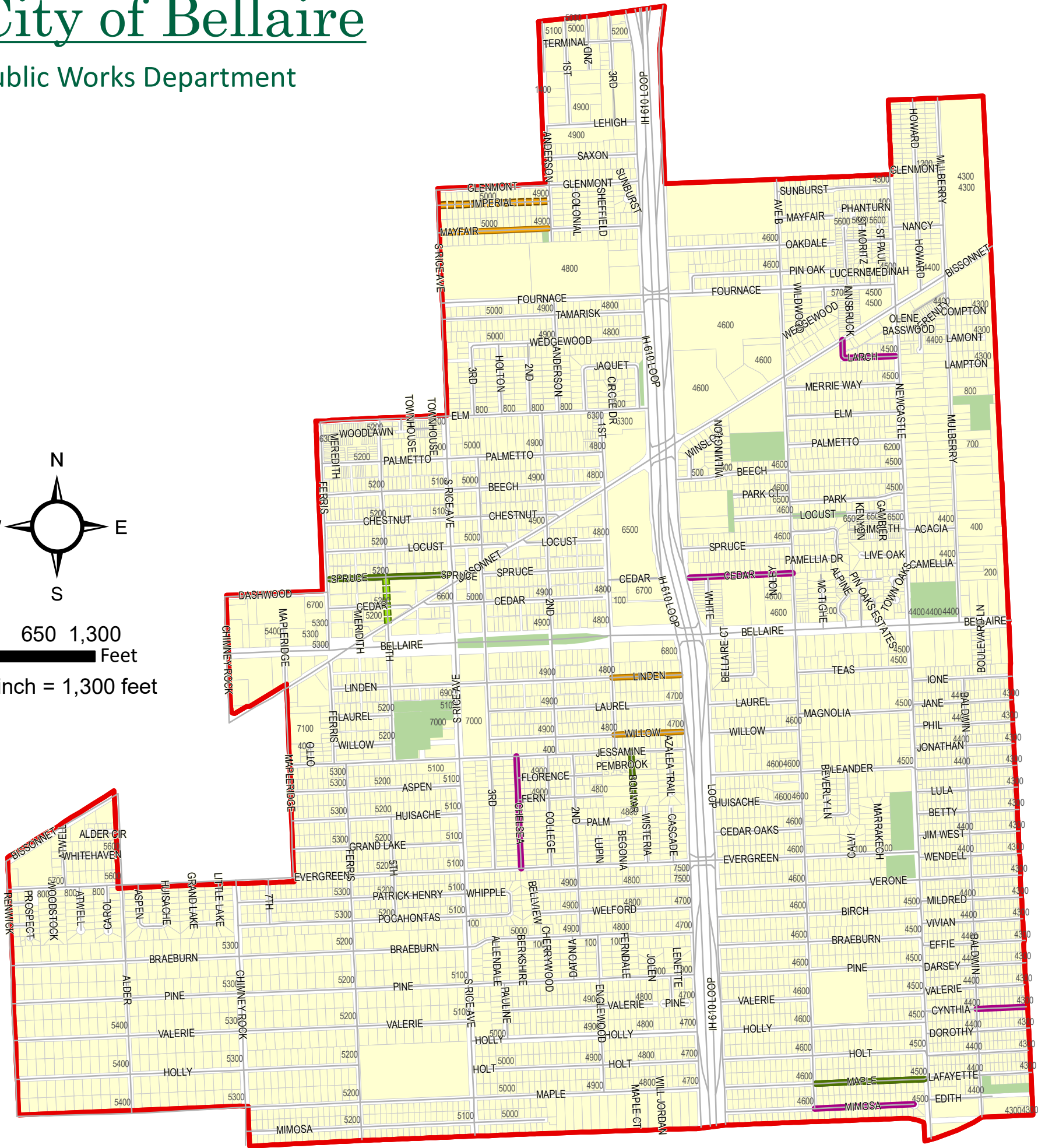
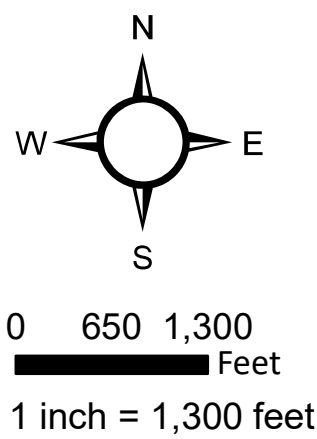
Printed Name:
Title:

Witness:

Printed Name:
Title:

City of Bellaire

Public Works Department



Map Created: May 25, 2018

STREETS AND DRAINAGE PROJECTS WITH SIDEWALKS

Construction Dates for each Project Listed Below

- City Limits

BI First Street, Drainage Sidewalk Project, Fall 2018

4700 Linden

4700 Willow

4900-5000 Mayfair

4900-5000 Imperial (incl waterline)

C2 Second Street, Drainage, Sidewalk Project, Fall 2018

4500 Maple

5100-5200 Spruce

500 Bolivar

N 5th Street between Bissonnet and Spruce (incl waterline)

C3 Third Street, Drainage, Sidewalk Project, Fall 2019

4300 Cynthia

4500 Larch

4500 Mimosa

4600 Cedar

500 Chelsea

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM

Department: Public Works

Category: Contract

Department Head: Michael Leech

DOC ID: 2633

SCHEDULED**ORDINANCE (ID # 2633)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with RAC Industries, LLC, for the provision of any and all services, materials, incidentals, and equipment necessary for the construction of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$1,498,538.60 – Submitted by Michael Leech, Director of Public Works.

Background/Summary:

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election. Proposition 1 for Streets, Drainage and Sidewalks was approved for \$24 million, where \$4 million is dedicated exclusively for new sidewalk construction. The focus of the sidewalks in this program is to improve the overall quality and connectivity of the sidewalk system, fill in gaps and update existing sidewalks that are not compliant with the Americans with Disabilities Act (ADA). This is the first project of three approved with this funding and is focused around schools within the City of Bellaire. Refer to the attached map for reference of the sidewalk locations with the Group D Phase 1 Sidewalk project. Also attached is a list of comments received at the neighborhood meeting for this project held on October 24, 2017.

Construction for this project is estimated to begin in September of 2018 through the summer of 2019. The sidewalk locations are:

- 4700 - 5000 Blocks of Braeburn Drive
- 4500 - 4600 Blocks of Holly Street
- 4600 Block of Laurel Street
- 4600 Block of Oleander Street
- 1000 Block of Pauline Avenue
- 5000 - 5100 Blocks of Pine Street
- 5300 Block of Pine Street
- 4500 Block of Teas Street
- 4800 - 4900 Blocks of Valerie Street
- 4500 Block of Verone Street

On July 12, 2018, six (6) firms submitted bids for this project with a range of \$1,498,538.60 to \$2,449,790.05. The lowest bid is around \$60,000 higher the design engineer's construction estimate. A thorough evaluation was performed on the lowest responsible bidder, RAC Industries, LLC (RAC). Although the City of Bellaire has not awarded a construction contract to RAC before, their list of references and supporting documentation has determined they have successfully completed similar work for other municipalities. Many of the personnel with their company have worked with the design engineer and construction manager on similar projects in the past under a previous construction company called Metro City Construction.

RAC is also the lowest responsible bidder on the Group B Phase I Streets, Drainage and Sidewalk project. Since these projects have similar construction schedules the contractor will be required to have separate crews for these projects. RAC Industries, LLC is recommended for this project.

Previous Council Action Summary:

On December 19, 2016, the City Council approved issuing \$33,460,000 General Obligation Bonds. An allocation of this issuance will begin funding the sidewalk projects.

On January 23, 2017, City Council approved the sale of the \$33,460,000 General Obligation Bonds, where \$1,000,000 was allocated for sidewalks.

On February 20, 2017, the City Council was presented with a master schedule for the Bonds for Better Bellaire 2016 bond program.

On March 20, 2017, the City Council approved the City Manager to enter into negotiations with Kelly R. Kaluza & Associates, Inc for design engineering and construction administration services for the Bonds for Better Bellaire 2016 Group D Phase I Sidewalk project in an amount not to exceed \$132,000.

On March 20, 2017, the City Council approved a contract with ARKK Engineers, LLC for third party plan services for the Bonds for Better Bellaire 2016 Street and Drainage projects Group B Phase 1 and Group C Phase 2 and Sidewalk Project Group D Phase 1 in an amount not to exceed \$62,000.

On July 10, 2017 City Council approved the sale of the \$11,580,000 General Obligation Bonds, where \$2,000,000 was allocated for sidewalks.

Fiscal Impact:

The Group D Phase 1 Sidewalk project bid amount of \$1,498,538.60 will be funded from prior Bonds for Better Bellaire 2016 bond sales for sidewalk projects.

City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval to award RAC Industries, LLC for a construction contract for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$1,498,538.60.

NOTE: The general specifications and contract documents for this project are not included in the agenda packet due to its voluminous size. These documents are available for review at City Hall and/or copies will be made available upon request.

ATTACHMENTS:

- Construction_D1 Letter of Recommendation (PDF)
- Construction_D1 Ordinance_RAC Industries (DOCX)
- 2016 Bonds for Better Bellaire _Sidewalks (PDF)
- Construction_D1 Standard Form of Agreement RAC Industries (DOC)
- Sidewalk Comments_Redacted (PDF)

Letter of Recommendation

for

Bid No. 18-010

BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 1 SIDEWALK IMPROVEMENTS

City of Bellaire

JULY 12, 2018

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

Attachment: Construction_D1 Letter of Recommendation (2633 : Award Group D Phase I Construction Contract)

City of Bellaire
Bonds for Better Bellaire 2016
Group D Phase 1
Sidewalk Improvements

TABLE OF CONTENTS

<u>LETTER OF RECOMMENDATION</u>	<u>NO. OF PAGES</u>
Engineering Letter of Recommendation.....	2
Bid Tabulation	1
Bid Proposal	5
Reference Sheets	6

Attachment: Construction_D1 Letter of Recommendation (2633 : Award Group D Phase I Construction Contract)

LETTER OF RECOMMENDATION

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
 3014 Avenue I, Rosenberg, Texas 77471
 (281) 341-0808 ■ FAX (281) 341-6333

July 16, 2018

Ms. Cristin Emshoff, MUP
 Project Administrator
 City of Bellaire
 4337 Edith Street
 Bellaire, Texas 77401

RE: Engineer's Recommendation of Award of Construction Contract for Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk Improvements, City of Bellaire, Harris County, Texas (Bid No. 18-010)

Dear Ms. Emshoff:

Construction bids were received and formally opened at 10:00 a.m. on Thursday, July 12, 2018 for the above referenced project. A total of six (6) construction bids were received and opened. This project involves the reconstruction of sidewalks and driveways. This includes removal of existing concrete sidewalks and concrete driveways, placement of new 4-1/2" concrete sidewalks and 6" driveways, as well as some special surface sidewalks and driveways, checker plate sidewalk construction, and removing and replacing existing turf and landscaping within the City's right-of-way.

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 completeness and mathematical errors. RAC Industries, LLC, DVL Enterprises, LLC, and AAA Asphalt Paving each had a mathematical error; however, these errors did not change bidder status.

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

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

<u>Contractor</u>	<u>Total Amount Base Bid</u>	<u>Total Number Calendar Days</u>
RAC Industries, LLC	\$1,498,538.60	270
Teamwork Construction Services	\$1,506,188.20	270
DVL Enterprises, LLC	\$1,557,090.00	270
AAA Asphalt Paving	\$1,738,917.50	270
GLM Contracting, Inc.	\$1,928,365.00	270
Millis Development & Construction	\$2,449,790.05	270

3. References –The references provided by RAC Industries, LLC, the low bidder, were contacted and information on their performance and capabilities to perform similar work was obtained. The references that were contacted indicated that RAC Industries, LLC completed the projects in a timely manner and they were satisfied with their work. We have worked with RAC Industries, LLC previously and find them competent to complete this project.

Ms. Cristin Emshoff, MUP
City of Bellaire
July 16, 2018
Page Two (2)

We are recommending that the City of Bellaire accept the construction bids received on the project and enter into a construction contract with RAC Industries, LLC for the Base Bid in the amount of \$1,498,538.60. If you have any questions, please contact me.

Sincerely,

KELLY R. KALUZA & ASSOCIATES, INC.



Duane H. Whitehead, P.E.
Project Engineer

DHW/msg

Enclosures

cc: Mr. Paul Hofmann, City Manager
Mr. Michael Leech, Director of Public Works
James Andrews, II, P.E., ARKK Engineering
Bobby Vasek, P.E., ARKK Engineering
RAC Industries, LLC

Attachment: Construction_D1 Letter of Recommendation (2633 : Award Group D Phase I Construction Contract)

BID TABULATION

ENGINEER:
KELLY R. KALUZA & ASSOCIATES, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
(281) 341-0808

BONDS FOR BETTER BELLAIRE 2016
GROUP D PHASE 1 SIDEWALK IMPROVEMENTS
CITY OF BELLAIRE, HARRIS COUNTY, TEXAS
BID OPENING DATE - THURSDAY, JULY 12, 2018 - 10:00 A.M.

OWNER:
CITY OF BELLAIRE
7008 S. RICE AVENUE
BELLAIRE, TX 77401
(713) 662-8100

BID TABULATION

BIDDERS:			RAC INDUSTRIES, LLC		TEAMWORK CONST. SVCS.		DVL ENTERPRISES, LLC		AAA ASPHALT PAVING		GLM CONTRACTING, INC		MILLIS DEVELOP & CONSTRUCTION, INC	
I. BASE BID	EST.	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
ITEM DESCRIPTION	QUANT.		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1 SAWCUT CONCRETE PAVEMENT	3,190	LF	\$ 4.60	\$ 14,674.00	\$ 5.20	\$ 16,588.00	\$ 10.00	\$ 31,900.00	\$ 4.00	\$ 12,760.00	\$ 5.00	\$ 15,950.00	\$ 10.73	\$ 34,228.00
2 REMOVE/DISPOSE OF EXIST CONCRETE SIDEWALKS TO SUITABLE LANDFILL	1,100	SY	\$ 5.30	\$ 5,830.00	\$ 19.85	\$ 21,835.00	\$ 10.00	\$ 11,000.00	\$ 6.00	\$ 6,600.00	\$ 5.00	\$ 5,500.00	\$ 12.08	\$ 13,288.00
3 REMOVE/DISPOSE OF EXIST CONCRETE DRIVEWAYS TO SUITABLE LANDFILL	5,250	SY	\$ 3.80	\$ 19,950.00	\$ 19.85	\$ 104,212.50	\$ 5.00	\$ 26,250.00	\$ 6.00	\$ 31,500.00	\$ 10.00	\$ 52,500.00	\$ 16.30	\$ 85,575.00
4 RELOCATE EXIST SIGN	20	EA	\$ 300.00	\$ 6,000.00	\$ 120.00	\$ 2,400.00	\$ 100.00	\$ 2,000.00	\$ 225.00	\$ 4,500.00	\$ 250.00	\$ 5,000.00	\$ 335.43	\$ 6,708.00
5 CENTERPOINT TO RELOCATE EXIST LIGHT POLE(S) & GUY WIRE(S)	1	ALLOW	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
6 RELOCATE EXIST WATER METER/IRRIGATION VALVE	80	EA	\$ 220.00	\$ 17,600.00	\$ 370.00	\$ 29,600.00	\$ 300.00	\$ 24,000.00	\$ 850.00	\$ 68,000.00	\$ 1,500.00	\$ 120,000.00	\$ 1,006.29	\$ 80,503.00
7 RELOCATE EXIST WATER VALVE/FIRE HYDRANT	13	EA	\$ 460.00	\$ 5,980.00	\$ 920.00	\$ 11,960.00	\$ 1,500.00	\$ 19,500.00	\$ 2,500.00	\$ 32,500.00	\$ 3,000.00	\$ 39,000.00	\$ 4,025.17	\$ 52,327.00
8 RELOCATE EXIST SPRINKLER HEAD & PIPING	1	ALLOW	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
9 ADJUST EXIST SAN SEW CLEANOUT TO MATCH FINISH GRADE	2	EA	\$ 520.00	\$ 1,040.00	\$ 175.00	\$ 350.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 603.78	\$ 1,207.00
10 ADJUST TOP OF EXIST MANHOLES TO MATCH FINISH GRADE	11	EA	\$ 520.00	\$ 5,720.00	\$ 375.00	\$ 4,125.00	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 250.00	\$ 2,750.00	\$ 805.03	\$ 8,855.00
11 ADJUST EXIST INLET TO MATCH SIDEWALK	3	EA	\$ 2,760.00	\$ 8,280.00	\$ 1,395.00	\$ 4,185.00	\$ 700.00	\$ 2,100.00	\$ 600.00	\$ 1,800.00	\$ 750.00	\$ 2,250.00	\$ 2,012.58	\$ 6,037.00
12 REGRADE/RECONNECT EXIST CURB DRAIN PIPE	225	LOC	\$ 200.00	\$ 45,000.00	\$ 120.00	\$ 27,000.00	\$ 200.00	\$ 45,000.00	\$ 200.00	\$ 45,000.00	\$ 500.00	\$ 112,500.00	\$ 134.17	\$ 30,188.00
13 4-1/2" THICK CONCRETE FOR SIDEWALKS	5,070	SY	\$ 56.90	\$ 288,483.00	\$ 58.05	\$ 294,313.50	\$ 60.00	\$ 304,200.00	\$ 80.00	\$ 405,600.00	\$ 60.00	\$ 304,200.00	\$ 97.18	\$ 492,702.00
14 6" THICK CONCRETE FOR DRIVEWAYS	4,507	SY	\$ 59.80	\$ 269,518.60	\$ 65.60	\$ 295,659.20	\$ 70.00	\$ 315,490.00	\$ 95.00	\$ 428,165.00	\$ 70.00	\$ 315,490.00	\$ 87.55	\$ 394,587.00
15 SIDEWALK RAMPS	75	EA	\$ 1,437.50	\$ 107,812.50	\$ 1,295.00	\$ 97,125.00	\$ 1,500.00	\$ 112,500.00	\$ 1,500.00	\$ 112,500.00	\$ 2,000.00	\$ 150,000.00	\$ 1,207.55	\$ 90,566.00
16 SPECIAL SURFACE DRIVEWAY/SIDEWALK	1,250	SY	\$ 100.00	\$ 125,000.00	\$ 78.00	\$ 97,500.00	\$ 90.00	\$ 112,500.00	\$ 125.00	\$ 156,250.00	\$ 75.00	\$ 93,750.00	\$ 257.32	\$ 321,650.00
17 REMOVE/REPLACE EXIST LANDSCAPING	1	ALLOW	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
18 SELECT FILL PLACEMENT	100	CY	\$ 14.00	\$ 1,400.00	\$ 48.00	\$ 4,800.00	\$ 10.00	\$ 1,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 67.09	\$ 6,709.00
19 SOLID SOD TURF REPLACEMENT TO MATCH EXIST; WATER UNTIL VEG ESTABLISH	10,200	SY	\$ 4.50	\$ 45,900.00	\$ 4.15	\$ 42,330.00	\$ 5.00	\$ 51,000.00	\$ 5.00	\$ 51,000.00	\$ 5.00	\$ 51,000.00	\$ 16.29	\$ 166,158.00
20 FURNISH/INSTALL/MAINTAIN EROSION SEDIMENT. CONTROL, SWPPP PERMIT, ET	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 7,100.00	\$ 7,100.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 60,378.00	\$ 60,378.00
21 TREE PROTECTION FENCING	1	LS	\$ 11,100.00	\$ 11,100.00	\$ 9,250.00	\$ 9,250.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 50,000.00	\$ 50,000.00	\$ 29,975.00	\$ 29,975.00
22 REMOVE TREE/SHRUB 0" TO 11.99" PER TREE PROTECTION PLAN	12	EA	\$ 400.00	\$ 4,800.00	\$ 920.00	\$ 11,040.00	\$ 300.00	\$ 3,600.00	\$ 250.00	\$ 3,000.00	\$ 600.00	\$ 7,200.00	\$ 154.30	\$ 1,851.00
23 REMOVE TREE/SHRUB 12" TO 29.99" PER TREE PROTECTION PLAN	9	EA	\$ 550.00	\$ 4,950.00	\$ 1,200.00	\$ 10,800.00	\$ 800.00	\$ 7,200.00	\$ 1,100.00	\$ 9,900.00	\$ 1,200.00	\$ 10,800.00	\$ 1,207.55	\$ 10,867.00
24 CLEARANCE PRUNE TREE SERVICES TO BE PERFORMED BY CERTIFIED ARBORIST	40	EA	\$ 345.00	\$ 13,800.00	\$ 820.00	\$ 32,800.00	\$ 600.00	\$ 24,000.00	\$ 65.00	\$ 2,600.00	\$ 200.00	\$ 8,000.00	\$ 147.59	\$ 5,903.00
25 INSTALL ROOT PRUNING TRENCH	565	LF	\$ 3.70	\$ 2,090.50	\$ 14.00	\$ 7,910.00	\$ 30.00	\$ 16,950.00	\$ 9.50	\$ 5,367.50	\$ 15.00	\$ 8,475.00	\$ 40.25	\$ 22,741.00
26 INSTALL CHECKERPLATE SIDEWALK CONSTRUCTION	2,100	SF	\$ 64.00	\$ 134,400.00	\$ 15.80	\$ 33,180.00	\$ 35.00	\$ 73,500.00	\$ 25.00	\$ 52,500.00	\$ 50.00	\$ 105,000.00	\$ 87.01	\$ 182,721.00
27 ROOT STIMULATION SERVICES TO BE PERFORMED BY CERTIFIED ARBORIST	15	EA	\$ 345.00	\$ 5,175.00	\$ 705.00	\$ 10,575.00	\$ 600.00	\$ 9,000.00	\$ 45.00	\$ 675.00	\$ 300.00	\$ 4,500.00	\$ 644.03	\$ 9,660.00
28 URBAN FORESTER/ARBORIST SITE VISITS, AS REQUIRED	1	ALLOW	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
29 OWNER'S ALLOWANCE TO BE USED AT CITY'S DISCRETION	1	ALLOW	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
30 PROJECT SIGNS	19	EA	\$ 950.00	\$ 18,050.00	\$ 1,150.00	\$ 21,850.00	\$ 500.00	\$ 9,500.00	\$ 800.00	\$ 15,200.00	\$ 1,000.00	\$ 19,000.00	\$ 462.89	\$ 8,794.00
31 FURNISH & MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL, ETC.	1	LS	\$ 21,735.00	\$ 21,735.00	\$ 28,800.00	\$ 28,800.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00	\$ 48,303.00	\$ 48,303.00
32 CONTRACTOR'S MOBILIZATION (INCL. BONDS & INSURANCE)	1	LS	\$ 72,450.00	\$ 72,450.00	\$ 42,900.00	\$ 42,900.00	\$ 70,000.00	\$ 70,000.00	\$ 20,000.00	\$ 20,000.00	\$ 95,000.00	\$ 95,000.00	\$ 41,300.00	\$ 41,300.00
TOTAL AMOUNT - BASE BID			\$ 1,498,538.60		\$ 1,506,188.20		\$ 1,557,090.00		\$ 1,738,917.50		\$ 1,928,365.00		\$ 2,449,790.00	
TOTAL AMOUNT OF CALENDAR DAYS - BASE BID			270		270		270		270		270		270	
BIDDERS:			RAC INDUSTRIES, LLC		TEAMWORK CONST. SVCS.		DVL ENTERPRISES, LLC		AAA ASPHALT PAVING		GLM CONTRACTING, INC		MILLIS DEVELOP & CONSTRUCTION, INC	

Attachment: Construction_D1 Letter of Recommendation (2633 : Award Group D Phase I Construction Contract)

MATHEMATICAL ERROR CORRECTED BY ENGINEER

BID PROPOSAL

COPY

City of Bellaire
Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk Improvements

BID PROPOSAL
BID FOR UNIT PRICE CONTRACT

PLACE: Bellaire, TexasDATE: 7/12/2018PROJECT NO. 18-010

RAC Industries, LLC 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:

BID NO. 18-010
BONDS FOR BETTER BELLAIRE 2016
GROUP D PHASE 1
SIDEWALK IMPROVEMENTS

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 **two hundred seventy (270) 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
Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk Improvements

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:

1 - RNS

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

Enclosed with this proposal is a cashier's check or certified check for _____ Dollars (\$ _____) or a bid bond in the sum of Ten Percent Of Greatest Amount Bid (\$ 10% GAB) 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
Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk Improvements

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.

RAC Industries, LLC

Bidder

By: *Robert N. Smith*
 Signature

Type or Print:

Bidder's
 Name: Robert N. Smith

Bidder's
 Address: 2512 Cocoa Lane
Pasadena, Texas 77502

(If Bidder is a Corporation)

Attest:

J Santos Lira
 Secretary

(Corporate Seal)

Name of
 Person Signing: J Santos Lira

Office Held: Secretary

CITY OF BELLAIRE
BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 1 SIDEWALK IMPROVEMENTS

Exhibit "A"
BID FORM

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
BASE BID					
1	SAWCUT CONCRETE PAVEMENT, COMPLETE IN PLACE, THE SUM OF	L.F.	3190	\$ 4.60	\$ 14,674.00
2	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALKS TO SUITABLE LANDFILL OR APPROVED EQUAL, COMPLETE IN PLACE, THE SUM OF	S.Y.	1100	\$ 5.30	\$ 5,830.00
3	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAYS TO SUITABLE LANDFILL OR APPROVED EQUAL, COMPLETE IN PLACE, THE SUM OF	S.Y.	5250	\$ 3.80	\$ 19,950.00
4	RELOCATE EXISTING SIGN, COMPLETE IN PLACE, THE SUM OF	EA.	20	\$ 300.00	\$ 6,000.00
5	CENTERPOINT TO RELOCATE EXISTING LIGHT POLE(S) AND GUY WIRE(S), COMPLETE IN PLACE, THE SUM OF	ALLOW	1	\$ 35,000.00	\$ 35,000.00
6	RELOCATE EXISTING WATER METER OR IRRIGATION VALVE, COMPLETE IN PLACE, THE SUM OF	EA.	80	\$ 220.00	\$ 17,600.00
7	RELOCATE EXISTING WATER VALVE OR FIRE HYDRANT, COMPLETE IN PLACE, THE SUM OF	EA.	13	\$ 460.00	\$ 5,980.00
8	RELOCATE EXISTING SPRINKER HEAD AND PIPING, COMPLETE IN PLACE, THE SUM OF	ALLOW	1	\$ 18,000.00	\$ 18,000.00
9	ADJUST EXISTING SANITARY SEWER CLEANOUT TO MATCH FINISH GRADE, COMPLETE IN PLACE, THE SUM OF	EA.	2	\$ 520.00	\$ 1,040.00
10	ADJUST TOP OF EXISTING MANHOLES TO MATCH FINISH GRADE, COMPLETE IN PLACE, THE SUM OF	EA.	11	\$ 520.00	\$ 5,720.00
11	ADJUST EXISTING INLET TO MATCH SIDEWALK, COMPLETE IN PLACE, THE SUM OF	EA.	3	\$ 2,760.00	\$ 8,280.00
12	REGRADE AND RECONNECT EXISTING CURB DRAIN PIPE, COMPLETE IN PLACE, THE SUM OF	LOC.	225	\$ 200.00	\$ 45,000.00
13	4-1/2" THICK CONCRETE FOR SIDEWALKS, COMPLETE IN PLACE, THE SUM OF	S.Y.	5070	\$ 56.90	\$ 288,483.00
14	6" THICK CONCRETE FOR DRIVEWAYS, COMPLETE IN PLACE, THE SUM OF	S.Y.	4507	\$ 59.80	\$ 269,518.60
15	SIDEWALK RAMPS, COMPLETE IN PLACE, THE SUM OF	EA.	75	\$ 1,437.50	\$ 107,812.50
16	SPECIAL SURFACE DRIVEWAY OR SIDEWALK, COMPLETE IN PLACE, THE SUM OF	S.Y.	1250	\$ 100.00	\$ 125,000.00
17	REMOVE AND REPLACE EXISTING LANDSCAPING, COMPLETE IN PLACE, THE SUM OF	ALLOW	1	\$ 150,000.00	\$ 150,000.00
18	SELECT FILL PLACEMENT, COMPLETE IN PLACE, THE SUM OF	C.Y.	100	\$ 14.00	\$ 1,400.00
19	SOLID SOD TURF REPLACEMENT TO MATCH EXISTING TURF OF THE DISTURBED AREAS AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT, COMPLETE IN PLACE, THE SUM OF	S.Y.	10200	\$ 4.50	\$ 45,900.00
20	FURNISH, INSTALL AND MAINTAIN EROSION SEDIMENTATION CONTROL, STORM WATER POLLUTION PREVENTION PLAN PERMIT AND DEVICES UNTIL VEGETATION IS ESTABLISHED, COMPLETE IN PLACE, THE SUM OF	L.S.	1	\$ 5,800.00	\$ 5,800.00
21	TREE PROTECTION FENCING, COMPLETE IN PLACE, THE SUM OF	L.S.	1	\$ 11,100.00	\$ 11,100.00
22	REMOVE TREE/SHRUB 0 TO 11.99" PER TREE PROTECTION PLAN, COMPLETE IN PLACE, THE SUM OF	EA.	12	\$ 400.00	\$ 4,800.00
23	REMOVE TREE/SHRUB 12" TO 29.99" PER TREE PROTECTION PLAN, COMPLETE IN PLACE, THE SUM OF	EA.	9	\$ 550.00	\$ 4,950.00
24	CLEARANCE PRUNE TREE SERVICES TO BE PERFORMED BY CERTIFIED ARBORIST, COMPLETE IN PLACE, THE SUM OF	EA.	40	\$ 345.00	\$ 13,800.00
25	INSTALL ROOT PRUNING TRENCH, COMPLETE IN PLACE, THE SUM OF	L.F.	565	\$ 3.70	\$ 2,090.50

CITY OF BELLAIRE
BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 1 SIDEWALK IMPROVEMENTS

Exhibit "A"
BID FORM

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Total Amount
26	INSTALL CHECKERPLATE SIDEWALK CONSTRUCTION, COMPLETE IN PLACE, THE SUM OF	S.F.	2100	\$ 64.00	\$ 134,400.00
27	ROOT STIMULATION SERVICES TO BE PERFORMED BY CERTIFIED ARBORIST, COMPLETE IN PLACE, THE SUM OF	EA.	15	\$ 345.00	\$ 5,175.00
28	URBAN FORESTER/ARBORIST SITE VISITS, AS REQUIRED, COMPLETE IN PLACE, THE SUM OF	ALLOW	1	\$ 8,000.00	\$ 8,000.00
29	OWNER'S ALLOWANCE TO BE USED AT CITY'S DISCRETION, COMPLETE IN PLACE, THE SUM OF	ALLOW	1	\$ 25,000.00	\$ 25,000.00
30	PROJECT SIGNS.	EA.	19	\$ 950.00	\$ 18,050.00
31	FURNISH AND MAINTAIN SIGNAGE, BARRICADES, AND FLAGMEN TRAFFIC CONTROL, FOR LANE AND ROAD CLOSURE AND PROVIDE TEMPORARY ACCESS TO PROPERTIES IN ACCORDANCE WITH THE PLANS AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", COMPLETE IN PLACE, THE SUM OF	L.S.	1	21,735.00 \$	21,735.00 \$ -
32	CONTRACTOR'S MOBILIZATION INCLUDING BONDS AND INSURANCE (MAY NOT EXCEED 5% OF BID), COMPLETE IN PLACE, THE SUM OF	L.S.	1	72,450.00 \$	72,450.00 \$ -

TOTAL BASE BID ITEMS: \$ 1,409,538.60

Attachment: Construction_D1 Letter of Recommendation (2633 : Award Group D Phase I Construction Contract)

REFERENCE SHEETS

REFERENCE: City of Dickinson

TELEPHONE NO.: 281.686.6918

CONTACT: Travis Sellers

PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I

CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

1. How did RAC 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: 9

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

ANSWER: No, not aware of any issues

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

ANSWER: No change orders

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

ANSWER: Yes, they were completed

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

ANSWER: 8

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

ANSWER: Yes, I would

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

ANSWER: Yes

REFERENCE: Harris County Precinct 2

TELEPHONE NO.: 281.772.9643

CONTACT: Vijaya K. Rapulo

PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I

CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

1. How did RAC Industries 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: 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 problems

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

ANSWER: No change orders

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

ANSWER: Yes, they completed on time

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

ANSWER: 8

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

ANSWER: Yes I would

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

ANSWER: Yes, they completed this project, and it was \$1 million dollars

REFERENCE: East Fort Bend County Development Authority
 TELEPHONE NO.: 972.951.5720
 CONTACT: Jessica Dennis
 PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I
 CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

1. How did RAC Industries perform on the project? (On a scale of 1-10)
 ANSWER: 9 or 10
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
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)
 ANSWER: 10, had no
5. Did they have any problems with the job? If so, what was the nature of the problem?
 ANSWER: No, went really smoothly considering we were in Stafford
6. Were there many change orders on the project? If so, what were the reasons? Were they reasonable?
 ANSWER: No change orders
7. Were they able to complete the project within the time allotted? If not, what was the reason?
 ANSWER: Yes they did, they were the only contractors on the project that did
8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)
 ANSWER: 10, easy to get a hold of, they always answered my calls or called me right back
9. Would you like to have them perform a job for you again?
 ANSWER: Yes for sure
10. Do you see them capable of performing larger projects?
 ANSWER: Yes

REFERENCE: Harris County

TELEPHONE NO.: 713.703.3078

CONTACT: Stephen Swindell

PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I

CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

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

ANSWER: 10

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: 10, excellent quality of work

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

ANSWER: Cannot rate, they didn't have neighboring property owners

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

ANSWER: No problems at all, handled spectacular

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

ANSWER: Definitely reasonable, traffic control requirement during construction, had nothing to do with them

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

ANSWER: Yes, completed on time

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

ANSWER: They did not speak with my clients, everything went through me

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

ANSWER: Yes, they are doing one right now

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

ANSWER: Yes

REFERENCE: City of Morgan's City

TELEPHONE NO.: 281.494.3252

CONTACT: Cole Caraway

PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I

CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

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

ANSWER: 10

2. Were you satisfied with their performance?

ANSWER: Yes

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

ANSWER: 10

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

ANSWER: 10

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

ANSWER: No problems

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

ANSWER: Only one change order, was the owners request

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

ANSWER: Yes they were

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 I would

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

ANSWER: Yes I do

REFERENCE: City of Texas City

TELEPHONE NO.: 713.400.2755

CONTACT: John Rudolf

PROJECT: Bonds for Better Bellaire 2016 Sidewalk Project Group D-Phase I

CONSTRUCTION AMOUNT: \$1,498,538.60

QUESTIONS

1. How did RAC Industries 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

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

ANSWER: 8

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

ANSWER: No issues

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

ANSWER: No change orders

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

ANSWER: Yes, finished on time

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

ANSWER: 9

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

ANSWER: Yes

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

ANSWER: Yes I do

City of Bellaire

ORDINANCE NO. 18-____

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, A STANDARD FORM OF AGREEMENT WITH RAC INDUSTRIES, LLC, FOR THE PROVISION OF ANY AND ALL SERVICES, MATERIALS, EQUIPMENT AND INCIDENTALS NECESSARY FOR THE CONSTRUCTION OF THE BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 1 SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$1,498,538.60.

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

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with RAC Industries, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of any and all services, materials, equipment and incidentals necessary for the construction of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$1,498,538.60.

PASSED and **APPROVED** this 6th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

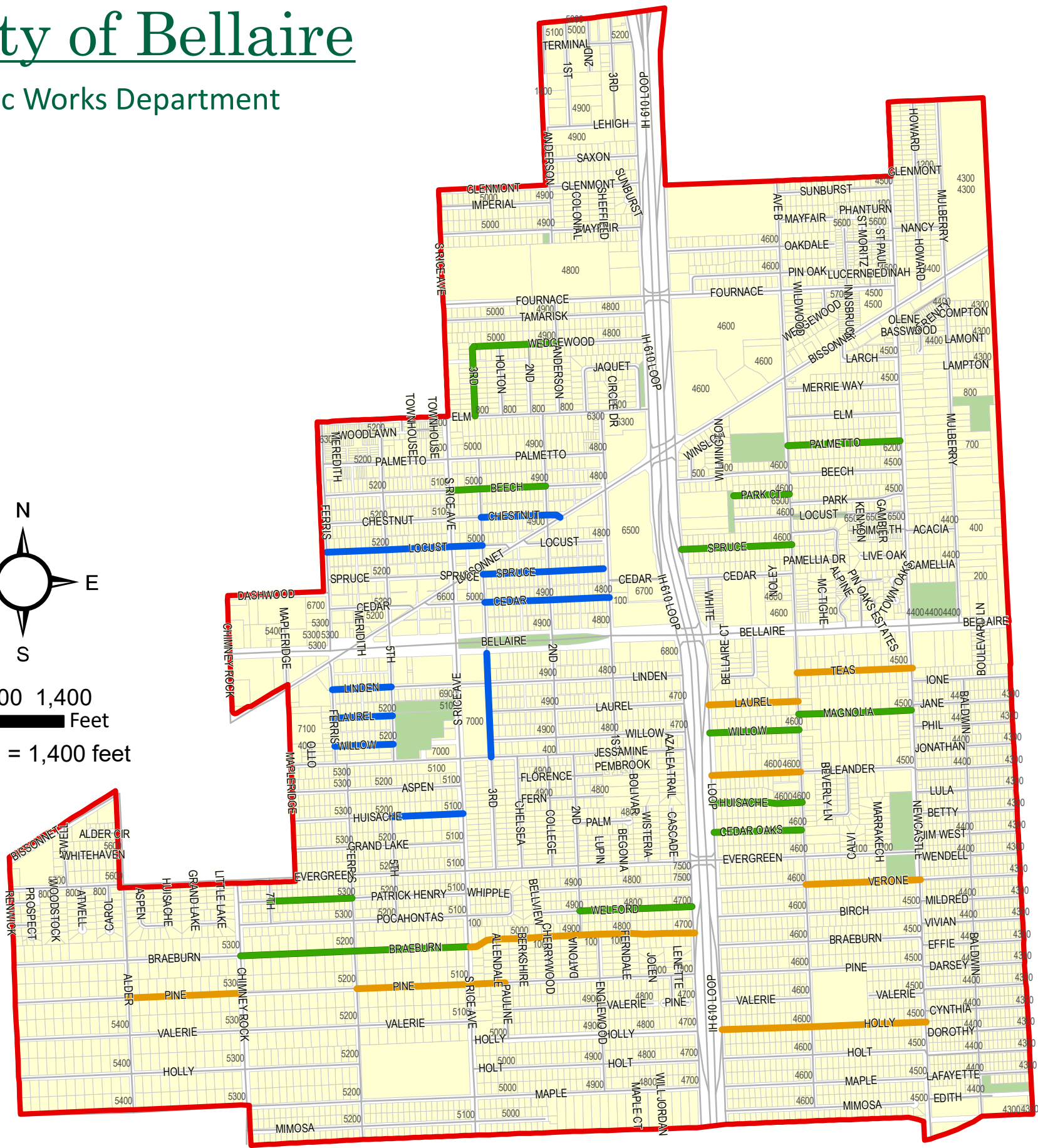
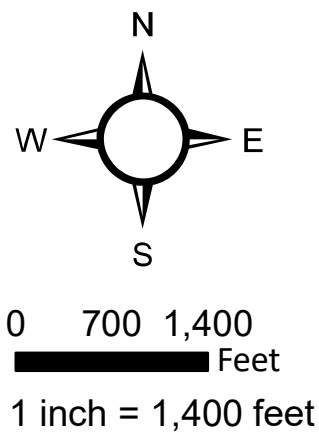
Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

City of Bellaire

Public Works Department



Map Created: May 25, 2018

SIDEWALK PROJECTS

Construction Dates for each Project Listed Below



City Limits

D1 Sidewalks: Around Schools, Fall 2018

- 4500 Teas
- 4500 Verone
- 4500-4600 Holly
- 4600 Laurel
- 4600 Oleander
- 4800-4900 Valerie
- 4700-5000 Braeburn
- 5000-5100 Pine
- 5300 Pine
- 1000 Pauline

D2 Sidewalks: Urban Village Downtown and City Hall Area, Winter 2018

- 5200 Willow
- 5200 Laurel
- 5200 Linden
- 4800-4900 Cedar
- 4800-4900 Spruce
- 5000-5200 Locust
- 5100 Huisache
- 4800-4900 Chestnut
- 3rd Street from Bellaire to Jessamine

D3 Sidewalks: Community Pathways, Winter 2019

- 800 N Third
- 4900-5000 Wedgewood
- 4900-5000 Beech
- 4500 Palmetto
- 4600 Spruce
- 4600 Park Court
- 4700-4800 Welford
- 5100-5200 Braeburn
- 5300 Patrick Henry
- 4500 Magnolia
- 4600 Willow
- 4600 Cedar Oaks
- 4600 Huisache

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 6th day of August, 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as “**CITY**,” and **RAC INDUSTRIES, LLC**, a limited liability company, 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 provide the following:

All services, materials, equipment and incidentals necessary for the construction of the Group D Phase I Sidewalk project in an amount not to exceed \$1,498,538.60

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked “Attachment 1,” all of which are made a part hereof, and 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.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager 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. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on August 6, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

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

APPROVED AS TO FORM:

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

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

RAC INDUSTRIES, LLC

Printed Name:
Title:

Witness:

Printed Name:
Title:

Bonds For Better Bellaire 2016				
Name	Address	Telephone	E-Mail	Comments
Thomas Lin & May Sim	4621 Laurel	Home: 713-668-8956 Work: 713-885-8619	██████████	1. At the neighborhood meeting (Oct 24) I viewed the proposed sidewalk plan. The sidewalk is too far into my yard. The engineer indicated the sidewalk could be more closer to the street. He made a notation "back of curb" on the map. Please give as much consideration to this request. The current planned sidewalk is to far into my yard. I would be willing to make a modification to my yard or driveway to make this happen. Please E-Mail me the final plans. 2. I also think that the money for the sidewalk should be given over to a drainage or street improvement. Add the dollars to the current drainage plans.
Hu-Yu Lin & Thomas Lin	4623 Laurel	Home: 713-668-0334 Work: 713-885-8619	██████████	1. At the neighborhood meeting (Oct 24) I viewed the proposed sidewalk plan. The engineer indicated I could request the sidewalk be moved closer to the street "back of curb". He noted this comment on the map. Please give as much consideration to this request. The current sidewalk plan has the sidewalk too far into my yard. Please move it as close to the street as possible. I would be willing to make any modifications to my driveway to make this work. Please email me the final plans. Thanks. 2. I think this sidewalk money should go to a drainage project.
Harold & Robin Vinegar	4613 Laurel	Home: 713-992-1477 Work: 713-992-1477	██████████	On the sidewalk section at 4613 Laurel we want the sidewalk to stay straight not curve into the driveway shown bellow. We own both properties 4613 Laurel and 4615 Laurel st and want a straight sidewalk along both frontages.
Mark Schmulen	4600-C Oleander	Home: 713-724-0035	██████████	I have a cabblesstone driveway and a slate stone walking way. A concrete driveway will depreciate my curb appeal and the value of my home when I sell it. If I have no choice I prefer to have the sidewalk terminated at my diwey and resume on the other side of it; same for my walkway, you should fix the pitch of my driveway within the city easment-even SUV's bottomont. I want compensation for the destruction of my home value. I am NOT happy about his!
Richard C. Yeh	4910 Braeburn Dr.	Home: 713-666-7228 Cell: 832-725-3411	██████████	Please change the sidewalk to be "straight" on my yard and then connect with the 4912 lot with a slant angle, to minimize damage to the sprinkler system.
Marjorie S. Leventon	4532 Verone St.	Home: 713-665-5627 Cell: 713-851-3269	██████████	We now have an issue with our hitch hitting the ground when we back out of or pull into our driveway. This needs to be addressed so that it doesn't get worse and hopefully gets better when my driveway is redesigned.
Richard Adams & Elizabeth McClintock	4509 Verone	Home: 713-665-0940	██████████	Question about removal of willow oak on the city easement at 4509 verone. Tree is dying and needs to be removed. During its lifetime the tree was damaged by the sewer manhole placed right next to it. Will the city help us with the cost of removal or do the work?
James & Angela Holland	4528 Teas St	Home: 714-231-0126 Work: 713-369-9428	██████████	This plan is not acceptable. I do not agree with it and I plan to stop it including legal action.
Forest Presswood	5324 Pine	Home: 713-666-3051 Work: 713-483-4870	██████████	I do not want my oak tree damaged, sidewalk will damage the trees on the northside of Pine St.
Patty Rotnock	2nd St			1. Drainage issues with more cement being pored in bellaire. 2. Constant maintenance of sidewalks with tree roots. 3. Coat of installation maintenance. 4. Decrease of beauty of yards. 5. Potential killing of trees.

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME:

Thomas Lin + May Sim

ADDRESS:

4621 Laurel

TELEPHONE:

HOME: 713 668 8956

WORK:

713 885 8619

E-MAIL:

CONCERN(S):

- ① At the neighborhood meeting (Oct 24) I viewed the proposed sidewalk plan. The sidewalk is too far into my yard. The engineer indicated the sidewalk would be moved closer to the street. He made a notation "back of curb" on the map. Please give as much consideration to this request. The current planned sidewalk is too far into my yard. I would be willing to make any modification to my yard or driveway to make this happen. PLEASE email me the final plans.
- ② I also think that the money for the sidewalks should be given over to a drainage or street improvement. Add the dollars to the current drainage plans.

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

Email: pw@bellairetx.gov

Phone: 713-662-8170

Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME: Hu-Yu Lin + Thomas Lin
ADDRESS: 4623 Laurel
TELEPHONE: HOME: 713 668 0334 WORK: 713 885 8619
E-MAIL: [REDACTED]

CONCERN(S): ① At the neighborhood meeting (Oct 24) I viewed the proposed sidewalk plan. The engineer indicated I could request the sidewalk be moved closer to the street ie "back of curb" He noted this comment on the map
Please give as much consideration to this request
The current side walk plan has the side walk too far into my yard. Please move it as close to the street as possible.
I would be willing to make any modification to my driveway to make this work.
PLEASE EMAIL me the Final Plans Thanks
② I think this side walk money should go to a drainage project

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

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Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME:

HAROLD & ROBIN VINEGAR

ADDRESS:

4613 LAUREL ST

TELEPHONE:

HOME:

713-992-1477

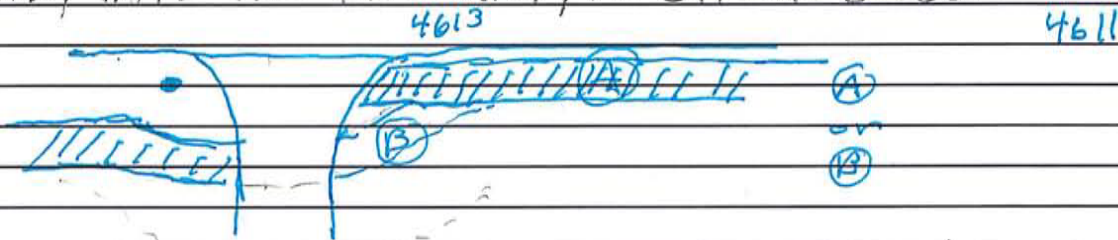
WORK:

713-992-1477

E-MAIL:

CONCERN(S):

ON THE SIDEWALK SECTION AT 4613 LAUREL,
WE WANT THE SIDEWALK TO STAY STRAIGHT, NOT
CURVE, INTO THE DRIVEWAY, AS SHOWN BELOW:



We own both properties 4613 LAUREL ST and
4611 LAUREL ST and want a straight sidewalk along
both frontages

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

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Phone: 713-662-8170

Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME:

Mark Schmulen

ADDRESS:

4600 - C Oleander

TELEPHONE:

HOME: 713-724-0035

WORK:

E-MAIL:

CONCERN(S):

- I have a cobblestone driveway and a slate stone walkway
- A concrete driveway will depreciate my curb appeal & the value of my home when I sell it
- If I have no choice ...
 - I prefer ~~not~~ to have the sidewalk terminate at my driveway & resume on the other side of it; same for my walkway
 - you should fix the pitch of my driveway within the city easement - even SUKs bottom on
 - I want compensation for the destruction of my home value. I am not happy about

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

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Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME:

Patty Potrock
Has St

ADDRESS:

TELEPHONE:

HOME:

WORK:

E-MAIL:

CONCERN(S):

1. Drainage issues with more current being ~~added~~ poured in Bellaire
2. Constant maintenance of sidewalks with tree roots
3. Cost of installation + maintenance
4. Decrease in beauty of yards
5. ~~of~~ Potential killing of trees

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)

Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
 Group D Phase I Sidewalk Improvement Project
 Tuesday, November 24, 2017 6:00 pm

NAME:

Richard C. Yeh

ADDRESS:

4910 Braeburn Dr.

TELEPHONE:

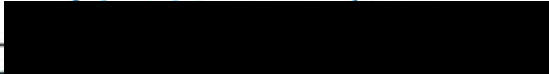
HOME:

713-666-7228

WORK:

Cell 832-725-3411

E-MAIL:



CONCERN(S):

- Please change the sidewalk to be "straight" on my yard and then connect with the 4912 lot with a slant angle, to minimize damage to the sprinkler system*



THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

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Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)

COMMENTS

Bonds for Better Bellaire 2016
 Group D Phase I Sidewalk Improvement Project
 Tuesday, November 24, 2017 6:00 pm

NAME:

Marjorie S. Leventon

ADDRESS:

4532 Verone St.

TELEPHONE:

HOME:

713-665-5627cell
WORK:713-851-3269

E-MAIL:

**CONCERN(S):**

We now have an issue with our hitch hitting the ground when we back out of or pull into our driveway. This needs to be addressed so that it doesn't get worse + hopefully gets better when my driveway is redesigned.

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

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Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
Group D Phase I Sidewalk Improvement Project
Tuesday, November 24, 2017 6:00 pm

NAME:

Richard Adams & Elizabeth McClinlock

ADDRESS:

4509 Verone

TELEPHONE:

HOME: 713-665-0940

WORK:

E-MAIL:

[REDACTED]

CONCERN(S):

Question about Removal of Willow Oak on the city
Easement at 4509 Verone

Tree is dying & needs to be removed.

During its lifetime the tree was damaged by the
sewer manhole placed right next to it.

Will the city help us with the cost of removal or
do the work?

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

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Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
 Group D Phase I Sidewalk Improvement Project
 Tuesday, November 24, 2017 6:00 pm

NAME:

James & Angela Holland

ADDRESS:

4528 Teas Street

TELEPHONE:

 Mobil
 HOME:
714 231 0126

WORK:

713 369 9428

E-MAIL:

[REDACTED]

CONCERN(S):

This plan is not acceptable. I do not agree
with it and I plan to stop it including legal action

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)

Email: pw@bellairetx.gov

Phone: 713-662-8170

COMMENTS

Bonds for Better Bellaire 2016
 Group D Phase I Sidewalk Improvement Project
 Tuesday, November 24, 2017 6:00 pm

NAME:

Forest. Presswood

ADDRESS:

5324 PINE

TELEPHONE:

HOME:

(713) 666 8051

WORK:

713 483 4870

E-MAIL:

[REDACTED]

CONCERN(S):

I Do Not Want my
 Oak trees Damaged, Sidewalks
 Will Damage the trees
 ON the North Side of Pine St.

THIS SECTION TO BE COMPLETED BY THE CITY OF BELLAIRE.

PARTY(S) RESPONSIBLE FOR TAKING ACTION:

ACTION TAKEN:

PLEASE RETURN TO: CITY HALL, 7008 SOUTH RICE AVENUE

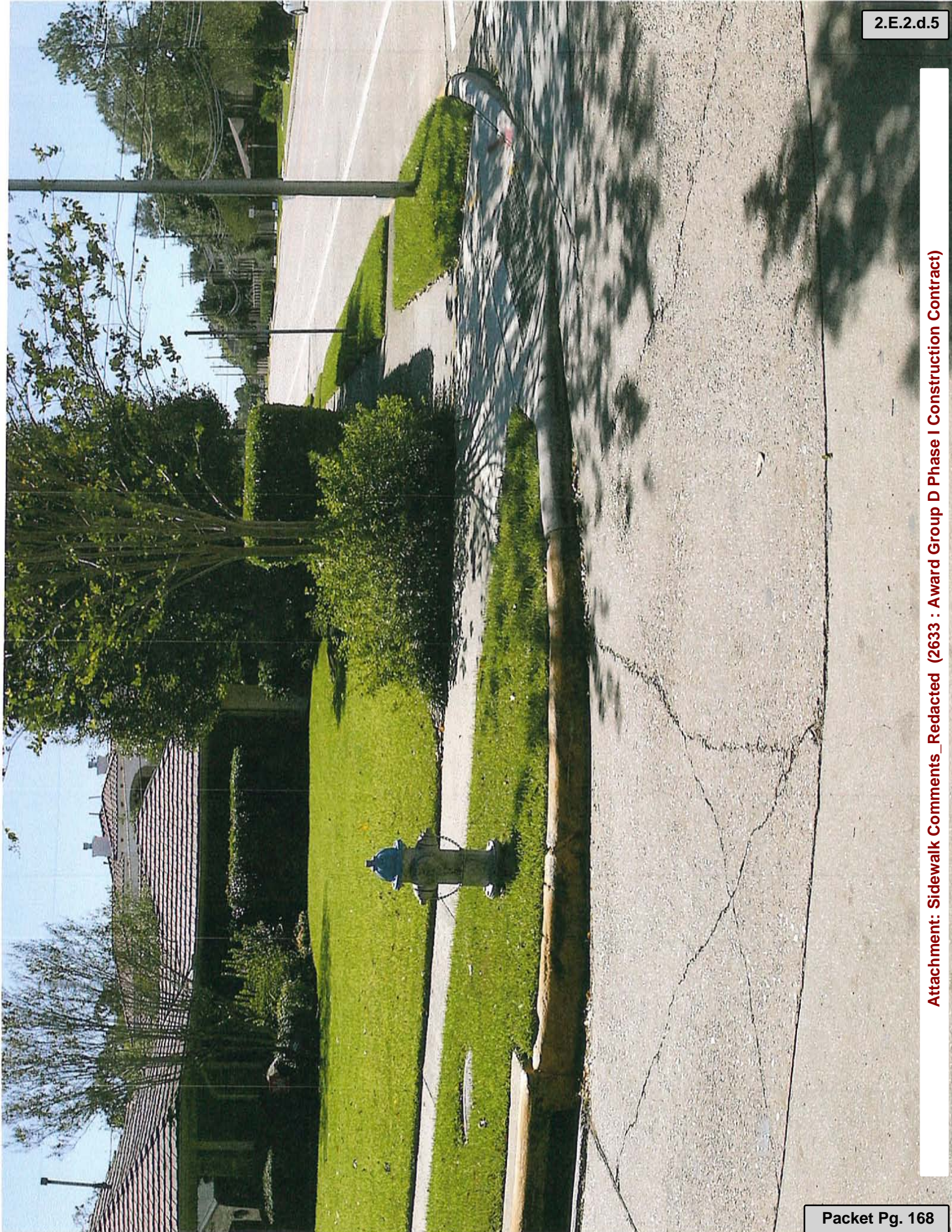
Email: pw@bellairetx.gov

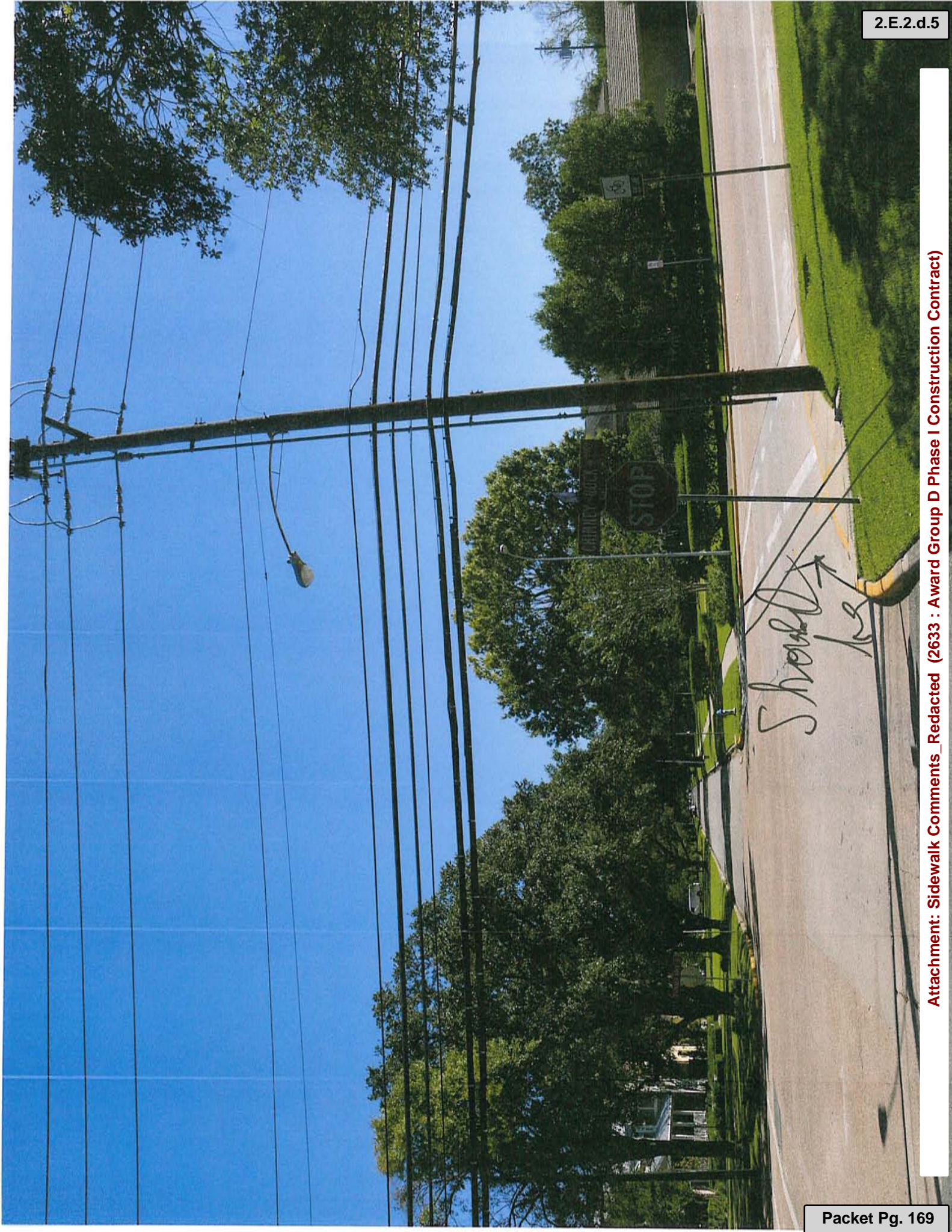
Phone: 713-662-8170

Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)











1 OAK TREE
RDB

3 feet



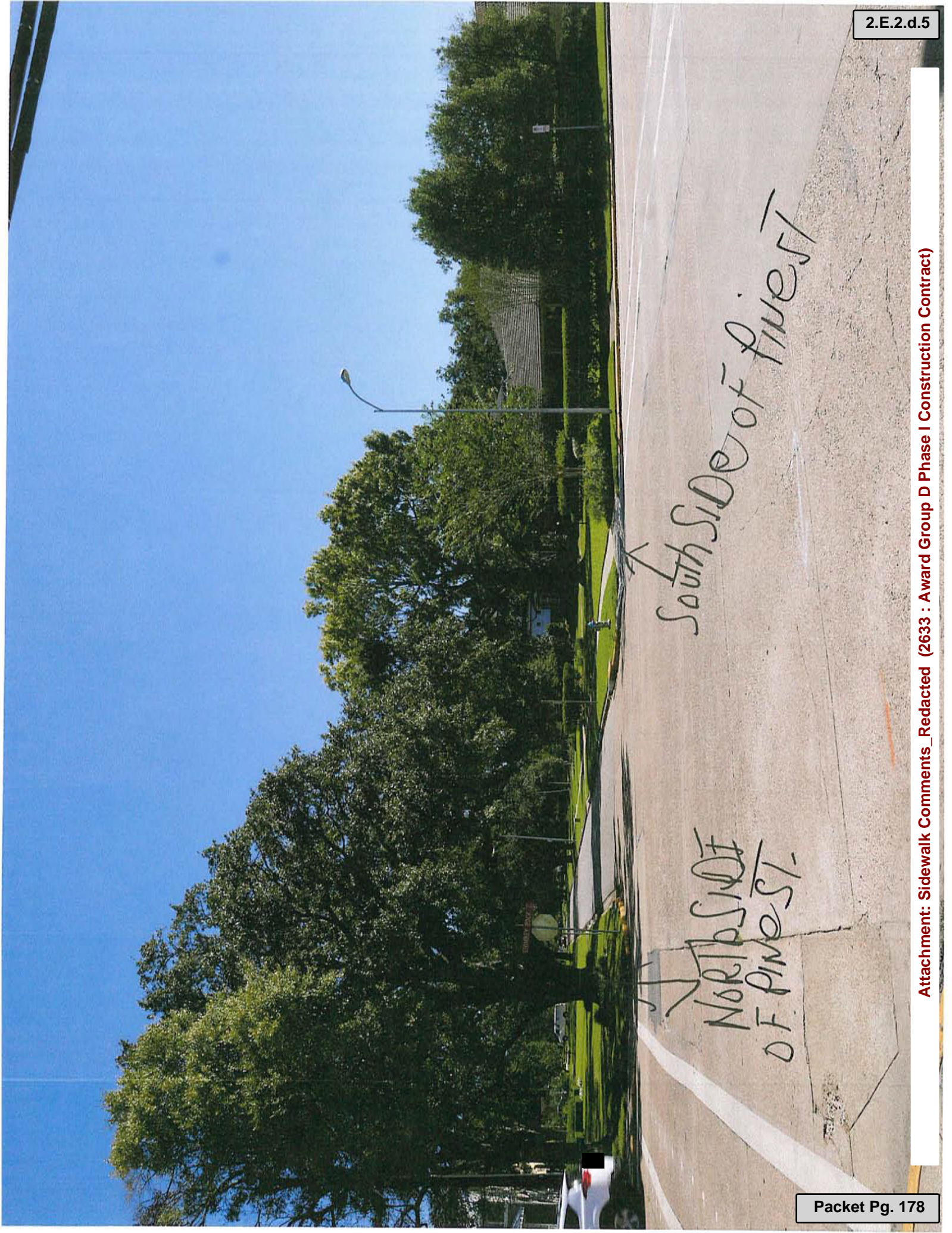


Attachment: Sidewalk Comments_Redacted (2633 : Award Group D Phase I Construction Contract)









Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM

Department: Public Works

Category: Contract

Department Head: Michael Leech

DOC ID: 2634

SCHEDULED**ORDINANCE (ID # 2634)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of construction management services for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project in an amount not to exceed \$123,350.00 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election. Proposition 1 for Streets, Drainage and Sidewalks was approved for \$24 million, where \$4 million is dedicated exclusively for new sidewalk construction. The focus of the sidewalks in this program is to improve the overall quality and connectivity of the sidewalk system, fill in gaps and update existing sidewalks that are not compliant with the Americans with Disabilities Act (ADA). This is the first project of three approved with this funding and is focused around schools within the City of Bellaire. There have been no objections to sidewalks brought to our attention for this project. Refer to the attached map for reference of the sidewalk locations with the Group D Phase 1 Sidewalk project.

On March 20, 2017, the City Council approved the City Manager to enter into negotiations with Kelly R. Kaluza & Associates, Inc for design engineering and construction administration services. Construction for this project is estimated to begin in September of 2018 through the summer of 2019. The sidewalk locations are:

- 4700 - 5000 Blocks of Braeburn Drive
- 4500 - 4600 Blocks of Holly Street
- 4600 Block of Laurel Street
- 4600 Block of Oleander Street
- 1000 Block of Pauline Avenue
- 5000 - 5100 Blocks of Pine Street
- 5300 Block of Pine Street
- 4500 Block of Teas Street
- 4800 - 4900 Blocks of Valerie Street
- 4500 Block of Verone Street

As an effort to redefine the professional services for the design and construction phases in the Bonds for Better Bellaire 2016 program, a Request for Qualifications was advertised in January of 2017 for design engineering, construction administration, third party review and construction management services.

For the Bonds for Better Bellaire 2016 program, ARKK Engineers, LLC is recommended for third party review and construction management services when they are not providing design engineering and construction administration services for water and wastewater projects. Their third party review contract was approved at the March 20, 2017 City Council meeting. Third party review and construction

management services are in place to ensure the City of Bellaire has quality control and quality assurance during the construction phase. To help facilitate this interaction during the construction phase, ARKK Engineers, LLC was asked to provide project management software to track all phone calls received and how they are being addressed, punch lists, submittals and requests for information for the design engineer for the duration of all projects. This software will help deliver a faster closeout process for all projects and coordinate timely communication with residents. The cost of the construction management services in this contract have similar margins to the contracts approved for previous bond programs. In our experience the pricing provided by ARKK relative to the level of work required to perform these services is consistent with our experiences with past projects.

The Public Works Department recommends ARKK Engineers, LLC for construction management services for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalks project with the addition of project management software.

Previous Council Action Summary:

On December 19, 2016, the City Council approved issuing \$33,460,000 General Obligation Bonds. An allocation of this issuance will begin funding the sidewalk projects.

On January 23, 2017, City Council approved the sale of the \$33,460,000 General Obligation Bonds, where \$1,000,000 was allocated for sidewalks.

On February 20, 2017, the City Council was presented with a master schedule for the Bonds for Better Bellaire 2016 bond program.

On March 20, 2017, the City Council approved the City Manager to enter into negotiations with Kelly R. Kaluza & Associates, Inc for design engineering and construction administration services for the Bonds for Better Bellaire 2016 Group D Phase I Sidewalk project in an amount not to exceed \$132,000.

On March 20, 2017, the City Council approved a contract with ARKK Engineers, LLC for third party plan services for the Bonds for Better Bellaire 2016 Street and Drainage projects Group B Phase 1 and Group C Phase 2 and Sidewalk Project Group D Phase 1 in an amount not to exceed \$62,000.

On July 10, 2017 City Council approved the sale of the \$11,580,000 General Obligation Bonds, where \$2,000,000 was allocated for sidewalks.

Fiscal Impact:

This contract for Group D Phase 1 Sidewalk project construction management services will be funded from prior Bonds for Better Bellaire 2016 bond sales for sidewalk projects.

City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval for the ARKK Engineers, LLC contract for construction management services in amount not to exceed \$123,350 for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project.

ATTACHMENTS:

- D1 Construction Mgmt - ARKK Engineers (PDF)
- D1 Construction Mgmt Ordinance _ARKK Engineers (DOCX)
- D1 Construction Mgmt Standard Form of Agreement - ARKK Engineers (DOC)
- 2016 Bonds for Better Bellaire _Sidewalks (PDF)



July 26, 2018

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

Re: **Proposal for Construction Management/Observation Services for Bonds for a Better Bellaire 2016:**

- **Group D Phase 1 Sidewalk Project**

Dear Mr. Leech:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing Construction Phase Services for the following Bonds for a Better Bellaire 2016 project:

- Sidewalk Project Group D Phase 1
 Estimated Construction Cost - \$1.4 million
 Estimated Schedule – Construction September 2018 to March 2019

The Scope of Services described in this proposal covers construction management services for the Group D Phase I project and construction is anticipated to last 7 months starting in September 2018 and lasting until March 2019. The Design Engineer of Record for the Group D Phase 1 project is Kelly R. Kaluza & Associates.

ARKK has met with Kaluza on a number of occasions to answer questions regarding design direction, meeting the intent of the City's Drainage Study and the Bonds for a Better Bellaire 2016 program. We also reviewed the design package submittal provided by the Kaluza before the construction contracts were advertised for bid.

General Overview

In November of 2016, Bellaire voters approved Bonds for a Better Bellaire 2016. The bond program provides funds for several capital improvement projects, including a portion of the Municipal facilities project, water line and wastewater line replacement/rehabilitation, new sidewalk construction and major street and drainage improvements.

As you are aware, ARKK and the City developed a street improvement priority ranking matrix that considered many issues to determine a fair and reasonable formula for selecting the streets to receive improvements during the Bonds for a Better Bellaire 2016 program. The matrix formula established an objective selection process emphasizing drainage problems and street condition problems.

ARKK's goal is to support the City staff with professionals that will help ensure the successful completion of this project. The ARKK Construction Management team will be led by James Andrews, P.E. City

Engineer with Madhu Kilambi, P.E (ARKK Principal and Construction Manager) and Bobby Vasek (ARKK Assistant Construction Manager) reporting on the contractor's progress and citizen issues and attending and participating in construction progress meetings. These highly experienced Construction Management professionals will support the field inspectors to provide the City of Bellaire with confidence the project will be constructed as planned. It is ARKK's goal to improve the lines of communication in all phases of the construction process from recently completed street and drainage reconstruction projects. To aid with the construction management of the bond projects, ARKK will utilize Procore project management software to aid with project communication and documentation. City staff will have access to this project management dashboard for monitoring the projects.

A listing of the streets selected for these phases of improvements is provided below:

- Sidewalk Project Group D Phase 1
4700-5000 Braeburn Dr.
4500-4600 Holly St.
4600 Laurel St.
4600 Oleander St.
1000 Pauline Ave.
5000-5100 Pine St.
5300 Pine St.
4500 Teas St.
4800-4900 Valerie St.
4500 Verone St.
Estimated Construction Cost - \$1.4 million
Estimated Schedule – Construction Start September 2018, Construction End March 2019

The construction observation services will include all necessary office staff to supervise and support field personnel and to manage the construction project as described in this proposal.

Construction Management Phase Services

Act as the City's on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made.

- Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute to City Staff, Design Engineer and contractor throughout the duration of the project.
- Schedule meetings every month to review the following: work progress and schedule, outstanding issues, status of submittals, and responses to shop drawings, unforeseen issues and changes to the work.
- Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
- Coordinate/monitor the following: Utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
- Attend all utility coordination, construction, and scheduling meetings.
- Obtain copy of any permits or private utility approvals for Public Works in order to monitor progress of utility relocation per permit/plan.
- Coordinate with Design Engineer's Construction Administration Services

Project Management Software

- ARKK will utilize project management software (Procore) to aid with project communication and documentation.
- Set up the Bond Projects utilizing the project management software to allow the City to have easy access to a project dashboard and to monitor the Projects.
- Receive, route, track and log all submittals and communicate with Contractor the status of submittal reviews; maintain submittal log to ensure timely responses.
- Receive, route, track and log all Request for information (RFI) and communicate with the project team the status of RFI reviews; maintaining a RFI log to ensure timely responses.
- Assemble and maintain daily construction logs of activities, manpower, and equipment on the project.
- Pay applications will be generated based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.

Construction Observation Services

- Provide on-site representative(s) to observe the progress and quality of the work by the Contractor(s).
- The on-site representative(s) will provide daily reports on the status of the construction to include:
 - Weather conditions
 - Contractor's work force, equipment and manpower, hours worked
 - Laboratory testing activities
 - Performance testing of water and sewer lines if required
 - Construction activities at the site
 - Field measured pay item quantities
 - Noteworthy occurrences
- The on-site representative(s) will attend meetings such as pre-construction conference, progress meetings and other project related meetings.
- The on-site representative(s) will take pre-construction photographs and periodic photographs of the construction progress and of key items of concern.
- The on-site representative(s) will coordinate the activities of the City's testing laboratory.
- The on-site representative(s) will coordinate with the City of Bellaire and the Contractor for construction scheduling, resident notification and communication.
 - Scheduling water, sewer and driveway disruptions to minimize inconvenience to residents
 - Coordination of repairs of utilities accidentally impacted, notification of utility owner, fire and police departments when applicable
 - Coordination of notification to impacted property owners and City staff for impending construction activities and access disruptions
- The on-site representative(s) will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative(s) will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings by the Design Engineer.
- Meet with residents individually and as groups to discuss specific concerns. Such concerns typically include the placement of driveways and sidewalks, replacement of landscaping and

irrigation system components, the construction schedule as it relates to individual concerns, and access for residents with special needs.

- The on-site representative(s) will be furnished in an effort to aid the process of observing the performance of work of the Contractor(s). Through more extensive on site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Bellaire against defects and deficiencies in the work of the Contractor(s); but the furnishing of such on-site representative(s) will not make ARKK responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents. ARKK will notify the City in writing of known non-conforming work by the Contractor.
- Responsible for notifying the Design Engineer and City Staff of field problems and facilitate solutions to the problems encountered.
- Review and update as-built documents regularly with contractor.
- Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly for compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
- Recommend alternate project sequencing/scheduling to keep project on schedule.
- Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City for review and approval.
- Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- Verify construction conformance and compliance with any outside agencies.
- Verify construction conformance with permitted activities such as TxDOT roadway permits, City of Houston and/or HCFCD permits.
- Maintain records of all decisions, actions and activities with regard to construction operations (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections.)

Pay Applications

- Pay applications will be generated based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.
- Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; to verify work conducted and bid item quantities with contractor.
- Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- Finalize pay application with signatures from Contractor, Design Engineer and Construction Manager certifying quantities and amounts.
- Notify City Project Manager when all signatures are completed for invoice processing.
- Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports.
- Provide quantity forecast review of bid items to help identify potential quantity over-runs as part of pay estimate review.

- Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance.

Change Orders

- Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for review and approval. Log and track the status of RFP and responses from Contractor, City and Design Engineer.
- Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- Prepare Change Order and documentation including signatures of Contractor, Design Engineer and Construction Manager for delivery to City.

Testing Laboratory and Results

- Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications
- Review lab test reports and log any failures.
- Review Invoicing from Laboratory to daily activities.

Project Completion

- Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list of non-conforming work based on visual inspections. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.
- Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate.
- Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.
- Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- Provide indexed project files
- Maintain redline plans for as-built or record drawings that will be prepared by the Design Engineer.

Texas Department of Licensing and Regulation Compliance Services

- Attend inspection of improvements by a TDLR Consultant upon completion of construction. Coordinate with the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.

Conduct Project Close-Out and Warranty Period Services

- Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- Consult with City on any potential Warranty items requiring repair or replacement.
- Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- Provide staff to conduct and participate in the warranty inspections.
- Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor.
- Oversee repairs for non-conforming work with Contractor.
- Submit final report on completed warranty repairs.

Fee for Services

Our fee for the services described is the lump sum amount of below:

• Group D Phase 1 Sidewalk Project (Lump sum amount):	
- Construction Management	\$38,695
- Construction Observation	\$63,705
- Material Testing	\$20,000
- Coordination with Urban Forester	\$950
TOTAL	\$123,350

A detailed break-down of the proposed fee is provided in the attached EXHIBIT A. The fee includes hourly costs for a project site representative, and supervisory services, and mileage. ARKK Engineers, LLC will submit monthly progress invoices for all work completed to invoice date. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Additional services beyond those described in the Scope of Services for field personnel will be invoiced on the basis of direct labor costs times a factor of 2.70. Mileage will be charged at the prevailing IRS rate. Reimbursable expenses will be charged at cost plus 10%. No additional services will be provided without written authorization from the City of Bellaire.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and to continue working for the City of Bellaire.

Sincerely,

ARKK Engineers, LLC



James B. Andrews, P.E.

City Engineer

Attachment: Exhibit A

EXHIBIT A
MANHOUR ESTIMATE
Construction Management & Inspection Services
City of Bellaire
Sidewalk Project Group D Phase I
Design Firm Kelly R. Kaluza & Associates

DATE: 7/26/2018

		Senior Project Manager	Construction Project Manager	Project Engineer	Inspector	Total Hours	Total Cost
HOURLY RATE		\$175	\$160	\$115	\$95		
CONSTRUCTION MANAGEMENT & INSPECTION (7 Month Duration)							
1	Attend Pre-bid Meeting		3	3	3	9	\$1,110
2	Prepare Pre- Construction Meeting Agenda		1	2		3	\$390
3	Conduct Pre-Construction Conference	1	2	2	2	7	\$915
4	Prepare & Distribute Preconstruction Meeting Minutes		1	3		4	\$505
5	Prepare Agenda for Progress Meetings		3	7		10	\$1,285
6	Conduct Monthly Progress Meetings		7	14		21	\$2,730
7	Prepare & Distribute Progress Meeting Minutes		7	7		14	\$1,925
8	Submittal Distribution & Follow-up		8	18		26	\$3,350
9	RFI Follow-up & Response		10	22		32	\$4,130
10	Special Field Meetings			13		13	\$1,495
11	Utility Coordination Meetings			3		3	\$345
12	Monitor Construction Schedules	7				7	\$1,225
13	Pay Estimate Verifications & Coordination with Design Engineer			14		14	\$1,610
14	Prepare & Process Pay Estimates	1	7	14		22	\$2,905
15	Prepare Monthly Summary Report	7	14			21	\$3,465
16	Change Order preparation & Follow-up Documentation		3	8		11	\$1,400
17	Coordination of Testing Activities			8		8	\$920
18	Preliminary Walk through			3	3	6	\$630
19	Prepare Preliminary Punch List Items		2	3	3	8	\$950
20	Substantial Walk Through		2	2	2	6	\$740
21	Prepare Substantial Walk Through Punch List Items		2	2		4	\$550
22	Verify Completion of Punch List Items			2		2	\$230
23	Final Walkthrough		2	2	2	6	\$740
24	Prepare Final Pay Estimate		2	4		6	\$780
25	Prepare Close-out Packages		2	6		8	\$1,010
26	Budget for Miscellaneous Meetings, Field Visits, Coordination		8	8		16	\$2,200
28	Warranty Walkthrough & Follow-up		2	4	4	10	\$1,160
	CONSTRUCTION MANAGEMENT SUBTOTAL	16	88	174	19	297	\$38,695
27	Site Observation Services (7 Months @4hrs/day)				607	607	\$57,665
29	Reimbursable Expenses - Mileage/Vehicle charges \$40/Day @ 151 working days						\$6,040
	CONSTRUCTION INSPECTION SUBTOTAL	0	0	0	607	607	\$63,705
Additional Services							
30	Material Testing (Cost +10%)						\$20,000
31	Coordination with Urban Forester (Cost +10%)						\$950
	ADDITIONAL SERVICES SUBTOTAL						\$20,950
	TOTAL FEE						\$123,350

City of Bellaire

ORDINANCE NO. 18-__

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, A STANDARD FORM OF AGREEMENT WITH ARKK ENGINEERS, LLC, FOR THE PROVISION OF CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 1 SIDEWALK PROJECT, IN AN AMOUNT NOT TO EXCEED \$123,350.

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

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with ARKK Engineers, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of construction management services associated with the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk Project in an amount not to exceed \$123,350.

PASSED and APPROVED this 6th day of August, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 6th day of August 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **ARKK ENGINEERS, LLC**, a corporation, 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 provide the following:

Construction Management Services for Group D Phase 1
 Sidewalk Project in an amount not to exceed \$123,350

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment 1," all of which are made a part hereof, and 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.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager 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. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on August 6, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

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

APPROVED AS TO FORM:

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

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

ARKK ENGINEERS, LLC

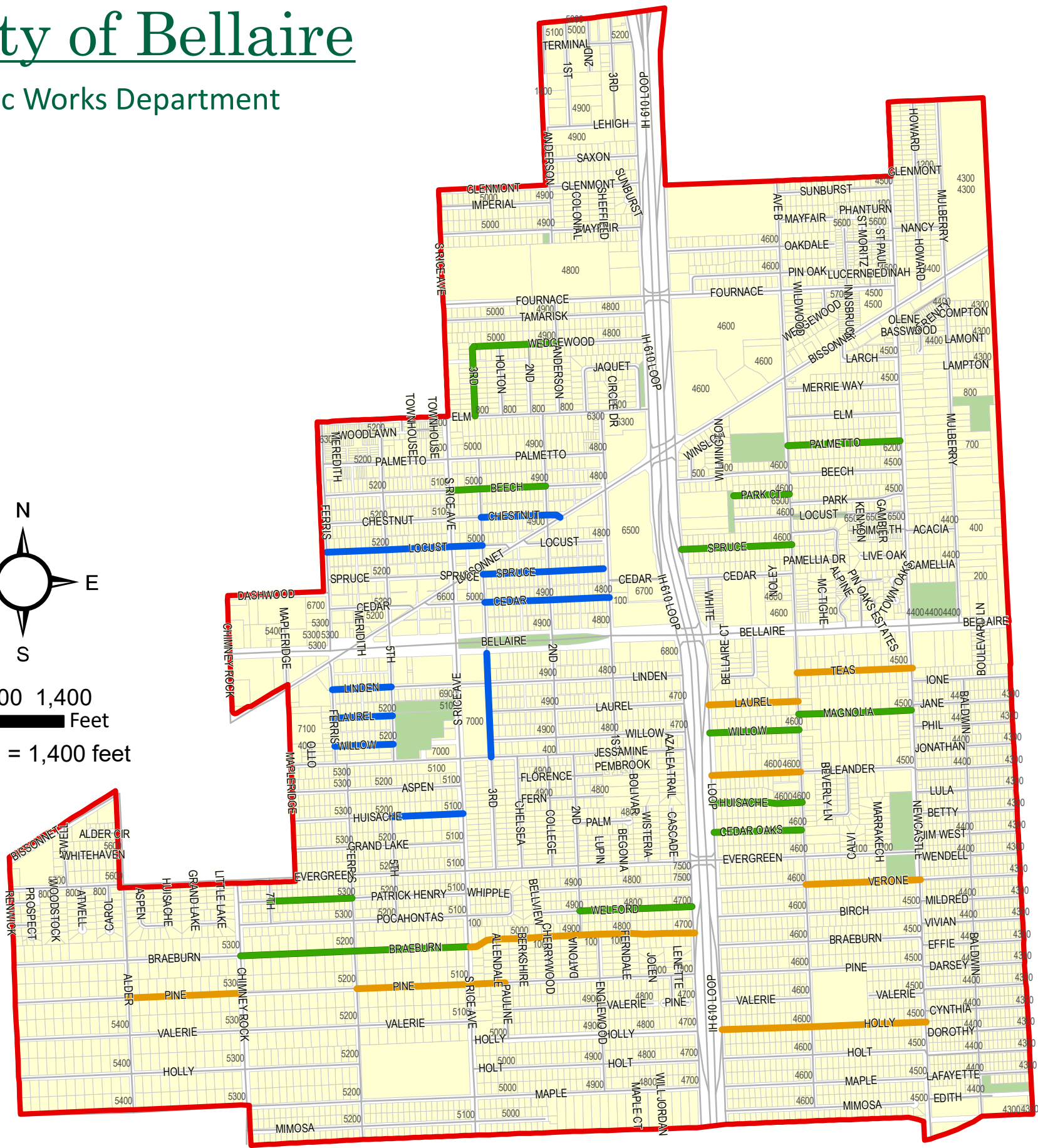
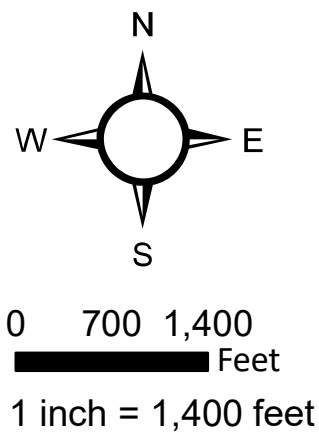
Printed Name:
Title:

Witness:

Printed Name:
Title:

City of Bellaire

Public Works Department



Map Created: May 25, 2018

SIDEWALK PROJECTS

Construction Dates for each Project Listed Below



City Limits

D1 Sidewalks: Around Schools, Fall 2018

- 4500 Teas
- 4500 Verone
- 4500-4600 Holly
- 4600 Laurel
- 4600 Oleander
- 4800-4900 Valerie
- 4700-5000 Braeburn
- 5000-5100 Pine
- 5300 Pine
- 1000 Pauline

D2 Sidewalks: Urban Village Downtown and City Hall Area, Winter 2018

- 5200 Willow
- 5200 Laurel
- 5200 Linden
- 4800-4900 Cedar
- 4800-4900 Spruce
- 5000-5200 Locust
- 5100 Huisache
- 4800-4900 Chestnut
- 3rd Street from Bellaire to Jessamine

D3 Sidewalks: Community Pathways, Winter 2019

- 800 N Third
- 4900-5000 Wedgewood
- 4900-5000 Beech
- 4500 Palmetto
- 4600 Spruce
- 4600 Park Court
- 4700-4800 Welford
- 5100-5200 Braeburn
- 5300 Patrick Henry
- 4500 Magnolia
- 4600 Willow
- 4600 Cedar Oaks
- 4600 Huisache

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM

Department: Public Works

Category: Presentation

Department Head: Michael Leech

DOC ID: 2635

SCHEDULED**ORDINANCE (ID # 2635)****Item Title:**

Consideration of and possible action on proposed pedestrian safety improvements along Newcastle Drive at Evelyn's Park – Submitted by Michael Leech, Director of Public Works.

Background/Summary:**Background / Summary**

At the June 19, 2017 City Council meeting, options to improve safety for pedestrians accessing Evelyn's Park from the Newcastle trail were presented to City Council. Evelyn's Park opened in April 2017 and as expected, there were high levels of pedestrian and vehicular activity. The options presented at the June 19 meeting were as follows:

1. Do nothing - as stated at the June 5, 2017 City Council meeting during the Camilla Street parking discussion, the park has been open for only a short time. It could be decided that the prudent course of action is to wait and see how pedestrian activity evolves as time passes.
2. Contract with a traffic engineering firm - the subject firm would study the area, collect data and make a recommendation based on that information. Discussions with and opinions from traffic engineers to date have been based on short duration field visits. A more comprehensive approach is to conduct a study the area.
3. Implement sidewalk and crossing as presented at the May 15 Council Meeting - this option included the installation of sidewalk from Camilla to the park and along the northern side of the park parking lot. It also included a crossing of Newcastle at Camilla.

Through deliberation, Council decided to wait and see how the pedestrian activity would evolve over time. Since then, the Public Works Department has periodically monitored pedestrian activity in the area. As the park continues to be a popular destination, pedestrian volumes have remained high especially during the periodic special events held at the park.

To that end, the Public Works Department is recommending the installation of a push button activated pedestrian flasher system. Details about the flasher system are as follows and additional information is included in the presentation.

- The flasher system will be located within City ROW along Newcastle Drive.
- The flasher system consists of two crosswalk location signs and flashers which will face both north and southbound traffic.

- One of the flashers and corresponding push button activators will be located on the east side of Newcastle entirely within Evelyn's Park property.
- The other flasher and push button will be in City ROW along Newcastle.
- New sidewalk, ramps and pavement markings will be installed from the Newcastle trail, across Newcastle Drive, south across the two existing driveways.
- The new sidewalk will tie into the existing sidewalk located just south of the southernmost driveway.
- Appropriate signage will be installed to inform north and southbound motorists of the flasher system
- The signage will instruct motorist to stop when pedestrians are present.

Previous Council Action Summary:

June 19, 2017: City Council was provided with options to improve pedestrian safety along Newcastle drive in the area of Evelyn's Park. Council elected to wait and see how the pedestrian activity would evolve over time and instructed staff to revisit the matter at a later date.

Fiscal Impact:

Available funding for this work can be sourced from the Public Works Department On-Call Streets, Drainage and Traffic Project which was awarded by City Council on March 19, 2018 in the amount of \$750,000. The project itself is estimated to cost approximately \$35,000.

City Attorney Approval:

N/A

Recommendations:

The Public Works Director recommends City Council approve the project concept as presented.

ATTACHMENTS:

- Newcastle Crossing (PDF)

Pedestrian Safety Improvement Plan

EVELYN'S PARK

Pedestrian Safety Improvement Plan

PRESENTATION OUTLINE

- Overview of issue
- Review prior decision making
- Review proposed solution
 - Explain logic and other considerations
- Request input and approval

Pedestrian Safety Improvement Plan



Attachment: Newcastle Crossing (2635 : Newcastle Crosswalk Project)

Prior Decision Making 6-19-17



Attachment: Newcastle Crossing (2635 : Newcastle Crosswalk Project)

Prior Decision Making

6-19-17



Prior Decision Making 6-19-17

- Observe pedestrian behavior
- Wait till operations have settled
- Evaluate other possible solutions
- Return to City Council

Proposed Solution



Attachment: Newcastle Crossing (2635 : Newcastle Crosswalk Project)



R1-5c



R1-5c



R1-5c



R1-5c



Proposed Solution



- Crosswalk = Yellow



- Sidewalk = Purple



Attachment: Newcastle Crossing (2635 : Newcastle Crosswalk Project)

Proposed Solution



Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411



Meeting: 08/13/18 06:00 PM
Department: City Clerk
Category: Discussion
Department Head: Tracy L. Dutton
DOC ID: 2636

SCHEDULED**ACTION ITEM (ID # 2636)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-122, Environmental and sustainability board, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of changing the name of the board to "Environmental Sustainability Board" pursuant to a request by letter from the Environmental and Sustainability Board - Submitted by Tracy L. Dutton, City Clerk, on behalf of the Environmental and Sustainability Board.

Background/Summary:

The Environmental and Sustainability Board of the City of Bellaire, Texas (ESB), has recommended a change in the name of the Board to "Environmental Sustainability Board," dropping the "and," which they recognize is now an unnecessary word.

The ESB first presented the name change idea in the 2017 Annual Report they submitted to the City Council in February of 2018. On June 13, 2018, the ESB voted unanimously to recommend the Board's name change by letter to the City Council. The letter is attached to this agenda item.

An ordinance has been prepared for consideration by City Council to allow this change by updating references to the ESB in Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-122, Environmental and sustainability board, of the Code of Ordinances of the City of Bellaire, Texas.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

City Attorney Review:

Yes

Recommendation:

City Clerk Dutton recommends the adoption of the attached ordinance to allow for the name change recommended by the Environmental and Sustainability Board.

Action Item (ID # 2636)

Meeting of August 13, 2018

ATTACHMENTS:

- Chapter 2 Administration Article VII - Section 2-122 - Environmental Sustainability Board (00198301) (DOC)
- Letter from ESB to City Council in re Name Change (DOCX)

City of Bellaire

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, BOARDS AND COMMISSIONS, DIVISION 3, BOARDS AND COMMISSIONS GOVERNED BY CITY CHARTER, ORDINANCE OR RESOLUTION, SECTION 2-122 ENVIRONMENTAL AND SUSTAINABILITY BOARD, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR THE PURPOSE OF CHANGING THE NAME OF THE BOARD TO ENVIRONMENTAL SUSTAINABILITY BOARD.

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

Section 1. *Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-122 Environmental and sustainability board, of the Code of Ordinances of the City of Bellaire, Texas ("Code"),* is hereby amended for the purpose of changing the name of the Board to Environmental Sustainability Board. The amended Code shall read as set out in Appendix A, attached hereto. All other portions of *Chapter 2* of the City's Code not specifically amended hereby shall remain in full force and effect.

Section 2. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 5. This Ordinance shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and ADOPTED this 6th day of August, 2018.

SIGNED:

Andrew S. Friedberg, Mayor
City of Bellaire, Texas

ATTEST:

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

APPROVED AS TO FORM:

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

Appendix A

(Language to be added shown by underline, language to be deleted shown by strike-out).

Sec. 2-122. - Environmental ~~and~~ sustainability board.

- (a) *Creation.* There is hereby created the environmental ~~and~~ sustainability board, which was established, in its original form, by Resolution No. 88-10 on May 9, 1988.
- (b) *Purpose.* The board shall serve in an advisory capacity to the public works department and to the city council regarding policy matters pertaining to environmental sustainability, and is responsible to the city council.
- (c) *Membership and appointment.* The board shall be composed of seven members to be appointed by the city council.
- (d) *Duties and powers.* The board shall have the following specific purposes:
 - (1) Review and make advisory recommendations to city council in the initiation, prioritization, and development of programs, policies, and activities relating to environmental sustainability, including, but not limited to, energy and natural resource conservation and recycling;
 - (2) Research and recommend financial resources to offset costs of programs and initiatives relating to sustainability, including without limitation grants, sponsorships, and cost-savings programs; and
 - (3) Develop programs to educate the public and increase city residents' participation in and knowledge of environmental sustainability practices.

City of Bellaire

June 13, 2018

Dear Bellaire City Council Members,

It is the unanimous recommendation of the Bellaire Environmental and Sustainability Board that Bellaire's City Council act to change the name of this Board to the Bellaire Environmental Sustainability Board, dropping what is now recognized as the unnecessary word "and."

The mission of the Environmental and Sustainability Board (ESB) is to help the Bellaire City Council and Bellaire's residents do what we can to protect, preserve and improve our environment. "Environmental Sustainability" is the goal – maintaining the environment in which we all live, and leaving Bellaire and our world in better shape than we found it!

The name change – dropping the "and" – will not change the focus of the ESB. But the name Environmental Sustainability more clearly describes that focus. We'll continue to seek opportunities to help Bellaire improve the quality of life in our community by reducing waste, recycling more, preserving our precious natural resources, and reducing water, air, noise, and light pollution. We'll continue to seek and exploit opportunities to engage the community in efforts to preserve and sustain our environment. And we'll continue to do our best to advise Bellaire's Public Works Department and City Council in your efforts to protect and preserve Bellaire's natural environment.

All that said, it is the ESB's unanimous recommendation that the Board's name be changed to Bellaire Environmental Sustainability Board.

Thank you for considering this.

Bellaire Environmental and Sustainability Board