



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 3, 2018 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 3. Service Recognitions**
 - **Cynthia Longhofer, Finance 5 Years**
 - **Norma Rodriguez, Municipal Court 10 Years**
- 4. Proclamations**
 - **City Secretary's Week**
 - **National Police Week**
- 5. Citizens Comments**

Pages 1-2

CONSENT AGENDA

6. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

6-a. Minutes from the April 19, 2018 Regular City Council Meeting

Pages 3-7

REGULAR SESSION

- 7. Discuss and Possibly Act Upon Bid No. 2017-20 Related to Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation**

Pages 8-12

8. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Prohibiting U-Turns at Certain Crossings On U. S. Highway 290 at the Highway 36 North Crossover in the City of Brenham**
Pages 13-16
9. **Discuss and Possibly Act Upon Bid No. E2017-01 Related to Storm Damage Repairs, Package 1, at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 17-27
10. **Discuss and Possibly Act Upon Authorization of Final Payment to Hassell Construction Co., Inc. for the Emergency Road Work and Storm Damage Repairs, Package 2B, for Jefferson Street at Higgins Branch and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 28-42
11. **Discuss and Possibly Act Upon Authorization of Final Payment to Site Work Contractors LLC for the Emergency Road Work and Storm Damage Repairs, Package 3, for Barbee Street at an Unnamed Tributary to Hog Branch and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 43-54
12. **Discuss and Possibly Act Upon Resolution No. R-18-006 in Opposition of the Bluebonnet Haven Residential Facility**
Pages 55-58
13. **Administrative/Elected Officials Report**
 - **May 31st Pre-Budget Retreat and Council Meeting Start Time**

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiation

CERTIFICATION

I certify that a copy of the May 3, 2018 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on April 30, 2018 at 12:30 PM.

Kacey A. Weiss, TRMC

Deputy City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2018 at _____ AM PM.

Signature

Title

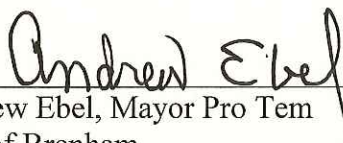
PROCLAMATION

- WHEREAS,** The Office of the City Secretary, a time honored and vital part of local government, exists throughout the world; and
- WHEREAS,** The Office of the City Secretary is the oldest among public servants; and
- WHEREAS,** The Office of the City Secretary provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and
- WHEREAS,** City Secretaries have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
- WHEREAS,** The City Secretary serves as the information center on functions of local government and community; and
- WHEREAS,** City Secretaries continually strive to improve the administration of the affairs of the Office of the City Secretary through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and
- WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the City Secretary and to all City Secretaries for the vital services they perform and their exemplary dedication to the communities they represent;

NOW, THEREFORE, I, Andrew Ebel, Mayor Pro Tem of the City of Brenham, do hereby proclaim May 6 through May 12, 2018 as

CITY SECRETARY'S WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.



Andrew Ebel, Mayor Pro Tem
City of Brenham

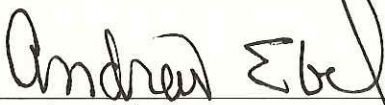
PROCLAMATION

- WHEREAS,** There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Brenham Police Department; and
- WHEREAS,** Since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and
- WHEREAS,** The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- WHEREAS,** 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2017 and 251 officers killed in previous years; and
- WHEREAS,** May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and
- WHEREAS,** All citizens are urged to make every effort to express heartfelt appreciation to the men and women who risk their lives daily to guard each of us against evildoers;

NOW, THEREFORE, I, Andrew Ebel, Mayor Pro Tem of the City of Brenham, do hereby proclaim the week of May 14 – 20, 2018 as

NATIONAL POLICE WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.



Andrew Ebel, Mayor Pro Tem
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on April 19, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Comptroller Stacy Hardy, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Interim Police Chief Rusty Pancoast, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Debbie Gaffey, City Engineer Lori Lakatos, Kevin Boggus, Dant Lange and Kelvin Raven

Citizens present:

Bill Roberts and Page Michel

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**
- 3. Proclamation**
 - **Opioid Awareness and Health Day**

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the April 5, 2018 Regular City Council Meeting

5-b. **Ordinance No. O-18-005 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Section 6.02), Permitted Uses (Non-Residential), to Add Fitness Facilities (Personal and Small Group Training Only) as a Permitted Use in the B-4 Neighborhood Business District (Case No. P-18-003)**

5-c. **Ordinance No. O-18-006 on Its Second Reading for the Creation of Reinvestment Zone Number 42 Requested by D Bar B Sausage & Meats, LLC for Commercial Tax Phase-In Incentive on a Certain 3.0 Acre Tract of Land Located at 1909 Longwood Dr., Brenham, Texas, Being Described as Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, with Boundaries Further Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 42, and Designating This Property as Qualifying for Tax Phase-In**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 5-a., 5-b. and 5-c. as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

WORK SESSION

6. Discussion and Update on a Proposed Residential Treatment Facility to Be Located in Brenham

City Manager James Fisher presented this item. Fisher stated that the City has been asked to consider approving a Resolution regarding the proposed Bluebonnet Haven Residential Facility. Fisher explained that Brenham Independent School District (BISD) is considering a Resolution at their Board meeting tonight regarding the facility and the significant impact it will have on the school system. Fisher advised that the City would adopt a Resolution in support of BISD's passage of their Resolution. Fisher noted that the Resolution would be presented at the Council meeting on May 3rd.

REGULAR SESSION

7. Discuss and Possibly Act Upon Resolution No. R-18-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with D Bar B Sausage & Meats, LLC

Page Michel, President of the Brenham Economic Development Foundation, presented this item. Michel explained that the EDF has been working with D Bar B Sausage & Meats, LLC (Kountry Boys Sausage) over the past year in a site selection process to consolidate operations with three locations in contention. Michel stated the Tax Phase-In incentive led to the decision to construct a new facility adjacent to its existing building in the Southwest Industrial Park. Michel advised that the use of the Tax Phase-In incentive will help Kountry Boys invest in the construction materials and necessary equipment and help offset the initial costs of an expansion here. Michel noted that this project will create 10+ jobs and provide a positive economic impact to the local Brenham economy.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-18-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with D Bar B Sausage & Meats, LLC.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

8. Discuss and Possibly Act Upon Submitting a Letter of Interest to the Texas Department of Transportation (TxDOT) Aviation Division for Funding from the TxDOT Aviation Capital Improvement Program and Authorize the Mayor or City Manager to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that Staff has identified several airport improvement projects that would be beneficial to the airport. Lakatos stated the Airport Advisory Board made a recommendation, based on staff recommendation, at their March 20, 2018 on when each project should be funded. Lakatos advised that based on the recommendation of the Airport Advisory Board and discussions with Staff and the Engineer, it is recommended that the City submit a Letter of Interest to TxDOT Aviation for the Airport Master Plan and the Runway Bump Repair projects. Lakatos noted the Airport Master Plan is to develop the long-term goals to meet future aviation demands. Lakatos stated this process would help determine what type of airport development is needed and how to grow the airport appropriately to meet the demands. Lakatos explained that the Runway Bump Repair is a safety concern for larger planes. Lakatos advised that this is an area of the runway that had been repaired before, but the problem has returned. Lakatos noted that the new proposed repair should be a more permanent fix to the situation.

Lakatos explained that in the past, the City has utilized Non-Primary Entitlement (NPE) funds from the FAA and TxDOT Aviation's Capital Improvement Projects (CIP) fund. Lakatos stated the funds are provided at a 90/10 cost share. Lakatos advised that for the Airport Master Plan the City's match would be \$225,000 and the Runway Bump Repair would be approximately \$65,000.

A motion was made by Councilmember Canteay and seconded by Mayor Pro Tem Ebel to approve submitting a Letter of Interest to the Texas Department of Transportation (TxDOT) Aviation Division for Funding from the TxDOT Aviation Capital Improvement Program and authorize the Mayor or City Manager to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Canteay	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

9. Administrative/Elected Officials Report

City Engineer Lori Lakatos reported on the following:

- Received update from FEMA and can move forward on the lake intake structure project

Public Works Director Dane Rau reported on the following:

- The expected completion date for the Highway 36 Bypass project is the end of June

Council adjourned into Executive Session at 1:27 p.m.

EXECUTIVE SESSION

10. Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Manager

Executive Session adjourned at 1:57 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 7

DATE OF MEETING: 5/3/18	DATE SUBMITTED: 4/27/18	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 2017-20 Related to the Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation.		
SUMMARY: During last year's funding meeting, the BCDC Board voted to fund the construction of the All Sports Building Parking Lot (ASB). Since the ASB construction, this parking lot has been crushed asphalt and all the surrounding parking lots are asphalt with concrete curbs. Over time the crushed asphalt continues to cause maintenance issues with erosion and also does not suit well for a facility that is rented out 48-50 weekend out of the year. We originally budgeted \$45,000 for the construction of this parking lot. It was my hopes that a good size parking lot could be constructed for this amount. I was incorrect and later found out that with engineering and recent spikes in concrete and construction costs that the project was much higher than I would expect. We recently bid out the project through Strand and Associates who designed the parking lot and conducted the specifications related to the bid. Their costs to do this was \$15,000. This left us with \$30,000 for construction. When the bids were opened on April 10th there were 3 bids received. The bids were broken out into a Schedule 1 Base Bid (Front Parking, Asphalt Option), Schedule 1 Additive Alternate Bid (Asphalt Option Side Drive Aisle, Exit onto Lounge, and Concrete Dumpster Pad) as well as Schedule 2 Base Bid (Front Parking, Concrete Option) and Schedule 2 Additive Alternate Bid (Concrete Option Side Drive Aisle, Exit on Lounge, and Concrete Dumpster Pad). Bids are listed on the bid tabulation provided. At the April 19th BCDC meeting, BCDC Board members voted to move forward with Schedule 2 Base Bid and Schedule 2 Additive Alternate which would be the construction of the parking lot using all concrete. The lowest bid was provided by Collier Construction at \$91,006.50. The board decided that they would use savings from another project that was also funded in the 2017-18 BCDC budget for the additional costs to complete this parking lot with concrete. We would ask council to approve this bid to Collier Construction for Schedule 2 Base Bid and Schedule 2 Additive Alternate Bid in the amount of \$91,006.50 as approved by BCDC on April 19th. All funding will be associated with BCDC funds that are derived from a portion of the sales tax throughout the year.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Concrete parking, hardly no maintenance in future and will out-last asphalt. B. CONS: Higher upfront costs
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Letter from Strand Associates, Inc.; (2) Bid Tabulation; and (3) Parking Lot Design
FUNDING SOURCE (Where Applicable): BCDC
RECOMMENDED ACTION: Award Bid No. 2017-20 related to the parking lot improvements at the All Sports Building in Hohlt Park to Collier Construction for Schedule 2 Base Bid and Schedule 2 Additive Alternative Bid in the amount of \$91,006.50 and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher



Strand Associates, Inc.®

203 South Jackson Street
Brenham, Texas 77833
(P) 979-836-7937
(F) 979-836 7936

April 11, 2018

Mr. Dane Rau
City of Brenham
200 West Vulcan
Brenham, TX 77833

Re: Hohlt Park - All Sports Building Parking Lot
Contract No. 2017-20
City of Brenham, Texas

Dear Dane:

Bids for the above-referenced project were opened on April 10, 2018. Three bids were received with the resulting bid tabulation enclosed.

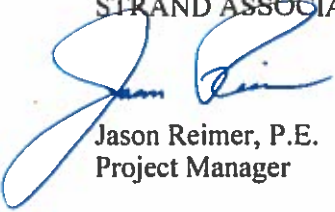
Collier Construction, LLC of Brenham, TX was the apparent low bidder at \$37,893.00 for Schedule 1 Base Bid and \$59,661.00 for Schedule 2 Base Bid. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

Strand Associates, Inc.® has previously worked with Collier Construction, LLC on projects for Blinn College Student Housing Parking Lot. Based on our previous experience with this contractor, we have found Collier Construction, LLC to be responsible.

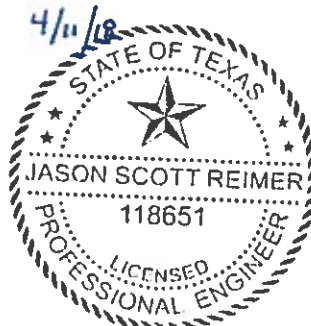
We suggest that you consider evaluating Collier Construction, LLC's financial status prior to award and other information submitted to you as required by Article 19.05.2 found in the Instructions to Bidders of the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®


Jason Reimer, P.E.
Project Manager

Enclosure



jsrjw\R\BRE\Documents\Specifications\Active\Brenham, City of\3900.206.1-2018 JSR\14) Bid Tabs\Resulting Bid Tabulation.docx

TBPE No. F-8405
TBPLS No. 10030000

Bids Received: 10 A.M., APRIL 10, 2018

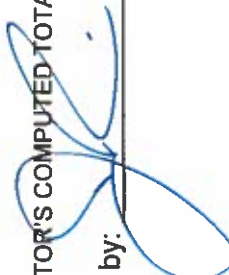
STRAND ASSOCIATES, INC.®
203 South Jackson Street
Brenham, TX 77833

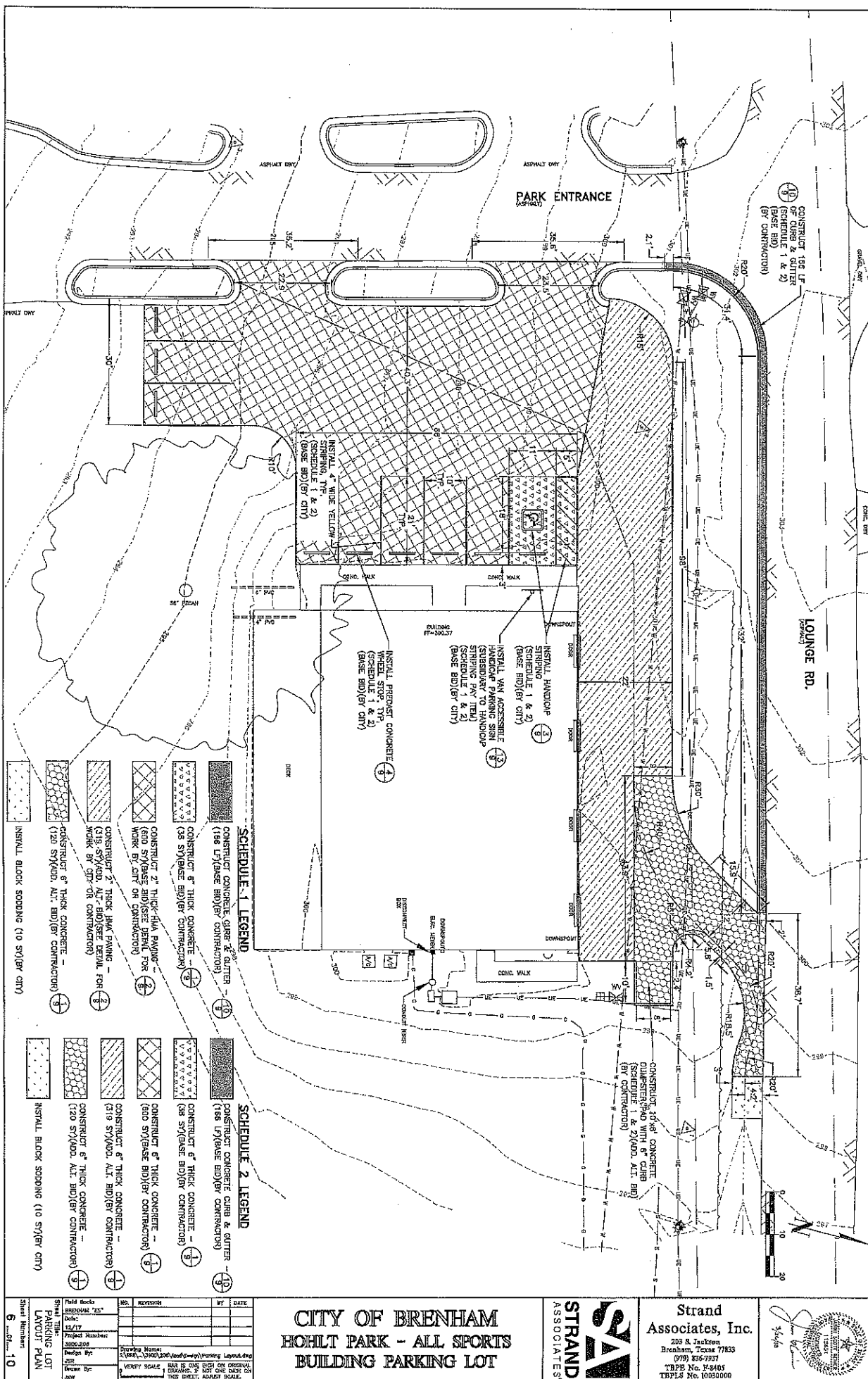
HOHLT PART - ALL SPORTS BUILDING PARKING LOT
CONTRACT 2017-20
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Schedule 1 Base Bid	Schedule 1 Additive Alternate Bid	Schedule 2 Base Bid	Schedule 2 Additive Alternate Bid
Collier Construction, LLC P.O. Box 1889 Brenham, TX 77834	Yes	Yes	\$37,893.00	\$22,936.50	\$59,661.00	\$31,345.50
Legacy Concrete Works, LLC P.O. Box 678 Brenham, TX 77834	Yes	Yes	\$51,090.00 *\$53,434.00	\$27,636.25	\$63,929.00 *\$63,873.00	\$35,069.50
Texcon P.O. Box 138 Kurten, TX 77862	Yes	Yes	\$93,438.00	\$27,853.00	\$112,146.00	\$52,290.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 





AGENDA ITEM 8

DATE OF MEETING: 5/3/18		DATE SUBMITTED: 4/26/18	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
☐ WORK SESSION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Prohibiting U-Turns at Certain Crossings On U. S. Highway 290 at the Highway 36 North Crossover in the City of Brenham			
SUMMARY STATEMENT: City staff has been approached by the public about placing “No U-Turn” signs on the bridge crossing along HWY 290 E/W. (See Attached Map). We have worked with TxDOT and they have approved the City moving forward with the placement of the signs. To make these enforceable we would like to ask Council to pass an ordinance prohibiting U-Turns at these two crossings. If approved we will need a second reading to make the ordinance effective. Once this is finalized, our Street Dept. will work with TxDOT to verify regulations pertaining to height and exact location on the raised median.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: This will help the safety of traffic especially when the setting sun blocks visibility and make traffic use the controlled intersection for U-turns. B. CONS: None other than labor expenses and little material costs			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ordinance; and (2) Map of sign location			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve an Ordinance on its first reading prohibiting U-turns at certain crossings on U. S. Highway 290 at the Highway 36 North crossover in the City of Brenham			
APPROVALS: James Fisher			

ORDINANCE NO. O-_____

AN ORDINANCE PROHIBITING “U-TURNS” ON U.S. HIGHWAY 290 AT CERTAIN CROSSINGS IN THE CITY OF BRENHAM, TEXAS; DESIGNATING THE LOCATIONS AT WHICH “U-TURNS” ARE PROHIBITED; REGULATING THE TRAFFIC AT SAID CROSSINGS; PROVIDING FOR PENALTY FOR VIOLATION THEREOF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas hereby finds that it is necessary and appropriate to prohibit “U-TURNS” at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such roadways; and to regulate the same;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

Section 1. That there shall be established and installed four (4) “NO U-TURN” signs as follows: two (2) shall be installed on U.S. Highway 290 East/West (bridge) at the State Highway 36 North crossover, and two (2) signs shall be installed on U.S. Highway 290 East/West (bridge) at the U.S. Highway 290 Frontage Ramp, regulating U-Turns at these two crossings. The signs directed to be installed by this Ordinance shall comply with the current edition of the Texas Manual on Uniform Traffic Control Devices.

The No U-Turn signs shall be erected at the top of a standard pole, installed in the raised median of the roadway(s) identified herein.

Section 2. That every person operating a motor vehicle or other vehicle of any kind, in, on, along and into the roads or intersections designated in Section 1 hereof, shall comply with the “NO U-TURN” signs regulating traffic at the locations on U.S. Highway 290 designated herein, and further shall be prohibited from making a “U-Turn” at the locations on U.S. Highway 290 designated herein. “U-Turn” as defined in this Ordinance shall mean turning a vehicle so as to proceed in the opposite direction.

Section 3. That any person found guilty of violating Section 2 hereof shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the ____ day of May 2018.

PASSED and APPROVED on its second reading this the ____ day of May 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



1 inch = 167 feet



AGENDA ITEM 9

DATE OF MEETING: May 3, 2018	DATE SUBMITTED: April 26, 2018
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. E2017-01 Related to Storm Damage Repairs, Package 1, at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: Several streets and drainage structures were undermined or damaged in the May 2016 flood event, DR-4272. One of these is Higgins Branch within Henderson Park next to N. Park St. This project was submitted to FEMA as part of the damage inventory and is considered an eligible project under the disaster declaration DR-4272. This project is funded at a 75/25 cost share. The notice to bidders for this project was published March 25, 2018 and April 1, 2018. The submittals were due on April 10, 2018 at 2:00 PM. Six contractors submitted bids ranging from \$104,000 to \$178,000. Based on discussions with the consultant and City staff the lowest qualified contractor for this project is VML Construction Services.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Notice to Bidders – Henderson Park Storm Damage; (2) Consultant’s Recommendation Letter – Henderson Park Storm Damage; (3) Henderson Park Storm Damage Bid Tab; and (4) Henderson Park Storm Damage Construction Agreement	
FUNDING SOURCE (Where Applicable): 2017 Certificates of Obligation	

RECOMMENDED ACTION: Award Bid No. E2017-01 related to storm damage repairs, package 1, at Henderson Park to VML Construction Services in the amount of \$104,772.41 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



City of Brenham

Milton Y. Tate Jr.
Mayor

James Fisher
City Manager

NOTICE TO BIDDERS BID NO. E2017-01 HENDERSON PARK STORM DAMAGE

The City of Brenham, Texas shall accept sealed bids to provide all labor, materials, services, and equipment necessary for, or reasonably incidental to, construction of the Work Shown in the Drawings and Project Manual for "Storm Damage Repairs, Package 1."

Sealed bids shall be addressed to the Office of the City Secretary, City of Brenham, 200 W. Vulcan St., Suite 206, Brenham, Texas 77833, and shall be labeled **"Bid Number E2017-01, HENDERSON PARK STORM DAMAGE, DO NOT OPEN"**. Mailed bids, by USPS, must be addressed to P.O. Box 1059, Brenham, Texas 77834-1059. Bids shall be submitted no later than **2:00 p.m., Local Time on April 10, 2018.** Bids may be submitted in person, by mail, or delivery service. Responses will NOT be accepted by email or fax.

A pre-bid conference will be held on **April 4, 2018**, at **2:00 PM** at the City of Brenham, City Hall, 200 W. Vulcan Street, Conference Room 1A, Brenham, Texas 77834, to familiarize the Bidders with the goals for this project. The pre-bid conference is not mandatory.

The bid opening will be held on **April 10, 2018**, at **2:00 PM** at the City of Brenham, City Hall, 200 W. Vulcan Street, Conference Room 1A, Brenham, Texas 77834.

The Bid Documents, including DRAWINGS and SPECIFICATIONS may be obtained, at no charge at:

- Civcastusa.com (Account setup required)

Cashier's Check, Certified Check, or Bid Bond in an amount equal to ten percent (10%) of the total amount bid must accompany the BID. The Owner reserves the right to reject any or all bids or to accept any bid deemed advantageous to it and waive informalities in bidding. All bids received after the closing time designated will be returned unopened.

Upon consideration of the bids, the City of Brenham reserves the right to accept or to reject any and all bids, to waive technicalities and to make any investigation deemed necessary concerning the bidder's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous bid.

1st Publication: March 25, 2018
2nd Publication: April 1, 2018



GUNDA CORPORATION

Engineers, Planners & Managers

April 13, 2018

City of Brenham
200 W. Vulcan St., Suite 206
Brenham, Texas 77833

Attn: Lori Lakatos, P.E., City Engineer

Re: City of Brenham
Storm Damage Repairs, Package 1 Henderson Park
Project Bid No. BID NO. E2017-01
GUNDA Project No. 17015-01

Tabulation of Bids Received and Engineer's Recommendation

Dear Ms. Lakatos:

We have reviewed the bid tabulation for bids received for the above referenced project. The bids were tabulated and the bid tab is attached for your review. Based on the unit bid prices, VML Construction Services is the responsive low bidder in the amount of \$104,772.41.

The bid submitted by VML Construction Services shows no signs of imbalance. Therefore, we pose no objection to the recommendation of awarding the construction contract for City of Brenham Storm Damage Repairs, Package 1 Henderson Park, Project Bid No. E2017-01, to VML Construction Services as the low bidder.

Below is a summary of our full review of the bids received for the project.

On April 10, 2018, a total of Six (6) bids were received and opened for the proposed project in accordance with the Notice to Bidders. The Total Bid was utilized to establish the order of the bids and identification of apparent low bidder.

Bidders and their Total Bids were:

Contractor	Bid Submitted
1) VML Construction Services	\$ 104,772.41*,**
2) ERS of MS, Inc	\$ 132,800.00
3) Collier Construction, LLC	\$ 137,096.00
4) South Central Texas Excavation and Construction, LLC	\$ 139,271.50
5) Hassell Construction Co. Inc.	\$ 152,185.50 **
6) Texcon General Contractors	\$ 177,593.00 **

* Bid Correction – Total Bid addition error

** Bid Correction – Unit Bid Price & addition error

If you have any questions please do not hesitate to call.

Sincerely,

David Castellano, PE
Project Engineer

Enclosure: Project Bid Tabulation

B.1. Site Preparation and Earthwork:

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity
1	0102	Excavation including Performance and Payment Bond, Excavate and Fill (10' x 10' x 10' of Top Soil)	LS	1
2	0211	Clearing and Grubbing	AC	0.25
3	0212	Approx. 200 LF of Remaining Anticulated Concrete Block Pave with Jagged Edges, 24" x 12" x 8" R.C. SWPPP.	LS	3
4	2022	Complete in Place	ST	710
5	2003	Complete in Place	ST	100
6	2003	Complete in Place	ST	100
7	2003	Complete in Place	ST	100
8	2003	Complete in Place	ST	100
9	2003	Complete in Place	ST	100
10	2003	Complete in Place	ST	100
11	2003	Complete in Place	ST	100
12	2003	Complete in Place	ST	100
13	2003	Complete in Place	ST	100
14	2003	Complete in Place	ST	100
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94	2003	Complete in Place	ST	100
95	2003	Complete in Place	ST	100
96	2003	Complete in Place	ST	100
97	2003	Complete in Place	ST	100
98	2003	Complete in Place	ST	100
99	2003	Complete in Place	ST	100
100	2003	Complete in Place	ST	100

TOTAL BID PRICE

B.2. Channel & Drainage Items:

B.3. Traffic Control:

B.4. SWPPP:

B.5. BASE UNIT PRICE:

B.6. BASE UNIT PRICE:

B.7. BASE UNIT PRICE:

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B.68. BASE UNIT PRICE:

Engineer's Estimate	Average of 3 low bidders	BIDDER No. 1	BIDDER No. 2	BIDDER No. 3	BIDDER No. 4	BIDDER No. 5	BIDDER No. 6
\$ 39,708.70	\$ 56,956.33	\$ 65,100.00	\$ 60,730.00	\$ 45,039.00	\$ 47,335.00	\$ 57,658.50	\$ 79,315.00
\$ 5,719.00	\$ 5,394.14	\$ 25,432.41	\$ 56,550.00	\$ 75,620.00	\$ 71,250.00	\$ 66,957.00	\$ 55,818.00
\$ 3,000.00	\$ 2,773.33	\$ 2,500.00	\$ 3,400.00	\$ 2,470.00	\$ 2,470.00	\$ 2,470.00	\$ 2,470.00
\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 3,400.00	\$ 3,266.67	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
\$ 105,543.70	\$ 124,889.47	\$ 104,772.41	\$ 132,800.00	\$ 137,096.00	\$ 139,715.50	\$ 152,185.50	\$ 177,593.00

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

BIDDER No. 5

BIDDER No. 6

Engineer's Estimate

Average of 3 low bidders

BIDDER No. 1

BIDDER No. 2

BIDDER No. 3

BIDDER No. 4

Document 00520

AGREEMENT

Project: _____ Storm Damage Repairs, Package 1
Project Location: _____ Henderson Park – Higgins Branch (Key Map No.)
Project Bid No: _____
E&P Project No: _____ E2017-01

The City: The City of Brenham, County of Washington, Texas (the “City”)

and

Contractor: _____
(Address for Written Notice) _____

Fax Number: _____

City Engineer is: _____ Lori Lakatos, P.E.
(Address for Written Notice) _____ 200 West Vulcan P.O. Box 1059, Brenham, TX. 77834

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract. The Parties acknowledge and agree that the Contract Time is a reasonable time to achieve Substantial Completion of the Work.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays,

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expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) for each and every calendar day beyond Contract Time. The Parties further agree that the above-described amount is a reasonable determination of the damages that the City will sustain per calendar day upon the failure of the Contractor to complete Work within the Contract Time, and this amount should in no way be construed as a penalty.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ _____, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 _____ Not Applicable

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as

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provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5 CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

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5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [_____]

Addendum No. 2, dated [_____]

Addendum No. 3, dated [_____]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond

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- | | | |
|-------------------------------------|-------|---|
| ☒ | 00611 | Statutory Payment Bond |
| ☒ | 00612 | One-year Maintenance Bond |
| ☒ | 00620 | Affidavit of Insurance (with the Certificate of Insurance attached) |
| ☒ | 00800 | Exhibit A, Wage Rates |
| ☐ | 00821 | Wage Rate for Building Construction |
| ☐ | 00830 | Trench Safety Geotechnical Information |

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF BRENHAM, TEXAS:

By: _____
City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT



AGENDA ITEM 10

DATE OF MEETING: May 3, 2018	DATE SUBMITTED: April 26, 2018
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorization of Final Payment to Hassell Construction Co., Inc. for Emergency Road Work and Storm Damage Repairs, Package 2B, to Jefferson Street at Higgins Branch and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: Hassell Construction Co., Inc. has completed the Jefferson Street at Higgins Branch crossing repairs that resulted from the May 2016 storm events and Hurricane Harvey, August 2018. The scope of work included channel, culvert and roadway replacement and repairs. This removed a corrugated metal pipe and replaced it with reinforced concrete boxes and added slope paving and riprap to protect from future erosion. The project included one change order, a deduction from the overall project, -\$35,060.00. The contract was originally awarded for \$536,066.00. The final cost with the deduction is \$501,006.00. This project has been submitted to FEMA as part of DR-4272, May 2016 Storm and DR-4332, Hurricane Harvey. No funding has been obligated at this time, but the City will continue to work through the process in hopes that FEMA will consider the project eligible for reimbursement.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Application for Payment No. 2 & Final; (2) Change Order No. 1; and (3) Certification of Substantial Completion	
FUNDING SOURCE (Where Applicable): 2018 Certificates of Obligation	

RECOMMENDED ACTION: Approve final payment to Hassell Construction Co., Inc. for the Emergency Road Repairs Storm Damage Repairs, Package 2A, to Jefferson Street at Higgins Branch in the amount of \$131,566.80 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

Document 00643
ESTIMATE AND CERTIFICATE FOR PAYMENT, UNIT PRICE WORK

Brenham Storm Damage Repairs, Package 2B

Contractor:
Hassell Construction Co. Inc.
Address:
16111 Hollister St
Houston, Tx 77066

Estimate No.	<u>2</u>
Cut off Date:	<u>4/15/2018</u>
Estimate Date:	<u>4/15/2018</u>
City Project No.:	<u>E2017-01</u>

Contract Date:	<u>10/16/2017</u>
NTP Date:	<u>10/16/2017</u>
Current Contract Completion Date:	<u>1/14/2018</u>
Substantial Completion Date:	<u>12/15/2017</u>
Percentage: By Time	<u>302%</u>

CONTRACT TIME IN CALENDER DAYS	
Original Contract Time: (Days)	<u>60</u>
Approved Extensions: (Days)	<u>0</u>
Total Contract Time: (Days)	<u>60</u>
Days Used to Date: (Days)	<u>181.00</u>
Days Remaining to Date: (Days)	<u>-121.00</u>

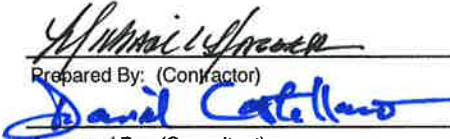
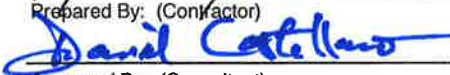
CONTRACT AMOUNT TO DATE:	<u>Amount</u>
1. Original Contract Price:	<u>\$536,066.00</u>
2. Approved Change Orders: <u>No./Description</u>	
CO #1 -	
CO #2 -	
Total Change Orders to Date: +/-	<u>\$0.00</u>

TOTAL CONTRACT AMOUNT:	<u>\$536,066.00</u>
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A. EARNINGS TO DATE:		
1. Work Completed to Date:	<u>93%</u> Complete	<u>\$ 501,006.00</u>
TOTAL EARNINGS TO DATE:		<u>\$501,006.00</u>

B. DEDUCTIONS:		
1. Retainage:	<u>0%</u>	<u>\$0.00</u>
2. Add: Retainage Deduction:	<u>0%</u>	<u>\$0.00</u>
3. Total Retainage:		<u>\$0.00</u>
4. Liquidated Damages:	<u>0 days @ \$</u>	<u>\$0.00</u>
TOTAL DEDUCTIONS:		<u>\$0.00</u>

C. AMOUNT DUE THIS PERIOD:	
1. Total Earnings to Date:	<u>\$501,006.00</u>
2. Total Deductions:	<u>\$0.00</u>
3. Total Payments Due:	<u>\$501,006.00</u>
4. Less Previous Payments:	<u>\$369,439.20</u>
5. Restoration Adjustment:	<u>\$0.00</u>
TOTAL AMOUNT DUE THIS DATE:	<u>\$131,566.80</u>

	<u>4/15/18</u>
Prepared By: (Contractor)	Date:
	<u>4/17/18</u>
Approved By: (Consultant)	Date:

Checked By: (Construction Manager/Inspector)	Date:
Approved: (City Engineer)	Date:

Approved: (Director)	Date:
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Jefferson Street Storm Damage Repairs

HASSELL CONSTRUCTION CO.,INC.

12211 DUNCAN RD

HOUSTON, TEXAS 77066

281/893-2570

CODE NO.	DESCRIPTION OF ITEM	UNIT	CONTRACT QUANTITY	QUANTITY THIS EST	QUANTITY PREV EST	QUANTITY TO DATE	% COMPL	UNIT PRICE	TOTAL AMOUNT	TOTAL THIS ESTIMATE
	Site Preparation and Earthwork Items									
1	Mobilization 4%	Ls	1.00		1.000	1.000	100.00%	22,000.00	\$22,000.00	\$0.00
2	Sawcut & Demolish Existing Asphalt Roadway including Curb & Gutter	Sy	483.00		483.000	483.000	100.00%	26.00	\$12,558.00	\$0.00
3	Demolish Existing Slope Paving Include Sawcuts at Both 36" Outfalls	Ls	1.00		1.000	1.000	100.00%	15,000.00	\$15,000.00	\$0.00
4	Demolish Existing Dual 48" Arch CMP Pipes	Ls	1.00		1.000	1.000	100.00%	2,500.00	\$2,500.00	\$0.00
5	Demolish Existing Articulated Concrete Block/Flush to Poroposed Riprap	Sy	100.00		100.000	100.000	100.00%	25.00	\$2,500.00	\$0.00
6	Demolish Existing Concrete Wingwall and 24" RCP (6')	Ls	1.00		1.000	1.000	100.00%	5,000.00	\$5,000.00	\$0.00
7	Block Sodding, CIP	Sy	1,010.00			0.000	0.00%	0.00	\$0.00	\$0.00
	Culvert, Channel, Roadway & Drainage Items									
8	2" H/MAC W/8" Flex Base, Incl. CSS (1.1 Sk) Subgrade, CIP	Sy	441.00			0.000	0.00%	90.00	\$0.00	\$0.00
9	Cement Stabilized Sand (1.5 Sk) CIP	Cy	70.00		70.000	70.000	100.00%	65.00	\$4,550.00	\$0.00
10	Drainage Channel Excavation, Incl Emb 333 Cy Muckout 115 cy CIP	Cy	277.00		277.000	277.000	100.00%	80.00	\$22,160.00	\$0.00
11	5" Concrete Slope Pavement Per Plans & Detail CIP	Sy	735.00	133.000	735.000	868.000	118.10%	75.00	\$65,100.00	\$9,975.00
12	5' Wide 5" Concrete Pavement W/Footer Over San Swr Main CSS 1.1 sk	Sy	12.00		12.000	12.000	100.00%	100.00	\$1,200.00	\$0.00
13	Dowel on Proposed Slope Paving to Existing 36" Outfall Slope Paving	Ls	1.00		1.000	1.000	100.00%	1,300.00	\$1,300.00	\$0.00
14	Dowel on Proposed Slope Paving to Existing 36" Outfall Headwall	Ls	1.00		1.000	1.000	100.00%	1,300.00	\$1,300.00	\$0.00
15	Riprap Stone Type R Dry 18" CIP	Cy	172.50		172.500	172.500	100.00%	150.00	\$25,875.00	\$0.00
16	18" Curb and Gutter 24" wide Slotted Openings	Lf	160.00			0.000	0.00%	20.00	\$0.00	\$0.00
17	18" Curb and Gutter	Lf	102.00			0.000	0.00%	20.00	\$0.00	\$0.00
18	8x5 RCB Incl Fill CIP	Lf	129.00		129.000	129.000	100.00%	1,250.00	\$161,250.00	\$0.00
19	Concrete Headwall W/Wingwalls For Existing 24" RCP Outlet	Ls	1.00		1.000	1.000	100.00%	7,000.00	\$7,000.00	\$0.00
20	Remove & Replace Concrete Drive Apron	Sy	6.00		6.000	6.000	100.00%	230.00	\$1,380.00	\$0.00
21	Proposed PR1 Pedestrian Rail Incl. Paint	Lf	160.00	160.000		160.000	100.00%	120.00	\$19,200.00	\$19,200.00
22	Metal Beam Guard Fence Incl. Steel Post Slope Timber Outside Paving	Lf	325.00			0.000	0.00%	40.00	\$0.00	\$0.00
	Traffic Control Plan									
23	Traffic Control - Furnish, Install, Maintain & Remove	Ls	1.00	0.500	0.500	1.000	100.00%	10,000.00	\$10,000.00	\$5,000.00
	SWPPP Items									
24	Stormwater Pollution Prevention 60% Install 40% Remove	Ls	1.00	0.500	0.500	1.000	100.00%	4,000.00	\$4,000.00	\$2,000.00
25	Reinforced Filter Fabric Fence	Lf	100.00			0.000	0.00%	0.00	\$0.00	\$0.00
26	Rock Filter Dam Type 1	Lf	40.00			0.000	0.00%	0.00	\$0.00	\$0.00
27	Stabilized Construction Access	Sy	222.00			0.000	0.00%	35.00	\$0.00	\$0.00
	Extra Work Items									
28	Extra Hand Excavation	Cy	100.00			0.000	0.00%	25.00	\$0.00	\$0.00
29	Extra Machine Excavation	Cy	100.00			0.000	0.00%	30.00	\$0.00	\$0.00
30	Extra Bank Sand	Cy	200.00			0.000	0.00%	18.00	\$0.00	\$0.00
31	Extra Cement Stabilized Sand	Cy	200.00	200.000		200.000	100.00%	22.00	\$4,400.00	\$4,400.00
32	Extra Backfill	Cy	400.00			0.000	0.00%	5.00	\$0.00	\$0.00
33	Extra 5" Concrete Slope Pavement	Sy	70.00	70.000		70.000	100.00%	75.00	\$5,250.00	\$5,250.00

CODE NO.	DESCRIPTION OF ITEM	UNIT	CONTRACT QUANTITY	QUANTITY THIS EST	QUANTITY PREV EST	QUANTITY TO DATE	% COMPL	UNIT PRICE	TOTAL AMOUNT	TOTAL THIS ESTIMATE
34	Extra Replace Asphalt Road 6" Conc 6" Lime/Fly Subgrade	Sy	483.00		483.000	483.000	100.00%	130.00	\$62,790.00	\$0.00
35	Extra Dowel in 6" Curb Slotted Opening	LF	160.00	160.000		160.000	100.00%	14.00	\$2,240.00	\$2,240.00
36	Extra Dowel in 6" Curb	LF	102.00	102.000		102.000	100.00%	14.00	\$1,428.00	\$1,428.00
	Change Order 1					0.000	#DIV/0!	0.00	\$0.00	\$0.00
37	Storm Sewer Modifications and Extensions	Ls	1.00	1.000		1.000	100.00%	41,025.00	\$41,025.00	\$41,025.00

Rain Days -

Days Allowed

60

Days Used

60

% used

100.00%

WORK TO DATE

MOH

SUBTOTAL

10% RETAINAGE

SUBTOTAL

PREV. ESTIMATES

AMOUNT DUE

=====

\$131,566.80

PREPARED BY:

DATE:

4/15/18



CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2B

CONTRACTOR'S CERTIFICATION
OF FINAL COMPLETION

Document 00641

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF:

BRENNHAM STORM DAMAGE REPAIRS, PACKAGE 2B

Project No.: E2017-01

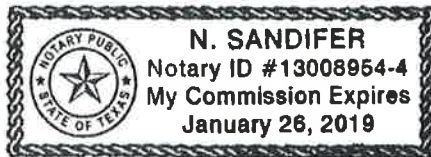
Contract Dated: 10/16/2017

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael L. Hassell who, being by me duly sworn, on his oath says that he or she represents Hassell Construction Co Inc, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City Engineer; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Michael L. Hassell
Affiant's Signature

SWORN AND SUBSCRIBED before me on

April 16, 2018
Date



N. Sandifer
Notary Public in and for the State of TEXAS

Nadine Sandifer
Print or type name

My Commission Expires: 01/26/2019
Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Inspector

[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
09-18-2017

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2B**

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

Document 00642

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

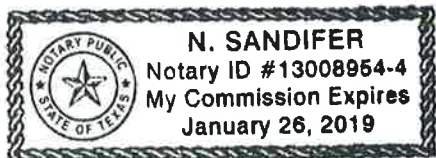
The undersigned, Michael L. Hassell, states that he is the EXECUTIVE VICE PRESIDENT,
of Hassell Construction Co. Inc.
Affiant Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers;
that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment,
and services furnished to date for Work on Project No. E2017-01

in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services
covered by this Certificate of Payment have been furnished in accordance with and all in compliance
with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and
Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made
in accordance with the Contract Documents and with the laws of the State of Texas.

Michael L. Hassell
Affiant's Signature

SWORN AND SUBSCRIBED before me on ____.



Date 04/16/2018
N. Sandifer
Notary Public in and for the State of TEXAS

NADINE SANDIFER
Print or type name

My Commission Expires: 01/26/2019
Expiration Date

END OF DOCUMENT

00642-1
09-18-2017

DUPLICATE ORIGINAL

MAINTENANCE BOND

Bond No. 70153519

KNOW ALL BY THESE PRESENTS, That we, Hassell Construction Company, Inc.

16111 Hollister, , Houston, TX 77066

as Principal, and The Guarantee Company of North America USA

a corporation organized under the laws of the State of Michigan and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto

The City of Brenham

as Obligor, in the penal sum of Five Hundred Thirty Six Thousand Sixty Six Dollars and No/100

(\$536,066.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

The City of Brenham

dated

10/16/17

for Storm Damage Repairs, Package 2B, W Jefferson St. at Higgins Creek, Project No. E2017-01

WHEREAS, said Contract has been completed, and was approved on

1st

day of FEBRUARY

2018

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of One

year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in

full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this

1st

day of

MARCH

2018

Hassell Construction Company, Inc.

(Seal)

William L. Graham

(Seal)

EXECUTIVE VICE PRESIDENT

(Seal)

The Guarantee Company of North America USA

By:

Misty Witt
Misty Witt

Attorney-in-Fact



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

Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Jeanne M. Buchan, Keith M. Illa, Misty Witt, Cheryl R. Colson
CHS Insurance Services, LLC

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

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

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

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

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

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



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

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

Cynthia A. Takai

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____

Randall Musselman

Randall Musselman, Secretary

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707A

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

BOND NO. 70153519

TO OWNER:

(Name and address)

ARCHITECT'S PROJECT NO:

The City of Brenham, County of Washington, Texas
P.O. Box 1059
Brenham, TX 77834-1059

CONTRACT FOR: General Construction

PROJECT:

(Name and address)

CONTRACT DATED:

Storm Damage Repairs, Package 2B, W Jefferson St. at Higgins Creek, Project No. E2017-01

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Guarantee Company of North America USA
350 Glenborough Drive, Ste. 138, Houston, TX 77067

, SURETY,

on bond of

(Insert name and address of Contractor)

Hassell Construction Company, Inc.
16111 Hollister,
Houston, TX 77066

, CONTRACTOR,

hereby approves of the final payment to the Contractor and agrees that Final payment to the Contractor shall not relieve the Surety of any
of its obligations to

(Insert name and address of Owner)

The City of Brenham, County of Washington, Texas
P.O. Box 1059
Brenham, TX 77834-1059

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

April 12, 2018

The Guarantee Company of North America USA

(Surety)

Attest:



Elaine Lewis *(Surety Witness)*


(Signature of authorized representative)

Misty Witt,
Attorney-in-Fact

(Seal)

(Printed name and title)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW 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

Scott D. Chapman, Kevin McQuain, Rhessa F. Boulton, Justin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Martha Silvas, Jeanne M. Buchan, Misty Witt, Cheryl R. Colson, Bryan Lewis
CHS Insurance Services, LLC

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 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 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 said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

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

Cynthia A. Takai

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



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

Randall Musselman

Randall Musselman, Secretary

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Storm Damage Repairs, Package 2B – Jefferson Street at Higgins Branch
CONTRACT No.: N/A PROJECT No.: E2017-01

TO: Hassell Construction Co., Inc.
Contractor and 16111 Hollister Street
Address for Written Notice Houston, Texas 77066

1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on March 16, 2018, and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as March 16, 2018.

1.02 PUNCH LIST

A list of items to be completed or corrected, prepared by Contractor and verified by Project Manager, (the "Punch List") is attached hereto. Failure to include any items on such list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract. Contractor shall complete or correct the Work on the Punch List attached hereto within 7 calendar days from the above Date of Substantial Completion. (Punch list completion time extended to resolve private encroachment in public ROW issue.)

1.03 OCCUPANCY BY THE CITY

Engineering and Planning will assume full possession at 3:00 PM on March 23, 2018.

1.04 CONSENT OF SURETY

Contractor shall obtain consent of Surety for approval of reduction in retainage.

1.05 WARRANTY PERIOD

Warranties required by the Contract will commence on the above Date of Substantial Completion.

1.06 TRANSITION OF RESPONSIBILITIES

The City and Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, during the period prior to Final Completion, transfer to the City unless otherwise stated in the attached Transition of Responsibilities document.

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

Mike Hassell
Contractor

Signature

Date

Inspector

Signature

Date

Kyle Bertrand, P.E.
Project Manager/Consultant

Signature

Date

Lori Lakatos, P.E.
Director/City Engineer

Signature

Date

cc: File

END OF DOCUMENT

00645-1
04-11-2018

Document 00941

CHANGE ORDER / C.O. No. 1

PROJECT: Storm Damage Repairs, Package 2B – Jefferson Street at Higgins Branch
 CONTRACT No.: _____ PROJECT No.: E2017-01

TO: Hassell Construction Co. Inc.
 Contractor and 16111 Hollister St., Houston, Tx 77066
 Address for Written Notice _____

REFERENCE RFIs/RFPs: _____

1.01 DESCRIPTION OF CHANGES

		CONTRACT CHANGE	
		AMOUNT	TIME
ITEM 1 SCOPE:	Bid Item 7, Block Sodding, 1,010 SY Reduction	(\$6,060.00)	0 Days
JUSTIFICATION:	Work Zone Reduced; Sodding not required		
ITEM 2 SCOPE:	Bid Item 8 Replaced by Extra Work Item 34, 441 SY 2-inch HMAC w/ 8-inch Flex Base, including CSS (1.1 sack) subgrade	(\$39,690.00)	0 Days
JUSTIFICATION:	Asphalt Replaced by Concrete	\$9,975.00	0 Days
ITEM 3 SCOPE:	Bid Item 11, Additional 5" Concrete Sloped Pavement per plans and details; 133 SY		
JUSTIFICATION:			
ITEM 4 SCOPE:	Bid Item 16, Replaced by Extra Work Items 34 & 35, 18-inch Concr. Curb and Gutter – Slotted openings 24" wide alternating; 160 L.F. Reduction	(\$3,200.00)	0 Days
JUSTIFICATION:	Item replaced with concrete pavement option		
ITEM 5 SCOPE:	Bid Item 17, Replaced by Extra Work Items 34 & 36, 18-inch Concr. Curb and Gutter; 102 L.F. Reduction	(\$2,040.00)	0 Days
JUSTIFICATION:	Item replaced with concrete pavement option		
ITEM 6 SCOPE:	Bid Item 22, Metal Beam Guard Fence, includes steel posted at sloped paving and timber posted outside sloped paving; 325 L.F. Reduction	(\$13,000.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 7 SCOPE:	Bid Item 25, Reinforced Filter Fabric Fence, 100 LF Reduction	(\$800.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 8 SCOPE:	Bid Item 26, Rock Filter Dam (Type 1), 40 LF Reduction	(\$2,400.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 9 SCOPE:	Bid Item 27, Stabilized Construction Access,	(\$7,770.00)	0 Days

00941-1
 04-10-18

222 SY Reduction
 JUSTIFICATION: Item not used
ITEM 10 SCOPE: Bid Item 28, Extra Hand Excavation, 100 CY (\$2,500.00) 0 Days
 Reduction
 JUSTIFICATION: Extra Work bid item not required
ITEM 11 SCOPE: Bid Item 29, Extra Machine Excavation, 100 CY (\$3,000.00) 0 Days
 Reduction
 JUSTIFICATION: Extra Work bid item not required
ITEM 12 SCOPE: Bid Item 30, Extra Bank Sand Backfill, 200 CY (\$3,600.00) 0 Days
 Reduction
 JUSTIFICATION: Extra Work bid item not required
ITEM 13 SCOPE: Bid Item 32, Extra Backfill, 400 CY Reduction (\$2,000.00) 0 Days
 JUSTIFICATION: Extra Work bid item not required
ITEM 14 SCOPE: Additional Item 37, Storm Sewer Modification \$41,025.00 0 Days
 and Extension, 1 LS Reduction
 JUSTIFICATION: Extra Work bid item not required

TOTALS: (\$35,060.00) 0 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

 VICE PRESIDENT
 Contractor Signature and Title

4-18-18
 Date

1.03 ACCEPTANCE BY THE CITY

Project Manager Date

[City Manager – Required for COs to Council] Date

[Intermediate Authority, if needed] Date

[Mayor – Required for COs to Council] Date

[Intermediate Authority, if needed] Date

Director/City Engineer - Lori Lakatos Date

END OF DOCUMENT

cc: Kyle A. Bertrand, P.E. – Gunda Corporation

00941-2
 04-10-18

EXECUTIVE SUMMARY

C.O. No. 1 Contract No.: _____ Proj. No.: E2017-01

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$536,066.00	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	(\$35,060.00)	-6.54%
D.	Contract Price	\$501,006.00	93.46%

Date of Commencement of the Work: Monday, October 16, 2017

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	60 Days	Thursday, December 14, 2017
B.	Previous Change Orders	0 Days	Thursday, December 14, 2017
C.	This Change Order	0 Days	
D.	Contract Time	60 Days	Thursday, December 14, 2017

- 1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
 A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER</u> <u>No.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF</u> <u>ORIGINAL CONTRACT</u> <u>PRICE</u>
1	(\$35,060.00)	(6.54%)
TOTALS	(\$35,060.00)	(6.54%)

END OF SUMMARY



AGENDA ITEM 11

DATE OF MEETING: April 19, 2018	DATE SUBMITTED: April 12, 2018
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorization of Final Payment to Site Work Contractors LLC for Emergency Road Work and Storm Damage Repairs, Package 3, for Barbee Street at Unnamed Tributary to Hog Branch and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: Site Work Contractors LLC. has completed the Barbee Street crossing repairs that resulted from the May 2016 storm events and Hurricane Harvey, August 2018. The scope of work included stabilizing the material under the roadway and around the culverts and headwall with in the Unnamed Tributary to Hog Branch. It also included filling in the deep hole that was created due to the high flow rates within the water way and the installation of riprap to mitigate future erosion downstream, around, and under the roadway. The project included one change order, a deduction from the overall project, -\$56,615.00. The contract was originally awarded for \$178,981.00. The final cost with the deduction is \$122,366.00. This project is eligible for FEMA funding at 75/25 cost share as part of DR-4272, May 2016 Storms. The City will have to submit the modified scope of work to FEMA for approval. The hope is that FEMA will consider the entire cost of the project eligible for reimbursement.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Application for Payment No. 2 & Final; (2) Change Order No. 1; and (3) Certification of Substantial Completion	

FUNDING SOURCE (Where Applicable): 2018 Certificate of Obligation
RECOMMENDED ACTION: Approve final payment to Site Work Contractors LLC for the Emergency Road Work and Storm Damage Repairs, Package 3, Barbee Street at Unnamed Tributary to Hog Branch in the amount of \$27,370.10 and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

Document 00643
ESTIMATE AND CERTIFICATE FOR PAYMENT, UNIT PRICE WORK

Brenham Storm Damage Repairs, Package 3

Contractor:	Estimate No.	<u>2</u>
<u>Site Work Contractors</u>	Cut off Date:	<u>2/26/2018</u>
Address:	Estimate Date:	<u>2/26/2018</u>
<u>1131 Alma St Suite A</u>	City Project No.:	<u>E2017-01</u>
<u>Tomball, Tx 77375</u>		

Contract Date:	<u>10/16/2017</u>	CONTRACT TIME IN CALENDER DAYS	
NTP Date:	<u>10/16/2017</u>	Original Contract Time: (Days)	<u>60</u>
Current Contract Completion Date:	<u>1/14/2018</u>	Approved Extensions: (Days)	<u>0</u>
Substantial Completion Date:	<u>12/15/2017</u>	Total Contract Time: (Days)	<u>60</u>
Percentage: By Time	<u>222%</u>	Days Used to Date: (Days)	<u>133.00</u>
		Days Remaining to Date: (Days)	<u>-73.00</u>

CONTRACT AMOUNT TO DATE:	<u>Amount</u>
1. Original Contract Price:	<u>\$178,981.00</u>
2. Approved Change Orders: <u>No./Description</u>	
CO #1 - Replacement Lump Sum Bid Item 9-R, Headwall Extension Including Handrail and Timber Forming, in lieu of steel sheet piling Bid Item 9	<u>(\$56,615.00)</u>
CO #2 -	
Total Change Orders to Date: +/-	<u>(\$56,615.00)</u>
TOTAL CONTRACT AMOUNT:	<u>\$122,366.00</u>

A. EARNINGS TO DATE:	
1. Work Completed to Date: <u>100%</u> Complete	<u>\$ 122,366.00</u>
TOTAL EARNINGS TO DATE:	<u>\$122,366.00</u>

B. DEDUCTIONS:	
1. Retainage: <u>0%</u>	<u>\$0.00</u>
2. Add: Retainage Deduction: <u>0%</u>	<u>\$0.00</u>
3. Total Retainage:	<u>\$0.00</u>
4. Liquidated Damages: <u>0 days @ \$</u>	<u>\$0.00</u>
TOTAL DEDUCTIONS:	<u>\$0.00</u>

C. AMOUNT DUE THIS PERIOD:	
1. Total Earnings to Date:	<u>\$122,366.00</u>
2. Total Deductions:	<u>\$0.00</u>
3. Total Payments Due:	<u>\$122,366.00</u>
4. Less Previous Payments:	<u>\$94,995.90</u>
5. Restoration Adjustment:	<u>\$0.00</u>
TOTAL AMOUNT DUE THIS DATE:	<u>\$27,370.10</u>

<u>Prepared By: (Contractor)</u>	<u>Date:</u>	<u>Checked By: (Construction Manager/Inspector)</u>	<u>Date:</u>
<u>Approved By: (Consultant)</u>	<u>Date:</u>	<u>Approved: (City Engineer)</u>	<u>Date:</u>
<u>Approved: (Director)</u>	<u>Date:</u>		

Document 00641

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

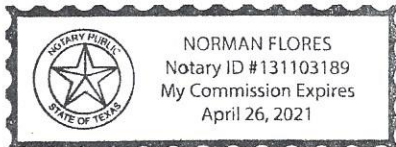
CERTIFICATE OF FINAL COMPLETION OF: Storm Damage Repairs, Package 3 – Barbee Street at Unnamed
Tributary to Hog Branch
Project No.: E2017-01
Contract Dated: _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Matt Gordon who, being by me duly sworn, on his oath says that he or she represents Site Work Contractors LLC, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City Engineer; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Matt Gordon
Affiant's Signature

SWORN AND SUBSCRIBED before me on

4/24/18
Date



Norman Flores
Notary Public in and for the State of TEXAS

Norman Flores
Print or type name

My Commission Expires: 4/26/21
Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Inspector

[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-11-2018

Document 00642

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, Matt Gordon, states that he is the Manager,
of Site Work Contractors L.L.C.
Affiant Contractor

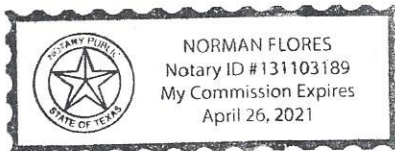
and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers;
that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment,
and services furnished to date for Work on Project No. E2017-01 Storm Damage Repairs, Package 3 –
Barbee Street at Unnamed Tributary to Hog Branch in the amounts for which Contractor has been paid;
that the labor, materials, equipment, and services covered by this Certificate of Payment have been
furnished in accordance with and all in compliance with the Contract Documents; that no sums have
been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of
deficiencies in the Work; and that such payments were made in accordance with the Contract
Documents and with the laws of the State of Texas.

Matthew Gordon

Affiant's Signature

SWORN AND SUBSCRIBED before me on 4-24-18

Date



Norman Flores
Notary Public in and for the State of TEXAS

Print or type name

My Commission Expires: 4/26/21
Expiration Date

END OF DOCUMENT

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 3**

ONE-YEAR MAINTENANCE BOND

Bond Number: 5239679

Document 00612

ONE-YEAR MAINTENANCE BOND

THAT WE, Site Work Contractors LLC as Principal, hereinafter called Contractor, and the other subscriber hereto, Suretec Insurance Company as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Brenham, a municipal corporation, in the sum of \$ 178,981.00, for the payment of which sum well and truly to be made to the City of Brenham and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Brenham for Storm Damage Repairs, Package 3 – Barbee Street at Unnamed Tributary to Hog Branch, Project No.: E2017-01, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

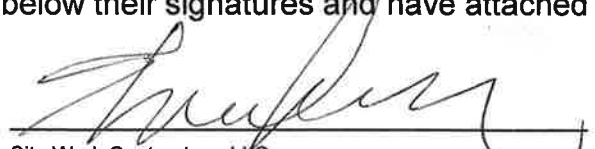
NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 13.07 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:


Site Work Contractors, LLC.
By: 
Name:
Title: Manager

00612-1
04-11-18

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 3**

ONE-YEAR MAINTENANCE BOND

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Suretec Insurance Company_____

Full Name of Surety

1330 Post Oak Dr Suite 1100_____

Address of Surety for Notice

Houston, Texas 77056_____

(888)344-3362_____

Telephone Number of Surety

By: _____

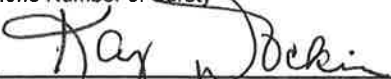


Name: Jeffrey Bolin

Title: Witness

Date: 4/20/2018

By: _____



Name: Kay Dockins

Title: Attorney-in-Fact

Date: 4/20/2018

END OF DOCUMENT

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kay Dockins

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Site Work Contractors, LLC
Obligee: City of Brenham
Amount: \$ 178,981.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

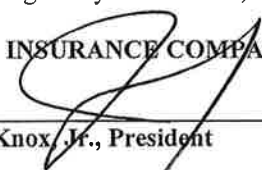
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

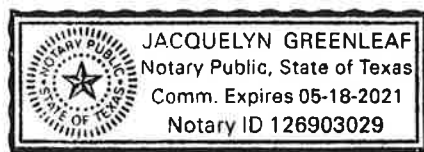
State of Texas ss:
 County of Harris

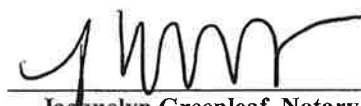


SURETEC INSURANCE COMPANY

By: 
 John Knox, Jr., President

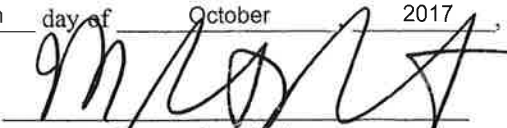
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Greenleaf, Notary Public
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of October 2017, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Document 00941

CHANGE ORDER / C.O. No. 1PROJECT: STORM DAMAGE REPAIRS, PACKAGE 3CONTRACT No.: _____ PROJECT No.: E2017-01TO: Site Work Contractors L.L.C.Contractor and 1131 Alma Suite A Tomball Texas 77375Address for Written Notice P.O. Box 118 Pinehurst, Texas 77362

REFERENCE RFIs/RFPs: _____

1.01 DESCRIPTION OF CHANGES

		CONTRACT CHANGE	
		AMOUNT	TIME
ITEM 1 SCOPE:	Bid Item 2, Block Sodding, 340 SY Reduction	(\$2,380.00)	0 Days
JUSTIFICATION:	Work Zone Reduced; Sodding not required		
ITEM 2 SCOPE:	Bid Item 9 Replaced, Steel Sheet Piling, PZ 27	(\$7,600.00)	0 Days
	Hot Rolled Steel Sheet Pile, 0.375 in. Grade 50		
JUSTIFICATION:	Item 9 replaced by Change Order Item 3 Scope		
ITEM 3 SCOPE:	Bid Item 9-R, Lump Sum 8 L.F. Headwall	\$3,500.00	0 Days
	Extension Including Handrail and Timber		
	Forming in lieu of steel sheet piling		
JUSTIFICATION:	Item replaces original Bid Item 9		
ITEM 4 SCOPE:	Bid Item 12, Reinforced Filter Fabric Fence, 50	(\$1,000.00)	0 Days
	L.F. Reduction		
JUSTIFICATION:	Item not used at access point		
ITEM 5 SCOPE:	Bid Item 13, Rock Filter Dam (Type 1), 20 L.F.	(\$1,000.00)	0 Days
	Reduction		
JUSTIFICATION:	Item not used at downstream end of project		
ITEM 6 SCOPE:	Bid Item 15, Extra Hand Excavation, 50 CY	(\$1,250.00)	0 Days
	Reduction		
JUSTIFICATION:	Extra Work bid item not required		
ITEM 7 SCOPE:	Bid Item 16, Extra Machine Excavation, 50 CY	(\$1,500.00)	0 Days
	Reduction		
JUSTIFICATION:	Extra Work bid item not required		
ITEM 8 SCOPE:	Bid Item 17, Extra Bank Sand Backfill, 100 CY	(\$1,800.00)	0 Days
	Reduction		
JUSTIFICATION:	Extra Work bid item not required		
ITEM 9 SCOPE:	Bid Item 18, Extra Cement Stabilized Sand,	(\$2,200.00)	0 Days
	100 CY Reduction		
JUSTIFICATION:	Extra Work bid item not required		

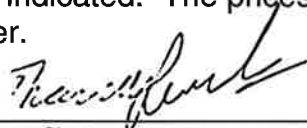
00941-1

04-10-18

ITEM 10 SCOPE: Bid Item 19, Extra Backfill, 200 CY Reduction	(\$1,000.00)	0 Days
JUSTIFICATION: Extra Work bid item not required		
ITEM 11 SCOPE: Bid Item 20, Extra Borrow, 300 CY Reduction	(\$5,700.00)	0 Days
JUSTIFICATION: Extra Work bid item not required		
ITEM 12 SCOPE: Bid Item 21, Extra Remove and Replace Asphalt Road Including 2" HMAC w/8" Black Base and Sawcut, 231 SY Reduction	(\$28,875.00)	0 Days
JUSTIFICATION: Extra Work bid item not required		
ITEM 13 SCOPE: Bid Item 22, Extra Remove and Replace 15" Curb and Gutter, 166 L.F. Reduction	(\$5,810.00)	0 Days
JUSTIFICATION: Extra Work bid item not required		
TOTALS:	(\$56,615.00)	0 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.


 Contractor Signature and Title

 Date

1.03 ACCEPTANCE BY THE CITY

 Project Manager Date

 [City Manager – Required for COs to Council] Date

 [Intermediate Authority, if needed] Date

 [Mayor – Required for COs to Council] Date

 [Intermediate Authority, if needed] Date

 Director/City Engineer - Lori Lakatos Date

END OF DOCUMENT

cc: Kyle A. Bertrand, P.E. – Gunda Corporation

EXECUTIVE SUMMARYC.O. No. 1 Contract No.: _____ Proj. No.: E2017-01

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$178,981.00	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	(\$56,615.00)	-31.63%
D.	Contract Price	\$122,366.00	68.37%

Date of Commencement of the Work: Monday, October 16, 2017

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	60 Days	Thursday, December 14, 2017
B.	Previous Change Orders	0 Days	Thursday, December 14, 2017
C.	This Change Order	0 Days	
D.	Contract Time	60 Days	Thursday, December 14, 2017

- 1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
 A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER</u> <u>No.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF</u> <u>ORIGINAL CONTRACT</u> <u>PRICE</u>
1	(\$56,615.00)	(31.63%)
TOTALS	(\$56,615.00)	(31.63%)

END OF SUMMARY

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Storm Damage Repairs, Package 3 – Barbee Street at Unnamed Tributary to Hog Branch

CONTRACT No.: N/A PROJECT No.: E2017-01

TO: Site Work Contractors, LLC
Contractor and Tom Greenfield
Address for Written Notice 1131 Alma Street, Suite A, Tomball, Tx 77375

1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on March 16, 2018, and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as March 16, 2018.

1.02 PUNCH LIST

A list of items to be completed or corrected, prepared by Contractor and verified by Project Manager, (the "Punch List") is attached hereto. Failure to include any items on such list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract. Contractor shall complete or correct the Work on the Punch List attached hereto within 7 calendar days from the above Date of Substantial Completion. (Punch list completion time extended to resolve private encroachment in public ROW issue.)

1.03 OCCUPANCY BY THE CITY

Engineering and Planning will assume full possession at 3:00 PM on March 23, 2018.

1.04 CONSENT OF SURETY

Contractor shall obtain consent of Surety for approval of reduction in retainage.

1.05 WARRANTY PERIOD

Warranties required by the Contract will commence on the above Date of Substantial Completion.

1.06 TRANSITION OF RESPONSIBILITIES

The City and Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, during the period prior to Final Completion, transfer to the City unless otherwise stated in the attached Transition of Responsibilities document.

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

<u>Tom Greenfield</u> Contractor	_____ Signature	_____ Date
_____ Inspector	_____ Signature	_____ Date
<u>Kyle Bertrand, P.E.</u> Project Manager/Consultant	_____ Signature	_____ Date
<u>Lori Lakatos, P.E.</u> Director/City Engineer	_____ Signature	_____ Date

cc: File

END OF DOCUMENT

00645-1
04-11-2018



AGENDA ITEM 12

DATE OF MEETING: May 3, 2018	DATE SUBMITTED: April 30, 2018															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-18-006 in Opposition of the Bluebonnet Haven Residential Facility																
SUMMARY STATEMENT: The City of Brenham is supporting the Brenham Independent School District (BISD) in their opposition to the opening of Bluebonnet Haven Residential Facility, which is to be located in the BISD jurisdiction. This facility will have a negative economic effect on BISD, as it will substantially increase the student special education population and the services required for students in this program. BISD will be expected to cover all educational costs incurred above any state and/or federal fund reimbursement. BISD currently lacks the funds needed to hire the additional specialized staff needed to provide services to the residents of Bluebonnet Haven.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: Resolution No. R-18-006																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-18-006 in Opposition of the Bluebonnet Haven Residential Facility																
APPROVALS: Milton Y. Tate, Jr.																

RESOLUTION NO. R-18-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS IN OPPOSITION OF BLUEBONNET HAVEN RESIDENTIAL TREATMENT CENTER.

WHEREAS, Bluebonnet Haven, LLC (“Bluebonnet Haven”) is constructing a residential treatment center (“Facility”) located on Highway 36 South, immediately south of the City of Brenham corporate limits, in Washington County, Texas; and

WHEREAS, Bluebonnet Haven is applying for a license from the Texas Department of Family and Protective Services for the operation of the Facility as a residential treatment center; and

WHEREAS, on April 19, 2018 the Board of Trustees of the Brenham Independent School District (“BISD”) approved a Resolution in opposition to the Bluebonnet Haven Residential Treatment Facility being constructed in Washington County, Texas (“BISD Resolution”), a copy of said Resolution being attached hereto as Exhibit “A” and incorporated herein for all pertinent purposes; and

WHEREAS, the findings and recitation of facts made by the Board of Trustees in said BISD Resolution clearly demonstrate the significant detrimental impact said Facility will have on the resources and finances of the BISD;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT:

Section 1: Based on the findings and recitation of facts made by the Board of Trustees in said BISD Resolution, which clearly demonstrate the significant detrimental impact said Facility will have on the resources and finances of the BISD, the City Council of the City of Brenham (“City Council”) fully supports and joins with the BISD Board of Trustees’ opposition to the Facility.

Section 2: The City Council strongly opposes the issuance of any license to Bluebonnet Haven by the Texas Department of Family and Protective Services for the operation of a residential treatment center or similar facility in Washington County, Texas.

RESOLVED this the 3rd day of May, 2018.

ATTEST:

Andrew Ebel
Mayor Pro Tem

Jeana Bellinger, TRMC, CMC
City Secretary



Brenham ISD Board of Trustees

Bluebonnet Haven Residential Facility Resolution

Whereas, Bluebonnet Haven, a for-profit residential treatment center for troubled youth is being constructed in Washington County; and

Whereas, Brenham ISD is aware that Bluebonnet Haven is applying for licensure as a residential treatment center through the applicable State agency; and

Whereas, Brenham ISD currently educates approximately 4,972 students in Washington County; and

Whereas, Brenham ISD currently educates a student special education population of 646 students, 13% of the total student enrollment; and

Whereas, Brenham ISD currently has a special education population that exceeds the state average of 8%; and

Whereas, Brenham ISD currently educates students from four different Residential Treatment Facilities in Washington County; and

Whereas, the enrollment of proposed residents of Bluebonnet Haven in Brenham ISD would substantially increase the student special education population and the intensity of services required for students in special education programs, and would result in a disproportionately high number of students in special education programs to students in regular education programs; and

Whereas, Brenham ISD would be required to hire additional specialized staffing in hard to fill areas upon enrollment of proposed residents of Bluebonnet Haven in Brenham ISD; and

Whereas, Brenham ISD would be expected to cover all educational costs incurred above state and federal fund reimbursements and currently lacks the resources to hire the additional specialized staff to provide services to the proposed residents of Bluebonnet Haven; and

Whereas, Brenham ISD would be expected to pay costs to rent facility to educate students at this residential treatment center and currently lacks the resources to pay such costs; and

Whereas, the District will continue to value and provide a safe and secure environment for ALL our campuses;

Now therefore, be it resolved by the Brenham ISD Board of Trustees of Washington County, Texas that:

Resolved, the BISD Board of Trustees completely and unequivocally oppose the opening of, and partnering with, the Bluebonnet Haven Residential Treatment Facility; and

Resolved, the BISD Board of Trustees finds that the enrollment of the proposed residents of Bluebonnet Haven would have a detrimental impact on the ratio of the number of students in special education programs to the number of students in regular education programs and that BISD currently lacks the resources to provide specialized instruction to the proposed residents of Bluebonnet Haven; and

Resolved, the BISD Board of Trustees further strongly urge the Texas State Licensure Board to deny any form of license to operate this facility in Washington County, which encompasses a total population of 35,056 residents.

Signed on April 19, 2018

Brenham ISD Board of Trustees

Natalie Lange, President

Melvin Ehlert, Vice President

Susan Jenkins, Secretary

Dr. Mike Altman, Member

Sgt. Kelvin Raven, Member

Mark Schneider, Member

Tommie Sullivan, Member